City Council Agenda Item
Staff Report

CITY OF SAN BRUNO

DATE: September 28, 2021

TO: Honorable Mayor and Members of the City Council

FROM: Jovan D. Grogan, City Manager

PREPARED BY: Pamela Wu, Community and Economic Development Director

SUBJECT: Hold Public Hearing and Take the Following Actions to Approve Google LLC's Phase 1 Development Located in the Bayhill Office Park:

- Adopt Resolution Approving a Phased Vesting Tentative Tract Subdivision Map with Lot Line Adjustments, Realignment of Grundy Lane Involving Vacation of Current Public Roadway and Utility Easements and Dedication of new Roadway Right-of-Way in Fee and Granting of New Utility Easements, and Vacation of a Portion of Elm Avenue, as Shown on the Map For Google LLC's Property in the Bayhill Area of the City.
- Waive First Reading and Introduce Ordinance Approving a Development Agreement Between the City of San Bruno and Google LLC, A California Limited Liability Company for the Google Project Located in the Bayhill Office Park.
- Adopt Resolution Approving an Architectural Review Permit For Phase 1 of Google LLC's Development Plans in the Bayhill Area of the City.
- Adopt Resolution Authorizing Various Curb Marking Changes Along Frontages of 900 Cherry Avenue and 1000 Cherry Avenue in the Bayhill Area of the City for Phase 1 of Google LLC's Development Plans.

EXECUTIVE SUMMARY

The City Council is to consider the proposed Vesting Tentative Map and Architectural Review Permit to realign Grundy Lane, construct two office buildings measuring 440,000 square feet in total area, install a multi model transportation hub, and establish an outdoor plaza for public use at the northeast corner of Cherry Avenue and Grundy Lane as part of Google LLC's Phase 1 development proposal. City Council action is also required for proposed curb markings along the project frontages at 900 and 1000 Cherry Avenue on Cherry Avenue and Grundy Lane. Lastly, the City Council will consider a Development Agreement that covers the entire Vesting Tentative Map area for the next 20 years. The requested actions impact a total of eight different parcels within the Bayhill Office Park, which will be subject to the Bayhill Specific Plan. The affected Assessor's Parcel Numbers (APN's) are provided below.

- APN's: 020-011-430, 020-015-020, 020-015-030, 020-018-010, 020-011-330, 020-015-040, 020-019-070, 020-011-370
    - The Vesting Tentative Map applies to all APN's referenced above.
    - The Development Agreement applies to all APN's referenced above.
    - The Architectural Review Permit applies to the following APN's: 020-011-430, 020-015-020, 020-015-030, 020-015-040
    - The Curb Markings would be located along the project frontages of the following APN's: 020-011-430, 020-015-020

BACKGROUND

The City has been undergoing the preparation process for a Specific Plan encompassing the Bayhill Office Park and nearby areas since May 2017. Once adopted, the Bayhill Specific Plan will guide future development within the Plan Area over approximately the next 20 years. The Plan Area comprises approximately 92.2 acres and is generally bounded by Interstates 280 to the west and 380 to the north, El Camino Real to the east (excluding properties that front on El Camino Real), and San Bruno Avenue West to the south from Interstate 280 to Elm Avenue.

The need to prepare a Specific Plan resulted from Google/YouTube's request to expand and develop a campus setting by constructing additional office buildings within the Bayhill Office Park. Google/YouTube currently owns ten parcels within the Office Park, which include approximately 1.1 million square feet of existing office space. The Bayhill Specific Plan Area currently contains a total of about 1.6 million square feet of office space, making Google/YouTube the owner of approximately 70% of the building office space within the Office Park. To accommodate Google/YouTube's anticipated long-term employment growth, it presented a phased redevelopment plan of properties Google/YouTube owns within the Bayhill Office Park to achieve the office campus environment. Staff informed Google/YouTube representatives that the community and other property owners' interests would need to be considered in the context of the company's proposed expansion within the Bayhill Office Park. As a result, the City required preparation of a Specific Plan to establish a comprehensive plan for future development and redevelopment of the entire Bayhill Office Park area (including the Bayhill Shopping Center and other adjacent uses). The plan is referred to as the Bayhill Specific Plan (Attachment 21).

Staff also determined that to best reflect Google/YouTube's proposed development and the Bayhill Specific Plan, amendments to the San Bruno General Plan and Zoning Ordinance are recommended. The City Council will consider approval of the three land use regulations (Bayhill Specific Plan, and associated amendments to the City's General Plan and Zoning Ordinance) separately and prior to acting on Google/YouTube's Vesting Tentative Map, Architectural Review Permit, curb marking request, and Development Agreement.

At Google/YouTube's request, their first phase of development (Phase 1) is being evaluated concurrently with preparation of the Specific Plan and the associated Environmental Impact Report. Additional details regarding Google/YouTube's proposed Phase 1 office development can be found throughout the remainder of this staff report.

DISCUSSION

Proposed Phase 1 Project Location and Total Building Area:

The proposed Phase 1 office development (Phase 1 North and Phase 1 South) as shown on the proposed development plans (Attachment 9) is comprised of two separate parcels: 1000 Cherry Avenue (Phase 1 North), and 900 Cherry Avenue (Phase 1 South). The proposed development

consists of two, three-story office buildings totaling 440,000 square feet of office space with 1,896 parking spaces located within three levels of subterranean parking. The proposed buildings would measure no higher than three stories, or 50 feet in total height. The buildings and associated subterranean parking garages would be constructed on existing surface parking lots located adjacent to the existing buildings located at 1000 and 900 Cherry Avenue. A below grade connection under Grundy Lane is proposed at one of the three subterranean garage levels. An above grade pedestrian bridge that extends over Grundy Lane would connect the two buildings at the second-floor level.

Phase 1 North would measure approximately 248,000 square feet in total area. The 92,000 square foot first floor would include a lobby, office space and office support functions, internal conference space, long term bike storage, and showers. The 83,000 square foot second floor would consist of office space and office support uses, including a cafeteria and loading dock, as well as access to an exterior employee terrace and pedestrian walkway. The 73,000 square foot third floor would consist of office space and office support uses. As proposed, the development is consistent with the Bayhill Specific Plan, which allocates a total of 248,000 square feet of development to the Phase 1 North site.

Phase 1 South would measure approximately 192,000 square feet in total area. The 69,000 square foot first floor would include a lobby, office space and office support functions, internal conference space, a cafeteria, bike storage, and showers. The 66,000 square foot second floor would include office space and office support uses, including access to an employee pedestrian walkway. The 57,000 square foot third floor would include office space and office support uses. As proposed, the development is consistent with the Bayhill Specific Plan, which allocated a total of 192,000 square feet of development to the Phase 1 South site. Overall building square footage is summarized in the table below:

Building Square Footage Calculation – Phase 1 North	
Floor Level	**Square Footage**
1st Floor	92,000
2nd Floor	83,000
3rd Floor	73,000
Total	***248,000***

Building Square Footage Calculation – Phase 1 South	
Floor Level	**Square Footage**
1st Floor	69,000
2nd Floor	66,000
3rd Floor	57,000
Total	***192,000***

On-site Parking:

In accordance with San Bruno Municipal Code Section 12.100, Off-Street Parking and Loading, three on-site parking spaces are required for every 1,000 square feet of new office space for the proposed Phase 1 office development. Additionally, the existing surface parking spaces that were required to be provided for the existing office buildings located at 1000 Cherry Avenue and 900 Cherry Avenue would be replaced on a 1 per 1 stall basis. As such, a total of 1,896 parking spaces would be provided in three levels of subterranean parking. Specifically, the Phase 1 North subterranean parking structure would provide 1,165 parking spaces, and the Phase 1 South subterranean parking structure would provide 731 parking spaces. An agreement to be completed following project approval will govern shared use of the connected parking garages by the 1 North and 1 South buildings, including potential future separate ownership of the two parcels. The applicant proposes to satisfy the onsite parking requirement through standard parking spaces (9’-0” x 18’-0”), tandem parking spaces (9’-0” x 36’-0”), and mechanical parking stackers with valet assist. An exhibit further describing the mechanical parking and valet assist parking operations is included as Attachment 14. A full breakdown of proposed parking spaces is provided below:

Parking Calculations – Phase 1 North Subterranean Garage	
Floor Level	**Total Parking Spaces**
Subterranean Level #1	227
Subterranean Level #2	625
Subterranean Level #3	313
Total	***1,165***

Parking Calculation – Phase 1 South Subterranean Garage	
Floor Level	**Total Parking Spaces**
Subterranean Level #1	115
Subterranean Level #2	385
Subterranean Level #3	231
Total	***731***

Cherry Plaza:
As part of the proposed project and as required by the Bayhill Specific Plan policies, Google/YouTube will install an outdoor plaza as part of Phase 1 construction that will be accessible by the public at the northeast corner of the Cherry Avenue and Grundy Lane on the Phase 1 North site. The plaza would measure approximately 16,500 square feet in total area. The plaza would contain a number of tables and chairs, custom planter benches, specially fabricated chairs, as well as six decorative wood/metal trellises. The interior portion of the plaza would be improved with concrete pavers. Various landscaping treatments (lawn ground cover, and trees) will be provided to the west, north, and east of the main plaza area. An agreement to be completed following project approval will govern public use of the plaza, Google/YouTube's private use, and Google/YouTube's maintenance obligations.

Sustainability Measures:
The Phase 1 development includes roof-mounted photovoltaic (PV) panels and green roof landscape areas. Cool/green roofs and walls are provided to reflect sunlight, reduce heat gain, and capture stormwater. Natural cooling and passive solar heating are addressed in the orientation of louvered window facades and the angle of the sawtooth facades. The applicant has stated that finish materials and building products will be reviewed for environmental and health product declarations and sustainable sourcing, and that low-emitting materials will be selected per an indoor air quality plan. Per the applicant's written Project Description (Attachment 11), sustainability measures are being pursued to reduce energy and exceed the requirement per Title 24 Part 6 (CA Energy Code) as well as satisfying the United States Green Building Council's Leadership in Energy and Environmental Design (LEED) v4 LEED Silver certification.

Transportation Demand Management:
The applicant proposes to implement a number of Transportation Demand Management (TDM) measures with the proposed project and for future developments within the Bayhill Specific Plan Area. The draft TDM plan is included within this staff report as Attachment 15. The intent of a TDM program is to encourage transit, bicycle, and pedestrian travel, and to reduce reliance on private vehicles. Some of the TDM measures that Google/YouTube may implement with the proposed project include:

- Priority parking for carpools, vanpools, and clean-fuel vehicles
- Bicycle parking (both long-term and short-term spaces)
- Rideshare matching services
- Pre-tax commuter benefits
- Employer commuter shuttle services
- Flexible work schedule program
- Subsidized or free vanpools or carpools
- Subsidized or free transit passes
- Car sharing

- Incentives and rewards for using non-single occupant vehicles
- Project amenities such as video conferencing centers, which would reduce the number of trips that employees need to take during a workday.

Multi-Modal Transportation Hub:
The proposed Phase 1 office development also includes construction of an off-street multi-modal transportation hub that would accommodate Google/YouTube employees in a dedicated area outside the public right-of-way. The proposed multi-modal transportation hub is located on the 950 Elm Avenue property owned by Google/YouTube and would connect Grundy Lane and Bayhill Drive. The proposed multi-modal transportation hub would provide a centralized location for private buses and shuttles, thereby limiting impacts on public streets within the Bayhill Office Park area. Public transit routes, such as SamTrans and the local BART/Caltrain shuttle would continue to use on-street transit stops located in the public right-of-way.

Demolition of The Lakes Property (1150-1250 Bayhill Drive):
The construction of Phase 1 will require the temporary relocation of parking spaces for employees and visitors of the existing office buildings located at 1000 and 900 Cherry Avenue. As a result, the applicant is proposing to demolish the three buildings located at 1150, 1200, and 1250 Bayhill Drive (referred to as the Lakes Property), which is located directly to the east of the Phase 1 South site. There are currently 469 parking spaces located at the Lake Property. Post demolition, 59 additional parking spaces will be provided on-site, for a total of 528 parking spaces. The Lakes Property would be used for construction staging, construction parking, parking for the existing employees of 1000 and 900 Cherry Avenue, and a temporary emergency vehicle access lane connecting Grundy Lane and Bayhill Drive (required when the western end of Grundy Lane is closed for excavation as part of Phase 1 construction). A Construction Parking Exhibit is included as Attachment 13.

Vesting Tentative Map:
The proposed Phase 1 development includes the realignment and straightening of Grundy Lane, which affects several properties along the Grundy Lane frontage. As such, the applicant has submitted a Vesting Tentative Map (VTM) which is included as Attachment 10 of this report to realign and adjust the parcel boundaries for the affected properties. Specifically, some of the parcels along the Grundy Lane frontage would increase in size, while other parcels would decrease in size. A total of eight parcels are included in the VTM, all of which are owned by Google – thus the VTM involves all of Google's proposed development, not just Phase 1. There is no additional net parcel created as a result of the VTM. The project design also anticipates a portion of Elm Avenue to be abandoned that is located to the north of the realigned Grundy Lane. The tables below show existing lot area statistics in their current configuration (pre-Grundy Lane realignment) and in their proposed configuration (post-Grundy Lane realignment and Elm Avenue abandonment).

Existing Lot Square Footage Table – Pre-Grundy Lane Realignment			
Address	**APN**	**Lot Square Footage**	**Lot Acreage**
1000 Cherry Avenue	020-011-430	179,372	4.12
900 Chery Avenue	020-015-020	174,433	4.00
1150 – 1250 Bayhill Drive	020-015-030	282,341	6.48
1111 Bayhill Drive	020-018-010	426,711	9.80
1100 Grundy Lane	020-011-330	192,433	4.42
950 Elm Avenue	020-015-040	193,180	4.43
1001 Bayhill Drive	020-019-070	263,835	6.06
999 Bayhill Drive	020-011-370	37,873	.87

Proposed Lot Square Footage Table – Post-Grundy Lane Realignment and Elm Avenue Abandonment			
Address	**APN**	**Lot Square Footage**	**Lot Acreage**
1000 Cherry Avenue	020-011-430	213,626	4.90
900 Chery Avenue	020-015-020	151,869	3.49
1150 – 1250 Bayhill Drive	020-015-030	283,155	6.50
1111 Bayhill Drive	020-018-010	426,711	9.80
1100 Grundy Lane	020-011-330	271,353	6.23
950 Elm Avenue	020-015-040	117,852	2.70
1001 Bayhill Drive	020-019-070	263,835	6.06
999 Bayhill Drive	020-011-370	37,873	.87

Additionally, the VTM also delineates future pedestrian bridges and subterranean crossings connecting other Google/YouTube parcels. A total of four pedestrian bridges are proposed throughout the Bayhill Specific Plan Area. Specifically, two pedestrian bridges are proposed across Grundy Lane, one pedestrian bridge is proposed across Bayhill Drive, and one pedestrian bridge is proposed across Elm Avenue. A total of seven subterranean crossings are proposed throughout the Bayhill Specific Plan Area. Specifically, three subterranean crossings are proposed beneath Grundy Lane, two subterranean crossing are proposed beneath Bayhill Drive, and two subterranean crossings are proposed beneath Elm Avenue.

Draft Development Agreement

California Government Code Section 65864, et seq., and City Resolution 1986-77 authorize the City to enter into a voluntary, binding, long-term development agreement establishing certain development rights in the property. Development Agreements can provide certainty, definition, and commitment as to proposed development and as to necessary public improvements required by development and can provide public benefits to the City. In San Bruno, Development Agreements are common for larger projects to be built in at least two phases that will require multiple years to construct.

Google/YouTube requested a Development Agreement (DA), which has been negotiated by City staff. The purpose of the DA is to establish that the development regulations set forth in the Bayhill Specific Plan, General Plan (as amended), Zoning Ordinance (as amended) and other City codes and regulations will govern development of Google/YouTube's properties for an extended period of time. The DA is included as Attachment 6 – Exhibit A. The major provisions of the DA are summarized as follows:

<u>Term:</u>

- The initial term is 15 years.
- The initial term is subject to Google/YouTube paying all of the development fees (Community Benefits, Development Impact, and other fees) to the City for Phase 1 plus Lot 2 (the Lakes Property) of the project at the time the foundation permit is approved for Phase 1. The total payment is approximately $56.2 Million (Lot 2 fees of $22.9 million which will be prepaid).
- An additional five-year extension is granted upon the completion of construction of Phase 1, Lot 2 and a third lot (one of lots three, four or five).
- Total possible term is 20 years.

Property Development:

- The DA provides vested rights to develop the property pursuant to the project approvals (General Plan amendments, Specific Plan, Zoning Ordinance amendments, Vesting Tentative Map, Phase 1 Architectural Review Permit, and conditions of approval) for the term of the DA.
- Changes to local regulations will not apply to the project for the term of the agreement (except for health and safety or other limited reasons), but changes to regional, State or Federal laws will apply.
- The project will not be subject to local moratorium or referendum after the initial approval appeal period has expired.

Fees and Benefits:

- Google/YouTube will pay the fees set forth in the Specific Plan including Community Benefit Payments, City-wide Development Impact Fees, Area Impact Fees (for Bayhill specific public improvements), Affordable Housing Impact / Commercial Linkage Fees, City Art Fees, and applicable shoring permit fees.
- Fees will be paid as a condition prior to issuance of foundation permits (which is earlier than the core and shell permit for the actual building when the City otherwise would require payment).
- The fees will be subject to annual cost adjustments per an inflation index.
- Google/YouTube may prepay fees for any lot as identified in the Development Agreement in order to set the fee at the then current level and avoid inflation index increases that might occur before the fee otherwise would be due. Fees that are prepaid but not used due to a reduction in the amount of square feet to be developed in a particular lot, will be credited against fees for the next lot to be developed.
- Google/YouTube will receive a credit in fees against the Community Benefits fee for 75% of the cost advanced by Google/YouTube for preparation of the General Plan amendment, Specific Plan, Zoning amendment, and EIR.

Other Provisions:

- Sales Tax Allocation – Google/YouTube agrees to cause its contractors to list the City as the point of sale of materials purchased for allocation of sales taxes to the City for materials used to construct the project, to the extent allowed by law.
- Subsequent Approvals – The City agrees to process subsequent approvals on a timely basis.
- Amendment of DA – provisions are included to define how the DA is amended in the future, what is a ministerial approval at the staff level, and amendments that require City Council approval.
- Insurance and Indemnity – clauses are included to protect the City from Developer actions and third-party claims arising from implementing the agreement and constructing the project.
- Assignment and Transfer – clauses are included requiring City approval for transfer of the agreement to subsequent owners of the property if sold by the developer and allowing transfer to other Google corporate entities.
- Mortgagee Protections – provisions are made to allow the property to be encumbered with a mortgage, and lenders are not required to fulfill the developer's obligations under the DA; provided, no senior liens that could be foreclosed and remove the DA from title.
- Default and Termination – procedures are included for the process to be followed in the event of a default or termination of the agreement.

Existing Conditions

Phase 1 North and South Area

The Phase 1 North and South site is approximately 8.39 acres in area and consists of two separate parcels, 900 and 1000 Cherry Avenue, both of which are located in the Bayhill Office Park. The greater Bayhill Office Park contains approximately 1.6 million square feet of office space. The property located at 900 Cherry Avenue is currently developed with a six-story office building that measures approximately 102,252 square feet in total area. This property is generally bounded by Grundy Lane to the north, Cherry Avenue to the west, Bayhill Drive to the south, and an office development located at 1150 – 1250 Bayhill Drive to the east. The property located at 1000 Cherry Avenue is currently developed with a three-story office building that measures approximately 94,465 square feet in total area. This property is generally bounded by Interstate 380 to the north, Cherry Avenue to the west, Grundy Lane to the south, and The Police Credit Union located at 1250 Grundy Lane to the east. Both properties are currently developed with surface parking lots that cover the majority of the subject site. Additionally, both properties slope gently downhill from west to east.

Vesting Tentative Map and Development Agreement Area

In addition to the Phase 1 North and Phase 1 South site, the Vesting Tentative Map and Development Agreement also covers the following six parcels, which are owned by Google:

- 1150 – 1250 Bayhill Drive – (APN: 020-015-030)
- 1111 Bayhill Drive – (APN: 020-018-010)
- 1100 Grundy Lane – (APN: 020-011-330)
- 950 Elm Avenue – (APN: 020-015-040)
- 1001 Bayhill Drive – (APN: 020-019-070)
- 999 Bayhill Drive – (APN: 020-011-370)

All parcels identified above are currently developed with existing office buildings, with the exception of 999 Bayhill Drive, which is developed with surface parking.

Environmental Clearance

Phase 1 Architectural Review Permit and Vesting Tentative Map

A Draft Environmental Impact Report (EIR) was prepared that provides a program-level review of the proposed project (i.e., buildout under the Specific Plan) and a project-level review of the Phase 1 development, which includes the Vesting Tentative Map and Development Agreement. As such, the Draft EIR serves as a single CEQA document that provides environmental clearance for both adoption of the Bayhill Specific Plan and approval and entitlement of the Phase 1 development. Future development projects within the Bayhill Specific Plan Area will be subject to individual, site-specific environmental review, as required by State Law. As a programmatic EIR, the Draft EIR could be used to provide streamlined environmental review for future development projects within the Bayhill Specific Plan Area. Future projects will be evaluated for their conformance with the Draft EIR analysis to determine whether later activities may be cleared under or may tier from the Draft EIR and what – if any – additional environmental review will be required.

The Draft EIR evaluates eleven (11) areas of potential environmental impact in detail: Visual Resources, Air Quality, Energy Use, Greenhous Gases, Hydrology and Water Quality, Land Use and Planning, Noise, Population and Housing, Public Services and Recreation, Transportation,

and Utilities and Service Systems. The proposed project's potential impacts and recommended mitigation measures are summarized in the Draft EIR Executive Summary, Table ES-1. The Draft EIR concluded that nearly all of the proposed project's potential impacts could be mitigated. However, the Draft EIR identified a total of five (5) impacts that are significant and unavoidable for the proposed project (buildout under the Bayhill Specific Plan). The significant and unavoidable impacts are summarized in the Bayhill Specific Plan staff report dated September 28, 2021.

The Draft EIR's project-level analysis of the Phase 1 development determined that the Phase 1 development would not result in any significant and unavoidable impacts. Rather, the Draft EIR analysis identified a total of eight (8) mitigation measures that would apply to the Phase 1 development that includes both the Phase 1 Architecture Review Permit and the Vesting Tentative Map. Mitigation measures are included for the following elements: Air Quality, Greenhouse Gases, Hydrology & Water Quality, Noise, and Transportation. The mitigation measures that apply to the Phase 1 development have been included as conditions of approval of the project.
The Draft EIR was circulated for a 45-day review period beginning January 14, 2021. The public comment period ended on March 1, 2021. The comments on the Draft EIR and responses to those comments are contained within the Final EIR document, together with edits to the Draft EIR resulting from comments and staff-identified corrections. The Final EIR was published on August 6, 2021 and included as part of the Planning Commission staff report. Subsequently a "Final EIR Errata" report was prepared identifying minor clerical edits to the Final EIR. The Draft EIR, Draft EIR Appendices, Final EIR and Final EIR Errata combined constitute the complete Bayhill Specific Plan EIR, and can be found at Attachment 18. The City Council is the approval body for certification of the EIR.

Planning Applications, Other Approvals, and Conformance Reviews

Off-Site Curbing Marking
The project includes improving multiple offsite loading zones adjacent to the curb around the perimeter of the Phase 1 development site. Specifically, the applicant is proposing to establish the following on the east side of Cherry Avenue between Bayhill Drive and Grundy Lane, which is adjacent to the existing six-story office building located at 900 Cherry Avenue:

- 80'-0" of red curb on the east side of Cherry Avenue north of curb return at Bayhill Drive for the bus stop.
- 80'-0" of yellow curb for loading and unloading of passengers and materials north of proposed bus stop
- 70'-0" of white curb for loading and unloading of passengers north of the proposed yellow curb.

The applicant is also proposing to establish 136 feet of white curb (passenger loading) on the north side of the realigned Grundy Lane adjacent to the proposed Phase 1 North office building located at 1000 Cherry Avenue. The requested curb markings were reviewed by the Traffic Safety and Parking Committee (TSPC) on May 5, 2021. City Council approval is required to establish the proposed off-site curb marking request.

Airport Land Use Commission Review
The proposed Phase 1 development is located within Airport Influence Area B identified within the Comprehensive Airport Land Use Compatibility Plan for the Environs of the San Francisco International Airport (SFO ALUCP). All projects located within Airport Influence Area B must be

referred to the Airport Land Use Commission. The Airport Land Use Commission must then determine whether the proposed project is consistent with the Comprehensive Airport Land Use Compatibility Plan. On March 11, 2021, the Board of Directors of the City/County Association of Governments of San Mateo County, acting as the San Mateo County Airport Land Use Commission, determined that the proposed Phase 1 development is conditionally consistent with the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport, subject to the following conditions:

- Prior to issuance of a building permit, the project sponsor shall file either Form 7460-1 with the FAA and provide evidence to the City of San Bruno of receipt of an FAA "Determination of No Hazard" or shall provide evidence that the project is exempt from this filing requirement.
- The City of San Bruno shall require that the project sponsor comply with the real estate disclosure requirements outlined in Policy IP-1 of the SFO ALUCP.

The conditions noted above have been incorporated as project conditions of approval. The City Council does not need to take any action relating to ALUC review.

Planning Commission Review:
On August 17, 2021, the Planning Commission held public hearings, discussed a variety of topics that are summarized in Attachment 4, accepted public comments and adopted the following Resolutions:

- Resolution No. 2021-04: A Resolution of the Planning Commission of the City of San Bruno recommending City Council certification of the Bayhill Specific Plan EIR and Approval of Amendments to the City of San Bruno General Plan, the Bayhill Specific Plan, and amendment to the City of San Bruno Zoning Code and Zoning Maps for property in the Bayhill Office Park.
- Resolution No. 2021-05: A Resolution of the Planning Commission of the City of San Bruno recommending City Council approval of the Google Vesting Tentative Map, Phase 1 Architectural Review Permit, and the Development Agreement for property in the Bayhill Office Park.

A summary of the questions asked during the August 17, 2021 Planning Commission meeting, followed by staff's/consultant's responses are included in Attachment 4.

Project Analysis

Proposed Phase 1 Building Design:

Site Layout
Regarding overall site layout and building design, General Plan Policy LUD-51 promotes the construction of professional and administrative office buildings on existing surface parking lots in the Bayhill Office Park. The Phase 1 site, which consists of two parcels of land (1000 Cherry Avenue – Phase 1 North & 900 Cherry Avenue – Phase 1 South), is currently developed with two office buildings that will remain. There are currently a total of 576 surface level parking spaces located at Phase 1 North and Phase 1 South. As proposed, both office buildings would be constructed over three levels of subterranean parking, which is consistent with applicable General Plan Policy.

As specified within the proposed Bayhill Specific Plan Zoning Ordinance, setbacks along street frontages shall have a 10-foot minimum setback and a 30-foot average setback. Both Phase 1

North and Phase 1 South meet the required setbacks along the street frontage. Additionally, per the proposed Bayhill Specific Plan Zoning Ordinance, office developments are subject to a maximum lot coverage calculation of 70%. Phase 1 North has a lot coverage calculation of 61%, and Phase 1 South has a lot coverage calculation of 63%, which meets the proposed standards in the Bayhill Specific Plan Zoning Ordinance.

Vehicular access to the Phase 1 North site would be achieved via two new driveways located on the north side of Grundy Lane. Specifically, the westernmost driveway would provide employee access to the subterranean garage. The easternmost driveway serves as a fire lane, which extends along the eastern and northern portion of the site. The easternmost driveway will also be used to access the Phase 1 North Building's loading dock, which is a centralized dock with service access and vehicle delivery areas serving both Phase 1 North and Phase 1 South buildings. The transport of goods between the Phase 1 North and Phase 1 South site would occur through the below grade tunnel beneath Grundy Lane that connects the Phase 1 North and Phase 1 South subterranean garages. Vehicular access to the Phase 1 South subterranean garage would be provided via two new driveways. Specifically, employee vehicular access to the Phase 1 South site would be provided via a new driveway located on the south side of Grundy Lane. Parking for visitors to the new Phase 1 North and Phase 1 South buildings and the existing buildings at 900 and 1000 Cherry Avenue would be provided in the upper most level of the Phase 1 South subterranean garage, which would be accessed via a new driveway on Bayhill Drive.

Employee pedestrian access to the proposed Phase 1 office development would be provided at several locations along each street frontage (Grundy Lane and Bayhill Drive). The main pedestrian entry to the proposed Phase 1 North Building would be provided via a publicly accessibly entry plaza adjacent to the north side of Grundy Lane. The main pedestrian entry to the proposed Phase 1 South Building would be provided via a publicly accessible entry plaza on the south side of Grundy Lane. A second pedestrian entrance, which would provide visitors access to the Phase 1 South building would be provided along the Bayhill Drive frontage.

Building Form & Mass

Bayhill Specific Plan Policy 3-19 states, "New buildings shall not have a bulky, box-like appearance. Architectural design shall compose massing to express site context, accenting main building entrances, building corners, adjacent intersections, the Greenway, and/or other open spaces." Additionally, Specific Plan Urban Design Guideline DG-1 states the following:

"Regional Office Building in the Bayhill Regional Office (BRO) designated land use area should incorporate:

a. Varied Building Massing – No more than 50 percent of the length of a building façade should be continuous without a change in massing.
b. Architectural Projections – including balconies, cornices, fascia panels, and cantilevered roof slabs, that are light-weight and relatively unobtrusive in appearance.
c. Architectural Windows – with mullions to create a multi-pane pattern for human scale and interest.
d. All Side Design – with quality architectural elements and material on all building facades."

Staff finds that both proposed office buildings comply with Specific Plan Policy 3-19 and Urban Design Guideline DG-1. Specifically, both proposed buildings incorporate a sawtooth façade design. The saw tooth design allows for diagonally oriented pocket spaces, which breaks up the mass of the building and provides additional architectural interest. Additionally, the sawtooth

design is proposed along all four exterior elevations for both buildings, which ensures that no more than 50 percent of the length of a building façade would be continuous without a change in massing. The main building entrances are accentuated by balconies, planters, and special paving surfaces.

The proposed Bayhill Specific Plan Zoning District standards require any new building to be no more than 600 feet in total building length. The Phase 1 North building measures approximately 420 feet in total length, while the Phase 1 South Building measures approximately 370 feet in total length. Detailed analysis of how the proposed Phase 1 project conforms to the drat Bayhill Specific Plan is included in the Phase 1 Consistency Review Memo as Attachment 17.

Exterior Materials

Staff finds that the project includes a variety of exterior materials that contribute additional architectural interest as demonstrated in the proposed color and material board (Attachment 12). Specifically, both Phase 1 buildings incorporate a sawtooth steel and glass curtain wall design, which is a recommended finishing material per Specific Plan Urban Design Guideline DG-5. Per Specific Plan Policy 3-26, anti-reflective glass with a reflectivity rating of 10% - 20% shall be required. This requirement has been included as a project condition of approval. Horizontal window panels are canted and louvered on south, east, and west facades, rather than inset as recommended by the Guidelines. Windows also incorporate mullions to create a multi-pane pattern for human scale and interest. Staff finds that the 1'-0" louvers and mullions provide adequate surface relief and justify not insetting per the Bayhill Specific Plan Guidelines. Additionally, glass fiber reinforced concrete (GFRC) panels are proposed, but the GFRC panels will be treated with landscaping, which will create "green wall" segments that provide for varied building massing.

The proposed roofs for both Phase 1 buildings are relatively flat and include a painted metal parapet, which provides additional architectural interest. The roof materials are light in color, which minimize heat island effects. The roofs also incorporate solar panels and a green roof.

The above-grade pedestrian bridge that connects Phase 1 North and Phase 1 South at the second-floor level uses the following high quality finishing materials:

- Douglas Fir Glulam or its equivalent will be used for the walking surface.
- Painted structural steel columns would support the pedestrian bridge.
- A painted metal railing with stainless steel cables is also proposed.

As proposed, staff finds that the project is consistent with General Plan Policy LUD-73, which requires buildings with a continuous façade of 100 feet or longer to use non-reflective materials to minimize the adverse impact of glare. Additionally, staff finds that the project is consistent with Bayhill Specific Plan Urban Design Guideline DG-5, which includes a variety of recommendations for wall surface materials, specific window treatments, and rooftop amenities/features. Lastly, the proposed above grade pedestrian bridge is consistent with Bayhill Specific Plan Policy 3-9, which requires pedestrian bridges to utilize materials that are lightweight in appearance, with slender metal support members and railings.

Signage

No exterior building signage is proposed at this time, any future proposed signage will be subject to additional review. All exterior building signage must be consistent with the City's current Sign regulations, which are included in Chapter 12.104 of the San Bruno Municipal Code. A maximum of 225 square feet of signage would be permitted for both Phase 1 (Phase 1N and 1S) office buildings.

Lighting

A variety of different lighting fixtures are proposed on private property throughout the entire Phase 1 site. Specifically, the Cherry Avenue Plaza, located at the Phase 1 North site would include decorative bollard lighting along the landscaped perimeter and at the center of the plaza. Additionally, decorative light fixtures would be attached directly to the proposed trellises located within the Cherry Avenue Plaza. The remainder of the Phase 1 North site would include building mounted lighting at the first-floor level, decorative bollard lighting along the Grundy Lane frontage, as well as accent lighting provided at handrails. Similar lighting fixtures are proposed throughout the Phase 1 South site.

New street lighting is proposed along the entire realigned Grundy Lane, on the east side of Cherry Avenue between Bayhill Drive and I-380 adjacent to the Phase 1 North and South site, and at the multi-modal transportation hub. Specifically, the applicant is proposing two different types of street lighting fixtures. One streetlight fixture would contain a single mast arm for roadways, and the other streetlight fixture would contain a "high-low" fixture with a mast-arm for roadways and pedestrian lights for sidewalks.

Landscaping

Street/Median Trees: Bayhill Specific Plan Policy 3-2 requires the incorporation of curbside planting strips, curbside street trees, median street trees and landscaping. Additionally, Bayhill Specific Plan Urban Design Guideline DG-6 indicates that street trees should be planted in curbside planting strips with a minimum horizontal dimension of 4 feet (6 feet recommended). Urban Design Guidelines DG-6 also indicates that street trees should be a minimum of 36-inch box and on average should be located 20 feet on center, unless site-specific conditions necessitate a different spacing. As proposed all curbside planting strips meet the 4-foot minimum width requirement identified in Urban Design Guidelines DG-6. Additionally, all street/median trees would meet the minimum 36-inch box requirement. Specifically, the following street/median trees are proposed:

- 48-inch Box Big Leaf Maple street trees are proposed along the majority of the realigned Grundy Lane, the portion of Bayhill Drive that is adjacent to the Phase 1 South site, and the multi-modal transportation hub.
- 48-inch Box Big Leaf Maple trees are proposed within both medians along Bayhill Drive adjacent to the Phase 1 South site.
- 36-inch California Sycamore street trees are proposed along the Cherry Avenue frontage adjacent to the Phase 1 North and Phase 1 South site.
- 36-inch California Sycamore trees are proposed within both medians along Cherry Avenue adjacent to the Phase 1 North and Phase 1 South site.

However, staff has included a condition of approval requiring additional street tree plantings at approximately 20 feet on center along Grundy Lane and Bayhill Drive. Currently, the plans depict gaps in street tree plantings of approximately 200 feet along the Grundy Lane frontage of Phase 1 North, approximately 230 feet along the Grundy Lane frontage of Phase 1 South, and approximately 150 feet along the Bayhill Drive frontage of Phase 1 South.

Additional Ground Covers & Landscaping:

Bayhill Specific Plan Policy 3-14, and Urban Design Guideline DG-9 and DG-11, require the use of native and drought tolerant landscaping. As proposed a variety of drought tolerant trees, shrubs, ferns, grasses, vines, and groundcovers are proposed throughout the entire Phase 1 project site. The proposed landscaping is generally consistent with the intent of the Specific Plan

Guidelines, with additional plants proposed that appear to be listed in the Bay Friendly Landscape Guidelines, and the UC Davis Water Use Classification of Landscape Species List (WUCOLS) of low and moderate water-using plants.

Bayhill Specific Plan Policy 3-3 requires naturalistic site grading and earthwork. As proposed, the project site grading creates a naturalistic appearance, without dramatic terracing, berming, and other obvious earthwork approaches, and provides for minimal differences in elevations between building entrances and adjacent sidewalk grades.

Other Improvements:

Cherry Avenue Plaza

Specific Plan Policy 3-5 requires a publicly-accessible, privately-owned and privately-maintained plaza be provided by the property owner as part of new development at 1000 Cherry Avenue. Bayhill Specific Plan Policy 3-5 indicates the plaza shall provide a community open space area, with improvements to include adequate lighting, irrigation systems, hardscape area and landscaping. As proposed and as previously described within the staff report, the applicant will install an outdoor plaza as part of the Phase 1 North construction, consistent with Specific Plan Policy 3-5.

Additionally, Specific Plan Policy 3-13 states that outdoor use areas shall be configured in a way to reduce the effect of traffic noise. The existing structure located at 1000 Cherry Avenue shields the plaza from Interstate 380, which is located just north of the subject site. A series of street trees are proposed along the Cherry Avenue frontage and new trees are proposed in the landscaped areas surrounding the central plaza area, which may provide some additional noise diffusion. Staff finds that the proposed design and overall layout of the Cherry Plaza complies with Specific Plan Policy 3-13.

Multi-Modal Transportation Hub

Specific Plan Policy 2-18 requires that an off-street multi-modal transportation hub be established to accommodate private bus/shuttle loading and unloading without impacting city streets. As previously noted, the proposed Phase 1 office development includes an off-street multi-modal transportation hub that would accommodate Google/YouTube employees in a dedicated area outside the public right-of-way. The proposed multi-modal transportation hub is located on the 950 Elm Avenue property owned by Google and would connect Grundy Lane and Bayhill Drive. The proposed multi-modal transportation hub would provide a centralized location for private buses and shuttles, thereby, limiting impacts on the public streets within the Bayhill Office Park area.

Specific Plan Policy 3-8 indicates that the transit hub shall include walkways, weather shelters, seating, lighting, and other amenities consistent with the enhanced pedestrian environment street frontages. The multi-modal transportation hub will include walkways/sidewalks that will connect Bayhill Drive with Grundy Lane. As proposed, the transit hub includes four decorative weather shelters. Each weather shelter would include a wood bench that would be covered by a glass roof panel, which is supported by steel columns. LED lighting would be provided underneath each wood bench. A total of nine new trees and various ground cover would also be included. As such, staff finds that the multi-modal transportation hub is consistent with Specific Plan Policy 3-8.

Pedestrian Bridge

As previously noted, an above grade pedestrian bridge that extends over Grundy Lane would

connect the Phase 1 North building and Phase 1 South building at the second-floor level. The proposed pedestrian bridge would be no wider than 20 feet, with an inside clear width of 18 feet, and 18 feet of vertical clearance from the roadway below. Materials are lightweight in appearance, with metal support members, wood decking, and cable railings to comply with Bayhill Specific Plan Policy 3-9 that the visual impact of pedestrian bridges shall be minimized

Grundy Lane, Bayhill Drive, and Cherry Avenue Enhancements

Grundy Lane Enhancements: Bayhill Specific Plan Policy 4-1c indicates that the realigned Grundy Lane shall incorporate bicycle sharrows (road markings), a curbside planting strip/stormwater planter, widened sidewalks, and curbside parking along the northern frontage. Staff finds that the proposed Grundy Lane enhancements are consistent with this policy. In its current configuration, Grundy Lane includes two 6'-0" wide sidewalks, two 16'-0" wide travel lanes, and two 8'-0" wide parking lanes provided on the north and south side of the street. With the proposed Phase 1 Development the realigned/straightened Grundy Lane would include the following enhancements:

- 8'-0" wide sidewalks would be provided on both sides of Grundy Lane.
- 5'-0" wide curbside planting strips/stormwater planters would be provided on both sides of Grundy Lane.
- The downhill (eastbound) travel lane will measure 12'-6" in total width.
- The uphill (westbound) travel lane will measure 13'-6" in total width.
- An 8'-0" wide parking strip/lane will be provided on the north side of Grundy Lane.
- Two midblock crossings are proposed on Grundy Lane to provide safe, at-grade pedestrian connections at the multi-modal transportation hub and at Elm Avenue. Both midblock crossings would contain rectangular rapid flashing beacons.
- Roadway markings (bicycle sharrows) would be included.
- The Grundy Lane/Cherry Avenue intersection would be enhanced with new crosswalk striping and accessible curb ramps.

Bayhill Drive Enhancements**:** Bayhill Specific Plan Policy 4-1b indicates that Bayhill Drive will be reduced from four lanes to two lanes west of Elm Avenue to accommodate new striping-buffered bike lanes, widened sidewalks, and curbside planters. Staff finds that the proposed Bayhill Drive enhancements are consistent with this policy. In its current configuration, the portion of Bayhill Drive that fronts the Phase 1 South building site includes two 7'-0" side sidewalks, a total of four travel lanes with a combined width of 50'-0" feet, and a 16'-0" wide median/turning lane. The portion of Bayhill Drive that is adjacent to the Phase 1 South development site would include the following enhancements:

- 10'-0" wide sidewalks would be provided on both sides of Bayhill Drive.
- 6'-6" wide curbside planting strips/stormwater planters would be provided on both sides of Bayhill Drive.
- The number of travel lanes would be reduced from two in each direction to one in each direction. Each travel lane would measure 11'-0" in width.
- 6'-0" wide bike lanes would be provided in each direction.
- A 1'-6" vehicular/bicycle buffer strip would be provided between the travel lane and bike lane in both directions.
- 10'-0" median/turning lanes would be provided.

Cherry Avenue Enhancements**:** Bayhill Specific Plan Policy 4-1a indicates that Cherry Avenue

would include modifications to existing travel lane width, bicycle safety improvements, and pedestrian improvements. Staff finds that the proposed Cherry Avenue enhancements are consistent with this policy. In its current configuration, the portion of Cherry Avenue located between Bayhill Drive and Grundy Lane includes travel lanes measuring between 13'-0" and 18'-0" in width with a 5'-0" median.

The portion of Cherry Avenue that is located between Bayhill Drive and Grundy Lane would include the following enhancements:

- A 6'-0" wide sidewalk would be located on the east side of Cherry Avenue adjacent to the Phase 1 South site.
- A 4'-0" wide curbside planting strip/stormwater planter would be provided on the east side of Cherry Avenue adjacent to the Phase 1 South site.
- 11'-0" wide travel lanes would be provided in both directions.
- A 10'-0" wide turning lane would be incorporated when traveling in the southerly direction at the Cherry Avenue/Grundy Lane intersection.
- A 6'-0" wide Class II bicycle lane would be located on the east side of Cherry Avenue adjacent to the Phase 1 South site.
- Roadway markings (bicycle sharrows) would be located on the west side of Cherry Avenue adjacent to 901 Cherry Avenue.

The portion of Cherry Avenue located north of the realigned Grundy Lane would include the following enhancements:

- An 8'-0" wide sidewalk would be located on the east side of Cherry Avenue adjacent to Cherry Avenue Plaza and the Phase 1 North site. The 8"-0" wide sidewalk would taper down to 6'-0" in width, as you travel in the northerly direction towards Interstate 380.
- A 6'-0" wide curbside planting strip/stormwater planter would be provided on the east side of Cherry Avenue adjacent to Cherry Plaza and the Phase 1 North site.
- 12'-0" wide travel lanes would be provided in both directions.
- Median adjustments are proposed to accommodate delivery/loading vehicles that are turning left onto Cherry Avenue as they exit the Phase 1 North site onto Cherry Avenue.
- Roadway markings (bicycle sharrows) would be located on both sides of Cherry Avenue.

Sustainability Measures

Bayhill Specific Plan Policy 3-25 promotes environmental sustainability in building design. The policy specifically mentions the use of solar panels, natural light and ventilation, cool/green roofs and walls, and the use of sustainable building materials, all of which are proposed with the Phase 1 development.

FISCAL IMPACT:

Per Section 2.2.1 of the Development Agreement, the initial Development Agreement term is subject to Google/YouTube paying all of the development fees (Community Benefits, Development Impact, and other fees) to the City for Phase 1 plus Lot 2 (the Lakes Property) of the project at the time the foundation permit is approved for Phase 1. The total payment is approximately $56.2 Million (Lot 2 fees of $22.9 million which will be prepaid). An additional five-year extension is granted upon the completion of construction of Phase 1, Lot 2 and a third lot (one of lots three, four or five).

Per Section 4.8 of the Development Agreement (Credit for Plan Preparation Costs), credits shall be applied to Developer's monetary obligations for 75% of the monies contributed by Developer toward preparation of the General Plan Amendment and related Bayhill Specific Plan and nexus study. Developer agrees that 25% of the funds that it paid City for such planning work is deemed spent to process approvals for Phase 1 and does not warrant any credit. Credits shall be applied in equal one-third (1/3) shares against existing Impact Fees and Community Benefits Payments otherwise owed for Phase 1, and the next two Lots that are developed by Developer.

NEXT STEPS

If the City Council approves the first reading of the attached Development Agreement Ordinance, the second reading would occur on October 12, 2021. The ordinance would go into effect 30 days after the second reading. If the City Council approves the attached Resolutions, they would go into effect concurrently with the Ordinance.

ALTERNATIVES

1. Do not adopt resolutions or approve first reading of the ordinance to approve the applications.
2. Request changes to the project as proposed and/or the conditions of approval.

RECOMMENDATION

Hold Public Hearing and Take the Following Actions to Approve Google LLC's Phase 1 Development Located in the Bayhill Office Park:

1. Adopt Resolution Approving a Phased Vesting Tentative Tract Subdivision Map with Lot Line Adjustments, Realignment of Grundy Lane Involving Vacation of Current Public Roadway and Utility Easements and Dedication of new Roadway Right-of-Way in Fee and Granting of New Utility Easements, and Vacation of a Portion of Elm Avenue, as Shown on the Map For Google LLC's Property in the Bayhill Area of the City.
2. Waive First Reading and Introduce Ordinance Approving a Development Agreement Between the City of San Bruno and Google LLC, A California Limited Liability Company for the Google Project Located in the Bayhill Office Park.
3. Adopt Resolution Approving an Architectural Review Permit For Phase 1 of Google LLC's Development Plans in the Bayhill Area of the City.
4. Adopt Resolution Authorizing Various Curb Marking Changes Along Frontages of 900 Cherry Avenue and 1000 Cherry Avenue in the Bayhill Area of the City for Phase 1 of Google LLC's Development Plans.

LEGA NOTICES

1. Notice of Public Hearing was distributed to the following parties on September 17, 2021:
    a. All property owners and occupants within the Bayhill Specific Plan Area.
    b. All occupants adjacent to the Bayhill Specific Plan Area.
    c. All property owners within 600 feet of the Bayhill Specific Plan Area.
    d. All agencies, organizations and individuals that commented on the Draft EIR.
2. Notice of September 28, 2021, City Council hearing was also published in the San Mateo Daily Journal on Saturday, September 18, 2021.

DISTRIBUTION:

None

ATTACHMENTS:

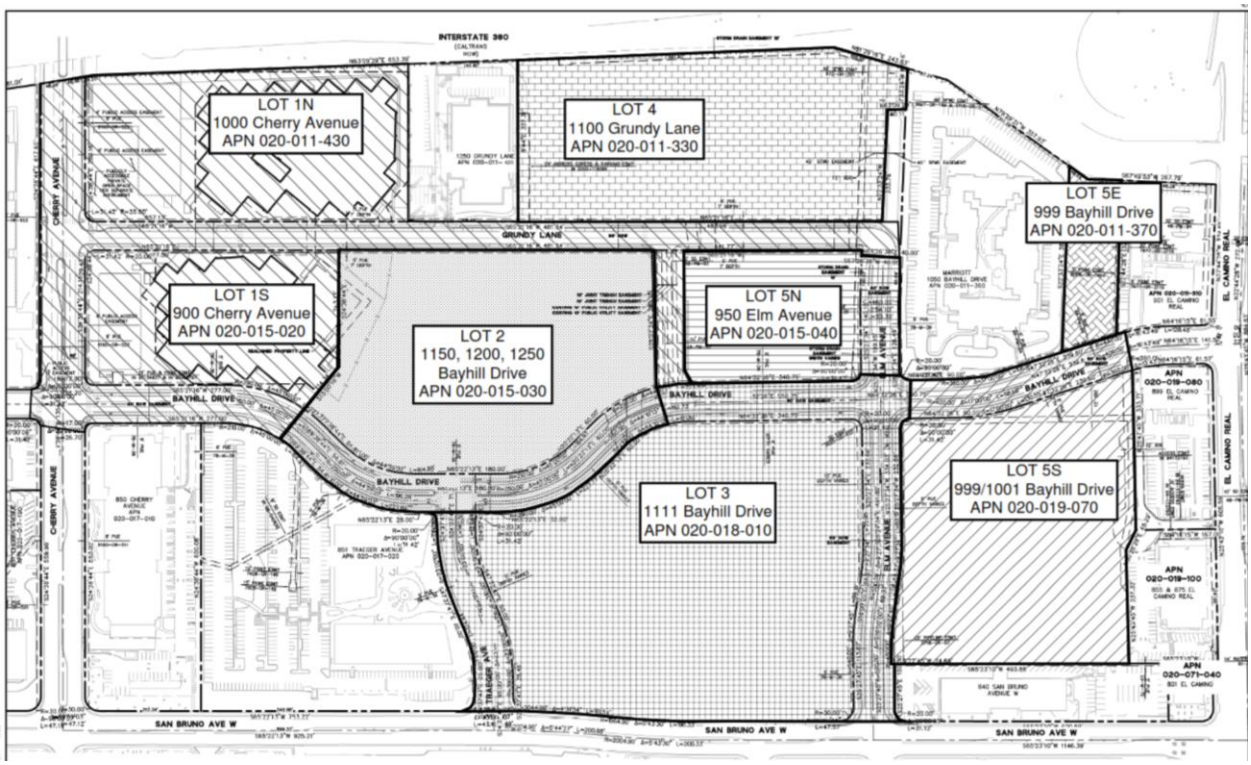
1. Location Map & Site Photos
2. Findings For Approval
3. Planning Commission Resolution 2021-05 Recommending Approval of a Vesting Tentative Map, the Phase 1 Architectural Review Permit, and the draft Development Agreement including the preliminary Conditions of Approval.
4. August 17, 2021 Planning Commission Summary of Questions/Answers
5. City Council Resolution Approving a Vesting Tentative Tract Subdivision Map with Lot Line Adjustment, Realignment of Grundy Lane Involving Vacation of Current Public Roadway and Utility Easements and Dedication of new Roadway Right-of-Way in Fee and Granting of New Utility Easement, and Vacation of a Portion of Elm Avenue, as Shown on the Map For Certain Property in the Bayhill Area of the City.
   Exhibit A: Vesting Tentative Map Conditions of Approval
6. City Council Ordinance Approving a Development Agreement Between the City of San Bruno and Google LLC, A California Limited Liability Company for the Google Project Located in the Bayhill Office Park.
   Exhibit A: Development Agreement
7. City Council Resolution Approving an Architectural Review Permit For Phase 1 of Google LLC's Development Plans in the Bayhill Area of the City.
   Exhibit A: Architectural Review Permit Conditions of Approval
8. City Council Resolution Authorizing Various Curb Marking Changes Along Frontages of 900 Cherry Avenue and 1000 Cherry Avenue in the Bayhill Area of the City of the Google Phase 1 Project.
   Exhibit A: Curb Marking Changes
9. Project Plans & Renderings - Link
10. Vesting Tentative Map Plans - Link
11. Applicant's Project Description
12. Colors and Materials Board
13. Construction Parking Exhibit
14. Mechanical Parking/Valet Assist Parking Exhibit
15. Transportation Demand Management Plan
16. Bayhill Specific Plan VMT Monitoring and Mitigation Plan
17. Phase 1 Consistency Review Memo
18. EIR (Draft EIR, Draft EIR Appendices, Final EIR and Final EIR Errata) - Link
19. Mitigation Monitoring and Reporting Program (MMRP) - Link
20. Statement of Findings and Draft Statement of Overriding Considerations
21. Draft Bayhill Specific Plan - Link

DATE PREPARED:

September 22, 2021

Location Map and Site Photos

TM19-001, AR19-004, DA21-002



- **Lot 1N = Phase 1 North**
- **Lot 1S = Phase 1 South**
- **Lot 2 = Lakes Buildings (To be demolished as part of Phase 1 Development)**
- **Lot 5N = Multi-Modal Transportation Hub Proposed on Western Portion of Lot**

Vesting Tentative Map and Development Agreement Affect the Following Parcels:

- **Lot 1N**
- **Lot 1S**
- **Lot 2**
- **Lot 3**
- **Lot 4**
- **Lot 5N**
- **Lot 5S**
- **Lot 5E**

900 Cherry Avenue – Phase 1 South Site
(View from Cherry Avenue)

900 Cherry Avenue – Phase 1 South Site
(View from Grundy Lane)

1000 Cherry Avenue – Phase 1 North Site
(View from Cherry Avenue)

1000 Cherry Avenue – Phase 1 North Site
(View from Grundy Lane)

1250 Grundy Lane – Property Adjacent to 1000 Cherry Avenue (Phase 1 North)
(View From Grundy Lane)

The Lakes (1150 - 1250 Bayhill Drive) – Property Adjacent to 900 Cherry Avenue (Phase 1 South) (View From Traeger Avenue)

Attachment 1

Attachment 2 - Findings For Approval

The City shall grant the requested project approvals only if the City Council makes all of the following findings. Required findings are in **bold** followed by staff's analysis of the merits of the project and how the findings can be made. (Wording for these findings quoted from the Municipal Code may be revised in the proposed City Council Resolution to reflect the specific approvals involved.) Additionally, staff finds that the proposed Phase 1 development is consistent with the General Plan, Bayhill Specific Plan, and the new Bayhill Zoning Ordinance, which is summarized in the Phase 1 Consistency Review, and included as Attachment 17.

With respect to the **Vesting Tentative Map,** the City Council finds:

1. **The proposed tract map, together with the provision for its design and improvement, is consistent with the general plan and any specific plan as specified in Section 65451 of the Government Code. (SBMC 12.36.220.A)**

A General Plan Amendment is required to establish the Land Use Designations set forth in the Bayhill Specific Plan. Specifically, all eight properties included in the Vesting Tentative Map will have a General Plan Land Use Designation of Bayhill Regional Office. The Bayhill Regional Office General Plan Land Use Designation allows for a 2.0 maximum FAR and permits regional office development located in a campus-style setting. Ancillary uses (Retail sales and services, health and exercise clubs, personal services, business services, restaurants, etc.) would also be permitted, as long as they are ancillary to the main office use. A residential overlay is also applied to the property located at 1111 Bayhill Drive. A total of 158 units are allowed at 1111 Bayhill Drive. All eight properties would also have a Specific Plan Land Use Designation of Bayhill Regional Office. The Vesting Tentative Map is consistent with both the General Plan and the Bayhill Specific Plan. General Plan Land Use Policy LUD-51 promotes the construction of professional and administrative office on existing surface parking lots in Bayhill Office Park. As proposed, the Vesting Tentative Map would allow for future office development to take place on existing surface parking lots.

2. **The real property to be subdivided, and each lot or parcel to be created is of such character that it can be used safely for building purposed without danger to health or peril from fire, flood, geologic hazard or other menace. (SBMC 12.36.220.B)**

The project involves the realignment of Grundy Lane, which affects several properties along the Grundy Lane frontage. As such, the applicant has submitted a Vesting Tentative Map to realign and adjust the parcel boundaries for the affected properties. Conditions of approval have been included to comply with the Fire Department, Building Division and Public Works Department requirements. These conditions of approval will ensure that each property affected by the Vesting Tentative Map can be safely developed without danger to health from fire, geologic hazard, and ground contamination.

3. **Each lot or parcel to be created will constitute a buildable site and will be capable of being developed in accordance with the applicable provisions of the zoning ordinance. (SBMC 12.36.220.C)**

A new Zoning Code Chapter (Chapter 12.290 – Bayhill Specific Plan Districts) is proposed to

ensure that the Bayhill Specific Plan area is developed in a comprehensively planned manner, compatible with adjacent uses and consistent with the Bayhill Specific Plan policies. The new Zoning Code Chapter prescribes standards, rules, and procedures for development. As proposed, the minimum lot size in the Bayhill Regional Office Zoning District is 35,000 square feet. All eight parcels included within the Vesting Tentative Map meet the minimum parcel size of 35,000 square feet and are capable of being developed in accordance with all applicable provisions included within the new Zoning Code Chapter.

4. The site is physically suitable for the type of proposed density of development. (SBMC 12.36.220.D)

A total of eight parcels are included in the Vesting Tentative Map. The eight parcels vary in size from 0.87 acres to 9.80 acres in total area. The Bayhill Specific Plan allocates 2,245,029 square feet of regional office development on a parcel-by-parcel basis. The table below includes the overall size of each parcel (post Vesting Tentative Map approval) and the total amount of development allocated to each parcel in square feet:

Proposed Lot Square Footage Table – Pre-Grundy Lane Realignment				
Address	**APN**	**Lot Square Footage**	**Lot Acreage**	**Allocation of Development per Bayhill Specific Plan – Sq. Ft.**
1000 Cherry Avenue	020-011-430	213,626	4.90	248,000
900 Chery Avenue	020-015-020	151,869	3.49	192,000
1150 – 1250 Bayhill Drive	020-015-030	283,155	6.50	301,476
1111 Bayhill Drive	020-018-010	426,711	9.80	363,863
1100 Grundy Lane	020-011-330	271,353	6.23	328,877
950 Elm Avenue	020-015-040	117,852	2.70	52,568
1001 Bayhill Drive	020-019-070	263,835	6.06	290,735
999 Bayhill Drive	020-011-370	37,873	0.87	40,510

All parcels identified above are currently developed with existing office buildings, except 999 Bayhill Drive, which is developed with a surface parking lot. Staff finds that all parcels included within the Vesting Tentative Map are physically suitable for development, as referenced in the table above.

5. The design of the subdivision and improvements, and the type of improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat or to cause serious public health problems (SBMC 12.36.220.E)

Various conditions of approval have been included to ensure the improvements are not likely to cause substantial environmental damage or cause serious public health problems. For example, a nesting bird survey is required prior to any demolition/grading activities that are planned to take place during the nesting/breeding season of native bird species (typically February through August).

6. The design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large, for access through, or use of, property within the proposed subdivision. (SBMC 12.36.220.F)

The project involves the realignment of Grundy Lane, which affects several properties along the

Grundy Lane frontage. As such, the applicant has submitted a Vesting Tentative Map to realign and adjust the parcel boundaries for the affected properties. There are several utility easements on the affected properties which will be relocated to accommodate the proposed development. As conditioned, the City reserves the right to create any needed easement on the property to accommodate public utilities and access, as determined by the City Engineer.

With respect to the **Phase 1 Architectural Review Permit**, the City Council finds:

7. **The proposed buildings, site plan, and landscaping are in substantial conformance with the goals, policies, and objective development standards of the zoning code, General Plan, and applicable Specific Plans. (12.108.030.A)**

General Plan Policy LUD-51 promotes the construction of professional and administrative offices on existing surface parking lots in the Bayhill Office Park. The proposed Phase 1 development consists of two, three-story office buildings totaling 440,000 square feet of office space with 1,896 parking spaces located within three levels of subterranean parking. The buildings and associated subterranean parking garages would be constructed on existing surface parking lots located adjacent to the existing buildings located at 1000 and 900 Cherry Avenue, consistent with General Plan Policy LUD-51.

The Bayhill Specific Plan allocates new development on a parcel-by-parcel basis to support significant increases in the regional office and hotel space in the Bayhill shopping area, and to allow new housing development. Individual parcels are allocated amounts of development according to site conditions and other factors as described in the Specific Plan. The maximum FAR of any individual parcel shall be 2.0. The Bayhill Specific Plan allocates 248,000 square feet of development to the Phase 1 North site, and 192,000 square feet of development to the Phase 1 South site. The Phase 1 development is consistent with allocation of potential development, as specified within the Bayhill Specific Plan.

Bayhill Specific Plan Policy 3-2 requires the incorporation of curbside planting strips, curbside street trees, median street trees and landscaping. Additionally, Bayhill Specific Plan Urban Design Guideline DG-6 indicates that street trees should be planted in curbside planting strips with a horizontal dimension of 4 feet (6 feet recommended). Urban Design Guidelines DG-6 also indicates that street trees should be a minimum of 36-inch box and on average should be located 20 feet on center unless site-specific conditions necessitate a different spacing. As proposed all curbside planting strips meet the width requirement identified in Urban Design Guidelines DG-6. Additionally, all street/median trees would meet the minimum 36-inch box requirement.

Proposed new Chapter 12.290 of the San Bruno Municipal Code for the Bayhill Specific Plan Area includes the following development standards that would apply to the Phase 1 Development:

- Minimum Lot Size: 35,000 square feet
- Maximum Lot Coverage: 70%
- Maximum Building Length: 600 feet
- Setback Along Street Frontages:
    - Grundy Lane – 10 feet minimum/30 feet average
    - Bayhill Drive – 10 feet minimum/30 feet average
    - Side, Interior – 10 feet minimum
    - Rear – 10 feet minimum
- Separation between office buildings: 15 feet minimum

- Building Height: Maximum shall be 50 feet, or three stories
- Landscaping: 15% minimum, or 12.5% minimum if the lot incorporates a public amenity that is approved, such as a publicly accessibly plaza.

As proposed, the Phase 1 North and Phase 1 South office buildings are consistent with all development standards referenced above.

8. The site for the proposed development is adequate in size and shape to accommodate proposed building site plan and landscaping. (12.108.030.B)

The proposed Phase 1 office development is comprised of two separate parcels: 1000 Cherry Avenue (Phase 1 North), and 900 Cherry Avenue (Phase 1 South). The proposed development consists of two, three-story office buildings totaling 440,000 square feet of office space with 1,896 parking spaces located within three levels of subterranean parking. Specifically, Phase 1 North would be developed with a 248,000 square foot three-story office building, and Phase 1 South would be developed with a 192,000 square foot three-story office building.

The Phase 1 North and Phase 1 South building sites are rectangular in shape and are able to accommodate both proposed buildings. The Phase 1 North site would measure 213,626 square feet in total area (4.90 acres). The Phase 1 South site would measure 151,869 square feet in total area (3.49 acres). Both sites would also be adequately landscaped consistent with Bayhill Specific Plan policies and guidelines.

9. The design of the building site plan, landscaping, and streetscape, including street trees, lighting, and street furnishings, is consistent with the character of the surrounding area, and would not create an adverse visual impact on the surrounding area. (12.108.030.C)

Both proposed buildings incorporate a saw tooth façade design. The saw tooth design allows for diagonally oriented pocket spaces that will consist of landscaping, which breaks up the mass of the building and provide additional architectural interest. 36-inch California Sycamore street trees are proposed along Cherry Avenue, adjacent to the existing structures located at the Phase 1 North and South sites. 48-inch Big Leaf Maple trees are proposed along portions of the Phase 1 North and South sites along Grundy Lane and Bayhill Drive.

New street lighting is proposed along the entire realigned Grundy Lane, on the east side of Cherry Avenue between Bayhill Drive and I-380 adjacent to the Phase 1 North and South site, and at the multi-modal transportation hub. Specifically, the applicant is proposing two different types of street lighting fixtures. One streetlight fixture would contain a single mast arm for roadways, and the other streetlight fixture would contain a “high-low” fixture with a mast-arm for roadways and pedestrian lights for sidewalks.

The Phase 1 North site includes Cherry Avenue Plaza, which is an outdoor plaza that will be accessible by the public at the northeast corner of Cherry Avenue and Grundy Lane. The plaza measures approximately 16,500 square feet in total area. The plaza will contain a number of tables and chairs, custom planter benches, specially fabricated chairs, as well as six decorative wood/metal trellises. Additionally, benches will be provided along Grundy Lane and Bayhill Drive adjacent to the Phase 1 North and Phase 1 South buildings.

Staff finds that the design of the building site plan, landscaping, and streetscape, including street trees, lighting, and street furnishings, is consistent with the character of the surround area, and would not create an adverse visual impact on the surrounding area.

10. The development will not be detrimental to public health, safety, or welfare. (12.108.030.D)

The project site is located on an 8.39-acre site within the Bayhill Office Park, which contains approximately 1.6 million square feet of office space. The Phase 1 North site and Phase 1 South site is currently developed with two office buildings measuring 94,465 s.f. and 102,252 s.f. The applicant is proposing to construct two new office buildings totaling 440,000 square feet within the existing surface parking lots. Staff finds that the incorporation of two new office buildings is consistent with and would blend in with the surrounding land uses, which primarily consist of other office developments. The development also includes enhancements along the project frontages, which included widened sidewalks, which will create a safer environment for pedestrians. The Bayhill Shopping Center will also benefit from the additional foot traffic created by the proposed office development. Cherry Avenue Plaza and other public amenities will provide benefits to employees and the general public. Conditions of approval have also been included that would require a safety plan to be prepared by the applicant and approved by the Fire Marshal prior to issuing the Mass Excavation and Shoring Permit. As such, staff finds that the proposed development will not be detrimental to public health, safety, or welfare.

11. The proposed development contributes to the creation of an attractive and visually interesting built environment that includes a variety of building styles and designs with well-articulated structures within a unifying context that encourages increased pedestrian activity and promotes compatibility among neighboring land uses within the same or different districts. (12.108.030.E)

Staff finds that both proposed office buildings comply with applicable Specific Plan Policies and Urban Design Guidelines. Specifically, both proposed buildings incorporate a saw tooth façade design. The saw tooth design allows for diagonally oriented pocket spaces, which breaks up the mass of the building and provide additional architectural interest. Additionally, the saw tooth design is proposed along all four exterior elevations for both buildings, which ensures that no more than 50 percent of the length of a building façade would be continuous without a change in massing. The main building entrances are accentuated by balconies, planters, and special paving surfaces.

The Phase 1 North site includes the Cherry Avenue Plaza, which is an outdoor space that will be accessible by the public at the northeast corner of Cherry Avenue and Grundy Lane. Staff finds that the plaza will be a good addition to the Bayhill Office Park environment and the greater City. Specifically, office workers from adjacent developments within the Bayhill Office Park and members of the public would be able to enjoy the plaza area, which will encourage increased pedestrian activity within the area.

RESOLUTION NO. 2021-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN BRUNO RECOMMENDING CITY COUNCIL APPROVAL OF THE GOOGLE VESTING TENTATIVE MAP, PHASE 1 ARCHITECTURAL REVIEW PERMIT, AND DEVELOPMENT AGREEMENT FOR PROPERTY IN THE BAYHILL OFFICE PARK

(APNS: 020-011-430, 020-015-020, 020-015-030, 020-018-010, 020-011-330, 020-015-040, 020-019-070, 020-011-370**)**

(TM19-001/AR19-004/DA21-002)

WHEREAS, Google, Inc. (now Google LLC) ("**Developer**") approached City in 2016 regarding its desire to develop additional office buildings on eight of the ten parcels it owns (APNs 020-011-430, 020-015-020, 020-015-030, 020-018-010, 020-011-330, 020-015-040, 020-019-070, and 020-011-370, collectively the "**Google Property**") in Bayhill Office Park (the "**Project**"). Some of Developer's existing buildings in Bayhill Office Park are occupied by YouTube, a Google subsidiary company, and Developer envisions that YouTube will occupy the new buildings Google builds on the Property.

WHEREAS, City determined that Developer's proposal warranted preparation of a comprehensive plan integrating development and use of the Google Property with Developer's existing buildings and other properties in the area. City subsequently prepared a specific plan (the "**Bayhill Specific Plan**") encompassing the Google Property, the remainder of Bayhill Office Park, and Bayhill Shopping Center (together, the "**Bayhill Specific Plan Area**"). Among other things, the Bayhill Specific Plan creates two principal land use designations and two overlay designations for the properties in the Bayhill Specific Plan Area (the "**Specific Plan Land Use Designations**").

WHEREAS, City determined that certain amendments to the City of San Bruno General Plan text and Land Use Diagram (Figure 2.1) are required to reflect City's intentions for the Bayhill Specific Plan Area as shown in the proposed Bayhill Specific Plan and achieve consistency between the General Plan and the Bayhill Specific Plan, and City has prepared such amendments (GPA21-002) (the "**Bayhill General Plan Amendments**").

WHEREAS, City determined that certain amendments to the City of San Bruno Zoning Ordinance and Zoning Map are required to implement the Bayhill Specific Plan, and City has prepared such amendments (ZA21-001) (the "**Bayhill Zoning Amendments**").

WHEREAS, Developer proposes to currently construct its first phase of development, to include demolishing existing buildings, grading and excavating portions of the Google Property, realigning streets and utilities, and developing two three-story buildings totaling approximately 440,000 square feet of office and accessory space on the portions of the Google Property designated Lot 1N and Lot 1S (APNs 020-011-430 and 020-015-020), which are

separated by Grundy Lane, adjacent to the existing buildings on the two parcels, built over three-level subterranean parking garages connected through a below-grade tunnel extending underneath and an above-ground bridge extending above Grundy Lane (together, "**Phase 1**"). Phase 1 also includes realignment of Grundy Lane, development of a privately owned publicly accessible community open space ("**Cherry Avenue Plaza**"), demolition of adjacent buildings to provide space used as part of Phase 1, construction of a multi-modal transportation hub, City abandonment of a portion of Elm Avenue, and installation of other improvements and amenities.

WHEREAS, in order to develop Phase 1 and the Project, Developer submitted applications for the following City approvals for the Project (together, the "**Applications**"): (1) a phased vesting tentative map to merge and re-subdivide existing parcels comprising the Google Property, and approve abandonment of certain public streets and public easements (TM19-001) (the "**Vesting Tentative Map**"); (2) architectural review for development of Phase 1 of the Project (AR19-004) (the "**Phase 1 Architectural Review Permit**"); and (3) a negotiated statutory development agreement regarding Developer's development and use of the Google Property (DA21-002) (the "**Development Agreement**").

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), City conducted environmental review of the Bayhill Specific Plan at a programmatic level and Phase 1 of the Project at a project-specific level, prepared and duly processed an Environmental Impact Report ("**Specific Plan EIR**"), consisting of a Draft EIR dated January 2021 and a Final EIR Response to Comments dated August 2021, and prepared a Mitigation Monitoring and Reporting Program for implementation of mitigation measures specified in the EIR ("**Specific Plan MMRP**") (the Specific Plan EIR and Specific Plan MMRP together, the "**Specific Plan CEQA Documentation**").

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the Bayhill Specific Plan Area and to other parties on August 6, 2021, and duly published in the San Mateo County Daily Journal on August 7, 2021, providing notice of the Planning Commission's August 17, 2021 public hearing regarding the Bayhill Specific Plan and Developer's Project, including Planning Commission consideration of the (1) Bayhill General Plan Amendments, (2) Bayhill Specific Plan, (3) Bayhill Zoning Amendments, (4) Vesting Tentative Map with recommended **Conditions of Approval** (see Attachment 1), (5) Phase 1 Architectural Review Permit with recommended Conditions of Approval (see Attachment 1); (6) Development Agreement; and (7) certification of the Specific Plan EIR and adoption of the Specific Plan MMRP (together, the "**Bayhill-Google Approvals**"). The Planning Commission received two staff reports for the hearing dated August 17, 2021. The Specific Plan staff report (Agenda Item 4.A) included the following attachments: (1) a link to the Specific Plan EIR; (2) a link to the Bayhill Specific Plan; (3) Staff Supported Revisions and Corrections to the Bayhill Specific Plan and Zoning Ordinance Amendments (the "**Revisions and Corrections**"); (4) the Bayhill General Plan Amendments; (5) the Bayhill Zoning Amendments; and (6) the Specific Plan MMRP. The Phase 1 staff report (Agenda Item 4.B) included the following attachments: (1) the Vesting Tentative Map; (2) the Phase 1 Entitlement Plans (which contain the

Architectural Review Permit); and (3) the Development Agreement. This Resolution incorporates by reference the documents attached to the staff reports.

WHEREAS, on August 17, 2021, the Planning Commission conducted a duly noticed public hearing on the Bayhill-Google Approvals, where the public were able to participate and comment remotely via Zoom, and on said date the public hearing was opened, held and closed.

WHEREAS, after closing its public hearing, on August 17, 2021 the Planning Commission adopted a resolution under Agenda Item 4.A (the "**CEQA and Bayhill Approvals Resolution**") recommending that the City Council (1) certify the Specific Plan EIR, adopt a Statement of Overriding Considerations accepting certain significant unavoidable environmental effects in light of public benefits, and adopt the Specific Plan MMRP, (2) approve the Bayhill General Plan Amendments, (3) approve the Bayhill Specific Plan, and (4) approve the Bayhill Zoning Amendments. Statements of facts and findings required under CEQA related to the first recommendation and the Specific Plan EIR (the "**CEQA Findings**") are attached to the CEQA and Bayhill Approvals Resolution and are incorporated by reference into this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the San Bruno Planning Commission based on facts in the staff reports, written and oral testimony, and exhibits presented, makes the following findings of fact and adopts the following recommendations to the City Council:

A. CEQA

1. The Specific Plan EIR evaluates the environmental effects from the full development authorized by the Bayhill Specific Plan at a programmatic level pursuant to CEQA, and evaluates the effects from development of Phase 1 at a project level. The Planning Commission finds that the Specific Plan EIR is adequate for purposes of CEQA to support approving the Phase 1 Architectural Review Permit, the Vesting Tentative Map, and the Development Agreement, as further specified in the CEQA Findings and this Resolution, no additional environmental review is required for the City to support each approval, and the Statement of Overriding Considerations applies to justify each approval. Each of the following findings separately is sufficient to concluding that CEQA has been satisfied for purposes of approving the Phase 1 Architectural Review Permit, the Vesting Tentative Map and the Development Agreement.

2. Potential environmental effects of the Phase 1 Architectural Permit are adequately considered by the Specific Plan EIR, as said approval is part of Phase 1 development which was evaluated at the project level, and the Phase 1 Architectural Permit will not give rise to any significant environmental impacts not recognized and addressed by the Specific Plan EIR.

3. Potential environmental effects of the Vesting Tentative Map are adequately considered by the Specific Plan EIR, as (a) portions of the Vesting Tentative Map involves Phase 1 development (including but not limited to realignment of Grundy Lane, alteration of the parcel boundaries of Lot 1 North and Lot 1 South, and abandonment of a portion of Elm Avenue), which has been evaluated by the project-level aspect of the Specific Plan EIR, (b) the remainder of the Vesting Tentative Map is consistent with the Bayhill Specific Plan, and all pertinent details have been evaluated by the programmatic-level aspect of the Specific Plan EIR, and (c) the Vesting Tentative Map does not allow any development or other activity that reasonably might cause environmental effects not recognized and addressed by the Specific Plan EIR.

4. Potential environmental effects of the Development Agreement are adequately considered by the Specific Plan EIR, as (a) the Development Agreement does not authorize or allow any development or other activity that might cause environmental effects, but only incorporates and facilitates implementation of the other Bayhill-Google Approvals, which have been adequately considered for purposes of CEQA, and (b) any environmental effects that might be attributable to the Development Agreement are adequately recognized and addressed by the Specific Plan EIR.

5. The Specific Plan MMRP and the mitigation measures contained therein are adequate under CEQA to mitigate any environmental effects of the Phase 1 Architectural Review Permit, the Vesting Tentative Map, and the Development Agreement.

6. Approval of the Phase 1 Architectural Review Permit, the Vesting Tentative Map, and the Development Agreement each is exempt from further environmental review and may rely solely on the Specific Plan EIR pursuant to CEQA Guidelines section 15183 (California Code of Regulations Title 14, Chapter 3), in that (a) each approval is consistent with the Bayhill General Plan Amendments and the Bayhill Zoning Amendments and with the development density established therein, (b) the Specific Plan EIR adequately recognizes and addresses the environmental effects of the Bayhill General Plan Amendments and the Bayhill Zoning Amendments, including any off-site or cumulative impacts; (c) no environmental effects will occur that are peculiar to the Project being implemented by each approval or pecular to the Google Property, that were not analyzed by the Specific Plan EIR, and (d) no substantial new information identifies the potential for each approval to cause a previously identified significant effect to be more severe than discussed in the Specific Plan EIR.

B. VESTING TENTATIVE MAP

1. The proposed Vesting Tentative Map, together with the provisions for its design and improvement, as modified by the recommended Conditions of Approval, is consistent with the General Plan as amended by the Bayhill General Plan Amendments, and with the Bayhill Specific Plan as specified in Section 66473.5 of the Government Code.

2. The real property to be subdivided, and each lot or parcel to be created, is of such character that it can be used safely for building purposes without danger to health or peril from fire, flood, geologic hazard or other menace.

3. Each lot or parcel to be created will constitute a buildable site and will be capable of being developed in accordance with the applicable provisions of the Zoning Ordinance, as amended by the Bayhill Zoning Amendments.

4. The site is physically suitable for the type and proposed density of development.

5. The design of the subdivision and improvements, and the type of improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat or to cause serious public health problems.

6. The design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large, for access through, or use of, property within the proposed subdivision.

7. The streets and easements to be abandoned as shown on the Vesting Tentative Map are recommended for abandonment pursuant to California Government Code section 66434(g), contingent upon recordation of the approved final map or maps for the Project and compliance with the required procedures for abandonment, and the streets and easements offered for dedication are recommended for acceptance.

8. The Planning Commission recommends that the City Council approve the Vesting Tentative Map in the form attached to the Phase 1 staff report as modified by the attached Conditions of Approval plus the additional condition recommended in the Phase 1 staff report (adding street trees), and incorporating the Specific Plan MMRP and in reliance on the Specific Plan EIR and the CEQA Findings, subject to and conditioned on prior or concurrent certification of the Specific Plan EIR and approval of the Bayhill General Plan Amendments, Bayhill Specific Plan, Bayhill Zoning Amendments, Phase 1 Architectural Review Permit, and Development Agreement.

C. PHASE 1 ARCHITECTURAL REVIEW PERMIT

1. The proposed buildings, site plan, and landscaping are in substantial conformance with the goals, policies, and objective development standards of the Zoning Ordinance as amended by the Bayhill Zoning Amendments, the General Plan as amended by the Bayhill General Plan Amendments, and the Bayhill Specific Plan.

2. The site for the proposed development is adequate in size and shape to accommodate the proposed building site plan and landscaping.

3. The design of the building site plan, landscaping, and streetscape, including street trees, lighting, and street furnishings, is consistent with the character of the surrounding area, and would not create an adverse visual impact on the surrounding area.

4. The development will not be detrimental to public health, safety, or welfare.

5. The proposed development contributes to the creation of an attractive and visually interesting built environment that includes a variety of building styles and designs with well-articulated structures within a unifying context that encourages increased pedestrian activity and promotes compatibility among neighboring land uses within the same or different districts.

6. The Planning Commission recommends that the City Council approve the Phase 1 Architectural Review Permit in the form attached to the Phase 1 staff report as modified by the attached Conditions of Approval plus the additional condition recommended in the Phase 1 staff report (adding street trees), and incorporating the Specific Plan MMRP and in reliance on the Specific Plan EIR and the CEQA Findings, subject to and conditioned on prior or concurrent certification of the Specific Plan EIR and approval of the Bayhill General Plan Amendments, Bayhill Specific Plan, Bayhill Zoning Amendments, Vesting Tentative Map, and Development Agreement.

D. DEVELOPMENT AGREEMENT

1. The proposed Development Agreement is consistent with the General Plan as amended by the Bayhill General Plan Amendments, the Bayhill Specific Plan, and the Zoning Ordinance as amended by the Bayhill Zoning Amendments.

2. The proposed Development Agreement is consistent with the requirements of applicable state law and City regulations governing development agreements.

3. The negotiated Development Agreement provides substantial public benefits for the City and its residents and businesses, which justify the assurances it provides Developer regarding its ability to proceed with the Project.

4. The Planning Commission recommends that the City Council approve the Development Agreement, substantially in the form attached to the Phase 1 staff report and incorporating the Specific Plan MMRP and in reliance on the Specific Plan EIR and the CEQA Findings, subject to minor conforming or technical revisions approved by the City Manager and City Attorney, and subject to and conditioned on prior or concurrent certification of the Specific Plan EIR and approval of the Bayhill General Plan Amendments, Bayhill Specific Plan, Bayhill Zoning Amendments, Vesting Tentative Map, and Phase 1 Architectural Review Permit.

E. APPROVAL EFFECTIVENESS

The Planning Commission recommends that the City Council specify that approval of the Vesting Tentative Map, Phase 1 Architectural Review Permit and Development Agreement shall not become effective until the effective date of the Council's approval of the Bayhill General Plan Amendments, Bayhill Specific Plan, and Bayhill Zoning Amendments.

BE IT FURTHER RESOLVED that the Secretary of the City of San Bruno Planning Commission is hereby directed to forward to the City Council a certified copy of this Resolution together with an attested copy.

Exhibit A: Conditions of Approval

9-7-2021
Dated:

Planning Commission Chair
Rick Biasotti

ATTEST:

Planning Commission Secretary
Pamela Wu

APPROVED AS TO FORM:

City Attorney
Marc Zafferano

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I, Pamela Wu, Planning Commission Secretary, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by

the Planning Commission of the City of San Bruno on this 17th day of August 2021, by the following vote:

AYES: Commissioners: Biasotti, Durazo, Johnson, Lethin, Madden

NOES: Commissioners: None

ABSENT: Commissioners: None

RECUSED: Commissioners: Harman, Morgan

PRELIMINARY CONDITIONS OF APPROVAL

Phase 1 Office Development – 900 and 1000 Cherry Avenue
Vesting Tentative Map & Architectural Review Permit

I. General Conditions

Community and Economic Development Department

1. Approved project scope. This scope includes the construction of two new office buildings located at 900 Cherry Avenue (Phase 1 South) and 1000 Cherry Avenue (Phase 1 North) totaling 440,000 square feet, the demolition of the Lakes Building located at 1150-1250 Bayhill Drive, the realignment of Grundy Lane, the incorporation of a multi-modal transportation hub, and the abandonment of the eastern portion of Elm Avenue located north of the realigned Grundy Lane.

2. Applicant shall file a declaration of acceptance of the following conditions by submitting a signed copy of the Summary of Hearing to the Community Development Department within thirty (30) days of City Council approval. Until such time as the Summary is filed, the Architectural Review Permit shall not be valid for any purpose. The effective date of the Architectural Review Permit shall be the effective date of the associated Implementing Zoning Ordinance Chapter for the Bayhill Specific Plan Area and associated Map Amendments. The life of the Architectural Review Permit shall be consistent with the terms included within the Development Agreement.

3. All conditions of approval herein shall apply, regardless of the individual department under which the condition is listed. These conditions of approval and any other conditions associated with any further approvals of the Phase 1 Office Development located at 900 and 1000 Cherry Avenue shall run with the land if this project is pursued, and any and all successors in interest of the property shall comply with all conditions of said approval if this project is pursued. *VTM – This Condition Also Applies to the Vesting Tentative Map*

4. The Applicant shall indemnify, defend, and hold harmless the city, its officers, employees and agents, from any and all claims and lawsuits from third party(s) involving or related to the city's consideration and/or approval of the Applicant's application for development and each permit and approval granted. *VTM – This Condition Also Applies to the Vesting Tentative Map*

5. All building permit application plans and details, and subsequent construction shall substantially conform with the approved planning application, including: drawings, plans, materials samples, green roof, solar panels, building colors, the written project description, and other items submitted as part of the approved planning application. Documentation of any changes to the approved planning application plan set shall be provided at the time of building permit application submittal. Any proposed modifications to the approved planning application must submitted for review by the Community and Economic Development Director subject to the provisions within San Bruno Municipal Code Section 12.78.030. *VTM – This Condition Also Applies to the Vesting Tentative Map*

6. No signage is approved as part of the planning application; signage is governed by the City's Sign Ordinance. All proposed business identification signs shall be subject to

Exhibit A

additional review and approval pertaining to a Sign Permit in accordance with Chapter 12.104 of the Municipal Code.

7. At the time of building permit submittal, full landscaping plans shall be submitted. The landscaping plans shall be consistent with the preliminary landscaping plans reviewed by the Planning Commission on ____, 2021 and approved by the City Council on ___, 2021, except as required to be modified by these Conditions of Approval. The landscaping plans shall specifically identify which landscaping treatments will be installed throughout the site. Final landscaping plans as well as any changes to the approved landscaping plans shall require review and approval from the Community & Economic Development Director.

8. Applicant acknowledges and agrees that development of Applicant's property shall be subject to the Bayhill Specific Plan and Bayhill Zoning Ordinance, and Applicant waives asserting that it has vested rights that predate and exclude the Specific Plan and Zoning Ordinance based on the date on which the Vesting Tentative Map application as deemed complete. *VTM – This Condition Also Applies to the Vesting Tentative Map*

9. Prior to the temporary certificate of occupancy for each building, all pertinent Conditions of Approval and all improvements shall be completed to the satisfaction of the City of San Bruno.

10. The project shall comply with all aspects of the 2016 California Building Code at the time of building permit submittal.

11. The project shall comply with the 2016 California Green Building Standards Code Mandatory Measures.

12. The applicant shall comply with all aspects of the Heritage Tree Ordinance (SBMC Section 8.25).

13. Any trees removed over the course of development shall be replaced at a minimum 1:1 ratio – (SP Policy 3-2k). Replacement trees shall be consistent with Specific Plan Urban Design Guidelines DG-11a.

14. The Applicant shall be responsible for the cost of all City reviews and inspections required for all improvements associated with the project per the City's Master Fee Schedule.

Public Works

15. If there are any conflicts between the YouTube Vesting Tentative Map, YouTube Phase 1 Office Development Entitlement plans, and the conditions of approval, these Public Works conditions of approval shall govern, unless approved by the City Engineer. *VTM – This Condition Also Applies to the Vesting Tentative Map*

16. A new reimbursement agreement shall be executed to include the following terms: The Applicant shall submit funds to the City in sufficient amounts to increase the deposit amount for the Public Works Department to at least $100,000 prior to any post-entitlement meetings, reviews, and other work related to the project. The Applicant shall be responsible for maintaining said deposit account and shall submit funds to increase the deposit amount to at least $100,000 or as determined by the City Engineer within fifteen calendar days of receipt of written notice from the City that the deposit amount is $50,000 or less. Actual costs for staff and consultant time shall be deducted from this deposit. At the end of the project, any remaining deposit amount will be refunded. *VTM – This Condition Also Applies to the Vesting Tentative Map*

17. A new reimbursement agreement shall be executed to include the following terms: At the discretion of the City, the Applicant shall provide payment in advance irrespective of existing deposit balance(s) for the cost of the proposals for contracted services prior to the City authorizing those services to be performed in the event that contracted services are anticipated by the City to exceed the existing deposit balance(s). The cost of such proposals will not be included in the maintenance of existing deposit amount(s). At the end of the project, any remaining deposit amount will be refunded. *VTM – This Condition Also Applies to the Vesting Tentative Map*

18. Projects are required to not exceed pre-project storm water discharge; however, any proposed improvements that alter the alignment and/or capacity of the City's public storm drain system will require storm drain system modeling and the associated cost for the City's third party consultant of that modeling, as needed, shall be paid in full by the Applicant.

19. The Applicant shall pay, in full, the costs for the City's third-party consultant to review the Stormwater Management Plan, checklists and related documentations.

20. Trash storage areas, wash areas, loading docks, repair/maintenance bays, and equipment or material storage areas and fueling areas shall be completely covered and bermed, as needed, to ensure that no stormwater enters the covered area. Covered areas shall be sloped so that spills and washwater flow to area drains connected to the sanitary sewer system.

21. All trash staging and pick-up shall occur on-site, and not on-street or within the public right-of-way. If Building 1S is no longer under the same ownership as Building 1N, Building 1S shall be required to construct its own on-site trash storage facility and pick-up area, or enter into an agreement with the Property Owner of Building 1N to continue using the trash staging and pick-up area at Building 1N. The agreement shall be subject to City approval in its reasonable discretion and shall be recorded against both properties.

22. All freight loading and unloading shall occur on-site and not on the street or within the public right-of-way, except for the existing use of the existing yellow loading zone on Cherry Avenue adjacent to 900 Cherry Avenue. If Building 1S is no longer under the same ownership as Building 1N, Building 1S shall be required to construct its own on-site freight loading and unloading area, or enter into an agreement with the Property Owner of Building 1N to continue using the freight loading and unloading area at Building 1N. The agreement shall be subject to City approval in its reasonable discretion and recorded against both properties.

23. Floor drains to be provided for parking and underground levels as needed. Interior level parking garage floor drains, and any other interior floor drains, shall be connected to the sanitary sewer system.

24. Shoring systems shall not encroach into the public right-of-way, unless approved by the City and the Property Owner enters into a subsurface improvement agreement with the City.

25. The Applicant's Geotechnical Engineer who prepared the geotechnical report shall review all improvement plans and provide confirmation of compliance prior to submittal of plans to the City and conduct any inspections, testing and other actions during construction that are called for in the geotechnical report, at the Applicant's sole cost.

26. Surface and subsurface drainage systems within the public right-of-way and service laterals shall be designed to accommodate site settlement identified in the geotechnical

report, if applicable, and provide positive drainage and meet minimum/maximum slope requirements after settlement to the satisfaction of the City Engineer and Geotechnical Engineer. Applicant to utilize flexible joints or design features to accommodate settlement between site and building utility points of connection, if applicable.

27. Do not grade onto adjoining private property without obtaining the necessary permit(s) and prior written authorization from the respective property owner(s).

28. No trees shall be planted within the 5'-0" wide public utility easements. Any tree planted within 15'-0" of a City-owned water facility shall include installation of root guards to redirect roots away from any City-owned water facility. *VTM – This Condition Also Applies to the Vesting Tentative Map*

29. Groundwater supplies shall be protected from chemical pollution and designed in accordance with standards stipulated in the County of San Mateo's Groundwater Protection Program. The Applicant shall ensure that any development occurring on parcels where dewatering is needed is subject to review and approval by the County of San Mateo's Groundwater Protection Program. (SP Policy 6-8).

30. The Applicant shall provide estimates of construction dewatering duration, rates, volumes, methods, radius of impact, and disposal plan and provide updated evaluations during construction. The Applicant shall pay, in full, the costs for the City's third-party consultant to monitor and confirm validity of the estimates during construction after dewatering efforts are underway and site conditions are better understood at a frequency determined by the City. The project shall be phased such that groundwater extractions do not exceed more than 8.5 percent of total designated max pumping volume allocation for the City of San Bruno from the South Westside Basin (i.e., less than 200 AF per year or less than 1,000 AF over 5 years). (SP Policy 6-20).

31. The Applicant or City (reimbursed by the applicant) shall evaluate the proposed dewatering discharge's impacts on the utility system and limit volumes, flow rates or timing of dewatering water discharge based on City storm drain or other utility capacity constraints to the satisfaction of the City Engineer. Fees will be assessed as appropriate. (SP Policy 6-21).

32. Construction dewatering shall be held in baker tanks to settle solids and allow for testing to confirm the water is free from contamination prior to being discharged to the storm system. (SP Policy 6-22).

33. The Applicant shall provide structural design and waterproofing for all subsurface garages. The proposed waterproofing should be designed so that dewatering does not take place during the life of the buildings. Garage walls and floors shall not be painted to mask the evidence of water intrusion. Submit an ongoing monitoring plan for City review and approval prior to issuance of final occupancy permit and allow the City or its representatives access to independently inspect waterproofing. (SP Policy 6-23).

34. The Applicant shall ensure that dewatering water quality is monitored and the presence of contaminants such as hydrocarbons and VOCs is ascertained. If petroleum hydrocarbons or VOCs are detected in dewatering water, the Applicant shall obtain a Fuel and VOC General Permit from the RWQCB prior to discharge of dewatering water to the storm drain. If petroleum hydrocarbons or VOCs are not detected in dewatering water, the Applicant shall obtain a Construction General Permit for Stormwater from the State Water Board prior to discharge of dewatering water to the storm drain. Depending on the risk level determination for each phase of construction, monitoring and reporting of various water quality parameters, including pH and turbidity, may be required. (SP Policy 6-24).

35. In the event a failure of garage waterproofing during the lifetime of the garage, the Property Owner shall immediately take steps to inform the City Engineer and repair the failure. If these repair measures are unsuccessful as determined by the City Engineer, the property owner shall mitigate the flows to the extent possible and provide a report, subject to review and approval by the City Engineer, on the anticipated levels of discharge and proposal for long term disposal. The property owner shall be required to install a flow monitor and test water quality for contaminants. The City will consider the proposed discharge's impacts on the utility system and whether this additional discharge would require the owner to detain flow or reduce surface flow to offset what could be the expected contribution from groundwater, or pay to dispose of the water at the sewer discharge fee rate. (SP Policy 6-25).

Fire Department

36. Provide fire extinguishers and Class I (no fire hose) wet standpipes throughout the building coverage not to exceed 250 lineal feet between devices. The matter can be addressed as a deferred submittal.

37. Elevators: Shunts to be removed. Sprinklers omitted from elevator shafts. Sprinklers also omitted from electrical rooms. Provide smoke detectors on top of shafts and equipment rooms. This matter can be addressed as a deferred submittal.

38. Fire alarm system to utilize horn strobe units in place of bells. This matter can be addressed as a deferred submittal.

39. Roof access min. 48 x 48 inches.

Police Department

40. Parking lots and associated garages, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with lighting of sufficient wattage to provide adequate illumination to make clearly visible the presence of any person on or about the premises during the hours of darkness per California Building Code requirements.

41. All exterior doors shall have their own light source which shall adequately illuminate entry/exit areas at all hours in order to provide adequate illumination for person entering and exiting the building.

42. Landscaping shall be of the type and situated in locations to maximize observation while providing the desired degree of aesthetics. Security planting materials are encouraged along fence and property lines and under vulnerable windows. Landscaping shall not conceal doors or windows from view, obstruct visibility of the parking lot from the street or business buildings, nor provide access to the roof.

43. Access control shall be utilized for vehicular and pedestrian traffic.

44. All entrances to parking areas shall be posted with appropriate signs per 22658(a) CVC, to assist in removal of vehicles at the property owners/manager's request.

45. All handicap parking stalls shall be appropriately painted and marked as per the California Vehicle Code.

46. Designated fire lanes shall be properly painted and signage that reflects the red zone is a fire lane, for proper enforcement purposes. COA remains as is.

47. The applicant shall submit emergency contact information to the Police Department for after hour's emergency contact.

CityNet

48. The applicant shall protect the existing active fiber circuits on Grundy Lane providing services to 1250 Grundy Lane. Service shall be maintained without disruption to 1250 Grundy Lane (unless approved by Building Owner in writing) until re-routing of the active fiber has been spliced, tested and finalized by the applicant. CityNet will advise in the re-routing design configuration of the existing active fiber.

49. The applicant shall temporarily relocate the existing underground fiber infrastructure including the conduits, all active fiber cables occupying the conduit and all underground utility boxes belonging to the City of San Bruno – San Bruno CityNet Services and shall re-route by trenching all existing active fiber prior to vacating and excavation of conduits within the construction area to an interconnecting point where temporary services can be active. Any temporary relocation of existing underground fiber infrastructure shall require CityNet review and approval.

50. All conduits will be replaced on the main runs and shall be two 2-inch diameter SCH40 and all service lateral runs to buildings shall be 2-inch diameter SCH40.

51. All utility underground boxes will be equal to Christy B44 double lid with an additional minimum 8-inch extension and traffic rated covers.

52. All underground conduits sweeping into the main underground utility boxes shall be a minimum of 36-inch sweeps entering into the utility boxes vertically from underneath.

53. All conduits shall be proofed and with a minimum ¼-inch pull rope or ½-inch mule pull tape left inside.

54. All fiber cables replaced shall be a minimum 24 count armored fiber cable outdoor rated with 2 separate buffer tubes and fiber splice enclosures shall be outdoor rated and single-end entry points.

II. Prior to Building Permit Issuance

Community and Economic Development

1. The signed copy of the Conditions of Approval shall be photocopied and included as a full size page in the Building Division set of drawings.

2. The Applicant shall complete a Construction and Demolition Recycling and Waste Reduction Form.

3. Pre-construction meetings shall be held prior to the issuance of any building permit associated with the project. Attendance shall include the construction managers, contractors, property owner, and applicable City representatives.

4. A plan showing the location of any temporary contractor's storage yard or construction trailer on the property and the adjacent property to be used for construction staging and related purposes, including security fencing and lighting, shall be submitted to the Community and Economic Development Director for approval prior to installation and prior to building permit issuance. Applicant shall provide interim landscaping as required by the Community and Economic Development Director if the site is demolished and remains vacant for a period of more than three months. NOTE: A building permit is required to include the following:

a) Submittal of plans clearly showing conformance with disability accessibility to proposed modular building in accordance with Chapter 11B of 2016 CBC
b) Restroom facilitation
c) Seismic tie-down system
d) Electrical, water and sewer support systems

5. Provide a plan and program specifying methods and materials for:
   a) Pedestrian protection during construction
   b) Site fencing and securing during construction
   c) Dust control during construction
   d) BMPs/NPDES plan
   e) Temporary Power Plan

6. Prior to issuance of the mass excavation, site grading, and shoring permit, the Applicant shall address the following:
   a) Applicant shall demonstrate that the existing employees of 900 and 1000 Cherry Avenue have the ability to park in the existing parking stalls located at 1150 – 1250 Bayhill Drive and the existing parking stalls located at 1111 Bayhill Drive, as depicted in the Construction Parking Exhibit, which is included as an attachment to the City Council Staff Report.
   b) A temporary Cul-de-sac and temporary fire lane shall be provided as referenced in the Construction Parking Exhibit. The applicant shall apply for and obtain a building permit for the temporary Cul-de-sac and temporary fire lane.

7. All ground level utilities, equipment, and other project related operational/utility devices ("Items") shall be shown on the Site Development Plans consistent with the approved planning application plans. All Items shall be fully screened on all four sides from public view by a solid wall or solid wood fence that complies with San Bruno Municipal Code Chapter 12.84.150. Landscaping in the form of densely planted tall shrubs may be utilized where placement of a fence is infeasible, subject to review and determination by the Project Planner in the field. These Items shall be setback as far as feasible from street frontages and shall be fully screened with landscaping or other screening material. The building permit plans shall show the location and screening of these items and this condition shall be addressed on the construction plans submitted for any demolition permit, building permit, or site development permit and shall be satisfied prior to issuance of whichever permit is issued first; however; the final location and required screening of all Items shall be reviewed and approved by the Project Planner prior to release of utilities, final inspection, or issuance of a certificate of occupancy, whichever occurs first.

8. All rooftop mechanical equipment must be screened by a solid enclosure or parapet wall, in conformance with the approved planning application. Rooftop screening shall be constructed with the same building materials as the building exterior, or other compatible materials as approved by the Planning Division on the final building permit plans.

9. The applicant shall pay the applicable fees, including but not limited to the City's Development Impact Fee, Affordable Housing Commercial Linkage Fee, Bayhill Specific Plan Area Development Impact Fee, and the Community Benefits payment, consistent with the terms and timing as specified within the Development Agreement.

10. Prior to issuance of a building permit, the applicant/owner of the subject property shall file a Form 7460-1 with the FAA, and shall provide the City of San Bruno an FAA

determination of no hazard to air navigation, or shall provide evidence that the project is exempt from this filing requirement.

11. Prior to issuance of the Mass Excavation and Shoring Permit (including site clearing and grading), Applicant shall submit an arborist report for earthwork within the drip line of each heritage tree identified for preservation, as referenced on Sheet L-000 within the approved City Council plans. Install a six-foot-high construction fence, such as a non-movable chain link fence, to protect the tree branch and root structure for all heritage trees that will be preserved on-site. Adequate fencing should be placed around the tree drip line. Prior to issuance of building permit, such protection shall be shown clearly on the building permit plans. Prior to any construction equipment or materials being brought on-site, such fencing shall be properly installed. Tree protection fencing shall remain in place until all construction equipment, materials, and debris have been removed from the site. No mechanical equipment, material, debris, paint or paint products, pallets, chemicals, contaminated water or other foreign material shall be allowed to be placed, poured, piled, pushed, or stored within the fenced area of any protected tree. Refer to City of San Bruno General Requirements, Section 01 51 00 Temporary Facilities and Controls, for additional tree and plant protection conditions.

12. Tree grates shall be installed for all trees in hardscape areas that are not located within a curbside planting strip. All selected tree grates used throughout the project site and tree grate specification sheet shall be documented on the Site Development Plan and shall require review/approval from the Community and Economic Development Director and the Public Works Director. The applicant shall submit the appropriate specification sheet for City review and approval prior to issuance of any building permit authorizing vertical construction.

13. The Cherry Avenue Plaza shall incorporate a hydration station. The hydration station shall be included within the Site Development Permit submittal.

14. Prior to issuance of the Site Development Permit, all new landscaping shown on the approved landscaping plan shall comply with the updated Model Water Efficient Landscape Ordinance (MWELO) requirements pursuant to Chapter 2.7 of the California Code of Regulations and Executive Order No. B-29-15. The requirements of the Model Water Efficient Landscape Ordinance shall be submitted to the Planning Division for review and approval prior to landscape construction. A Landscape Certificate of Completion shall be submitted to the Planning Division at the completion of the installation, prior to the request for a final inspection and Certificate of Occupancy. For more information on the updated MWELO compliance requirements visit:

    https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I55B69DB0D45A11DEA95CA4428EC25FA0&transitionType=Default&contextData=%28sc.Default%29.

15. Permanent off-site parking shall be required at the following locations for the life of the Phase 1 project:

    a) The subgrade parking garage located at 1000 Cherry Avenue will contain a total of 1,165 parking spaces, of which 132 spaces shall be dedicated for the benefit of 900 Cherry Avenue.

    b) After Grundy Lane realignment, the property located at 1100 Grundy Lane will have a total of 490 parking spaces, of which 201 spaces shall be dedicated for the benefit of 950 Elm Avenue.

The Community and Economic Development Director may approve modifications to the parking allocation statistics provided above. The Community and Economic Development Director shall approve off-site parking if a covenant for the maintenance and continued use of the off-site parking spaces is approved by the City Attorney and filed with the County Recorder for recordation against title to the affected properties. The covenant shall state that the off-site parking spaces will remain available for the duration of the land use that it is required to service. Each covenant must be completed and recorded prior to issuance of any demolition, grading or other permit that allows removal of required parking on 900 Cherry Avenue or 950 Elm Avenue respectively.

16. The applicant shall submit a Construction Management Plan for all temporary parking areas that are required during the different phases of construction for the proposed Phase 1 project. The Construction Management Plan shall include all information presented in the Construction Parking Exhibit, which is included as an attachment to the City Council Staff Report. The Construction Management Plan shall include the square footage of all impacted buildings, the occupancy statistics for all impacted buildings, identify the location of all construction worker parking.

17. All temporary parking areas shall be consistent with the Phase 1 Construction Parking Exhibit, which is included as an attachment to the City Council Staff Report, as may be amended with approval by the Community and Economic Development Director.

18. The applicant shall address the following regarding mechanical parking:

    a) Recordation of an "Agreement Guaranteeing Maintenance of Mechanical Parking Facility" prior to issuance of Core and Shell permit.

    b) Inclusion of an on-site generator with sufficient capacity to store and retrieve cars in the event that the electrical power is down or inclusion of manual override capability to access or remove cars from the parking lift in the event of power outage.

    c) Recordation of an "Agreement to Provide Parking Attendant" when a mechanical or automated parking facility is used to satisfy required commercial or office, visitor or customer parking prior to issuance of Core and Shell permit.

    d) The proposed mechanical parking facilities shall comply will all applicable local, state, and federal standards, including, but not limited to, Fire and Building Code requirements.

19. The Planting Images located on Sheet L-005 shall be updated to be consistent with all proposed landscaping identified on the Planting Schedule located on Sheet L-004.

20. Outdoor lighting, including exterior mounted building lighting, shall be designed to minimize night sky light pollution, glare, and light spillage onto adjacent buildings and properties. Lighting shall comply with Title 24 and CalGreen lighting requirements for non-residential occupancies, and Dark Sky Initiative elements as applicable. Fixtures shall be shielded and exterior-rated IP65 or better, with dimming controls if available. SP Policy 3-17). All lighting details shall be included within the Site Development Permit plans.

21. Building shall incorporate non-reflective materials to minimize glare, and interior lighting that is shielded and/or diffused to minimize visibility of light sources from outside. Anti-reflective glass is required for office, commercial, and other building types that incorporate large expanses of glazing. (SP Policy 3-26). Anti-reflective glass with a reflectivity rating of 10% - 20% shall be required for the project.

22. Require new development to install water-efficient appliances and fixtures. Examples of such appliances and fixtures include low-flow faucets and toilets, in accordance with the latest version of California Code of Regulations Title 20 – (SP Policy 5-4). Water efficient appliances and fixtures shall be used throughout the entire Phase 1 project. Details regarding water efficient appliances and fixtures shall be provided on the Core and Shell Permit plans.

23. Employ Low-Impact Design. Require new development to incorporate low-impact design (LID), such as natural drainage systems and groundwater recharge features, consistent with stormwater permit requirements and the Green Infrastructure Plan. Utilize LID techniques to infiltrate, store, detain, evapotranspire, and/or bio-treat stormwater runoff close to its source, where feasible. (SP Policy 5-16).

24. Conduct construction activities, including those taking place on parking lots, outside of the bird-nesting season (February 1 to August 31) to the extent feasible. If construction activities cannot be scheduled outside of bird-nesting season, pre-construction surveys shall be conducted by a qualified biologist to identify any active nests for urban-adapted passerines or raptors that may be disturbed during construction activities. (note: SP Policy 3-2 (k) requires that any trees removed shall be replaced on a one for one basis).
    a) Surveys shall include a search of all trees and ornamental landscaping that could provide suitable nesting habitat within a 500-foot radius of the proposed disturbance area. Surveys shall occur within 14 days prior to the start of construction activities, or after any construction breaks of 14 days or more.
    b) If active nests are identified, and the biologist determines that construction activities could affect the active nests, a no-disturbance buffer area shall be established (typically 250-500 feet) and all construction activities within the buffer area shall be prohibited until the biologist has determined that the nests are no longer in use. If no active nests are detected during pre-construction surveys, no additional measures are required. (SP Policy 6-26). The requirements specified above must be addressed prior to Demolition Permit issuance.

25. Avoid any significant impacts to archaeological resources and tribal cultural resources. Due to the reasonable potential for archaeological and tribal cultural resources to be present within the Plan Area, an Archaeological Monitoring Plan (AMP) shall be developed by a qualified professional archaeologist/tribal cultural resource specialist prior to any significant excavation, trenching or grading for a building development project to determine specific areas of archaeological and/or tribal cultural resource sensitivity within proposed work areas, with a copy provided to the Community and Economic Development Director.
    a) The AMP shall determine whether an on-site qualified professional archaeological/tribal cultural resource monitor is required during project-related ground disturbance.
    b) The AMP shall include protocol that outlines tribal cultural and archaeological monitoring best practices, anticipated resource types, and an Unanticipated Discovery Protocol (UDP). The UDP shall describe steps to follow if unanticipated archaeological discoveries are made during project activities work and a chain of contact. (SP Policy 6-27)

26. Ensure that contractors can recognize archaeological and tribal cultural resources in the event that they are discovered during construction. Prior to excavation, trenching or

grading for a building development project, all contractors who are involved with earthmoving activities shall receive training overseen by a qualified professional archaeologist/tribal cultural resource specialist who is experienced in teaching non-specialists. They shall also be notified of the UDP outlined in the AMP. A copy of the training sign-in sheet shall be maintained and made available to the City upon request. (SP Policy 6-28)

27. Require that all applicants proposing to undertake excavation, drilling, or pile-driving activities for new buildings within the Plan Area retain a qualified paleontologist prior to the start of any ground-disturbing activities. The paleontologist should be qualified as defined by the Society for Vertebrate Paleontology and experienced in teaching non-specialists. The qualified paleontologist shall train all construction personnel who are involved with earthmoving activities, including the site superintendent, regarding the possibility of encountering fossils, the appearance and types of fossils that are likely to be seen during construction, and proper notification procedures should fossils be encountered. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying a qualified paleontologist, who shall evaluate the significance. The qualified paleontologist shall also make periodic visits during earthmoving in high sensitivity sites to verify that workers are following the established procedures. (SP Policy 6-32)

28. The Applicant shall install additional street trees plantings at approximately 20 feet on center along Grundy Lane and Bayhill Drive to the satisfaction of the Community and Economic Development Director. Currently, the plans depict gaps in street tree plantings of approximately 200 feet along the Grundy Lane frontage of Phase 1 North, approximately 230 feet along the Grundy Lane front of Phase 1 South, and approximately 150 feet along the Bayhill Drive frontage of Phase 1 South.

29. Sheet A-001: At building permit phase, plans shall include means of egress analysis that includes all areas that are affected by the proposed work, including the courtyard located between the existing and proposed building located at 1000 Cherry Avenue.

30. Prior to Core and Shell permit issuance, the applicant shall submit a signed written agreement from all affected property owners allowing the elevated courtyard and the pedestrian bridge to cross the shared side property line between the proposed Phase 1 South Building and the Lakes (1150-1250 Bayhill Drive) property.

31. The Pedestrian Bridge that crosses Grundy Lane and the shared side property line between Phase 1 south and 1150-1250 Bayhill Drive shall comply with all aspects of CBC 3202.2 and 3202.3.

32. Sheet 1N.A-101 and similar for subterranean parking levels, show the property line location in respect to the improvements. Ensure all improvements are located within the property. Where encroachment is into the public right of way, obtain review and approval from Public Works.

33. Fire Separation Distance: Address the following comments:
    a) The fire rating and percentage of opening along the exterior walls fronting the plan west property line shall comply with CBC Table 602 and 705.8.

34. Sheet 1N.A-103: Project includes a tunnel that connects the two buildings/properties. Review and incorporate requirements of CBC 3104.10.

35. Sheet 1N.A-111: Level 1 shows a large amount of meeting spaces.
    a) Where occupant load of the assembly areas is between 100 to 300, comply with the provisions of CBC 1029.3.1.
    b) Where the occupant load of the assembly areas is over 300, comply with the provisions of CBC 1029.2.

36. Sheet 1N.A-200: Combustible Materials on Exterior Side of Exterior Walls: Exterior elevations show combustible material. Comply with the provisions of CBC 1405.

37. Distance to Elevators: Revise the plans to show stairs are within 200 feet of elevators. CBC 11B-206.2.3.2.

38. Garage Vertical Clearance: A 98" minimum vertical clearance is required from the garage entrance to accessible parking spaces per CBC 11B-502.5.

39. Accessible Means of Egress: CBC 1009.2.1 requires elevators to be part of the accessible means of egress in buildings where a required accessible floor is four or more stories above the level of exit discharge. Further, CBC 1009.4 requires standby power for the elevators. Provide compliance with these code sections or the exceptions to these code sections.

40. Accessible Electric Vehicle Parking: Provide accessible electric vehicle charging stations in accordance with CBC 11B-228.3.

41. Stair Handrail Extension: Stair handrails at the top and bottom of the stairs shall extend the full dimensions described in CBC 11B-505.10.

42. Sand Oil Separate: Sand oil separator shall be provided for the parking garage. CPC 1016.

Public Works

43. The Applicant shall pay all required utility fees and post all applicable bonds for infrastructure improvements to be dedicated to the City prior to issuance of any permit impacting public rights-of-way and/or public easements.

44. Prior to issuance of Core & Shell permit for any new building, the Applicant shall submit a water service request application to the Public Works Department and pay for all current, on-site service connection fees (including but not limited to Water and Wastewater). Fees shall be determined based on the current fee schedule at the time of permit issuance or as clarified in the Development Agreement.

45. The Applicant shall submit Improvement Plans, Final Map, and project related agreements for City review concurrently with the Mass Excavation/Shoring Permit resubmittal. The Applicant shall obtain City approval for the Improvement Plans, Final map, and project related agreements prior to issuance of Core & Shell permit or any other permit authorizing construction of any new building. Changes to the permitting sequence will be need to be reviewed and approved by the City. *VTM – This Condition Also Applies to the Vesting Tentative Map*

46. The Applicant shall submit a construction management plan (CMP) and phasing schedule for City review and approval prior to issuance of a demolition, grading or building permit, and ongoing throughout demolition, grading and/or construction. The CMP shall outline

traffic management strategies to reduce, to the extent feasible, traffic congestion, closures on the transportation network including emergency access and emergency response vehicles, the effects of parking demand by construction workers, and other nearby projects that could be simultaneously under construction. (SP Policy 4-12). Existing on-street parking shall not be impacted by project construction without permission from the Public Works Department.

47. The Applicant shall provide the name and 24-hour emergency phone number of the contact person in charge of construction. This information shall be conspicuously posted and publicly visible from outside of the construction site.

48. The Applicant shall apply for and obtain an Encroachment Permit from the Public Works Department for all work in the City's public rights-of-way, easements, or property in which the City holds interest prior to building permit issuance. An Encroachment Permit shall also be required for any traffic control of roadways during construction. The permit application shall include Traffic Control Plans for review and approval by the City.

49. Prior to the issuance of encroachment permit for public improvements and approval of the Final Map, the Applicant shall obtain Marriott's (1050 Bayhill Drive) written affirmation/consent for agreeing to abandon and close the segment of Elm Avenue and the respective rear driveway north of the realigned Grundy Lane, accepting full ownership and control of the east half of the abandoned Elm Avenue right-of-way fronting Marriott's property, accepting the right-of-way as is and agreeing that the City has no future responsibility or liability. The City should be indemnified from third-party claims on the abandoned portion of Elm Avenue. *VTM – This Condition Also Applies to the Vesting Tentative Map*

50. All above and below grade connections/crossings shall be privately owned and maintained. The Property Owner is responsible for the maintenance and repair of all below and above grade connections/crossings (i.e., tunnels and bridges), and shall indemnify, defend, and hold harmless the City of San Bruno, its elected and appointed officials, employees, and agents and other utility providers from and against any costs, claims, or liabilities arising in the event of any damages to the road or otherwise caused by problems with the below and above grade connections/crossings. Prior to the issuance of encroachment permit for public improvements and any permit authorizing construction of any new building and/or as part of each final map where a garage will extend beneath a public utility easement (PUE), or where a garage tunnel or bridge will cross a street and PUEs, the Property Owner shall execute an "Overlap Liability Acknowledgment", in a form approved by the City Attorney, for the below and above ground connections/crossings within the public rights-of-way and/or public easements. The agreement shall be recorded against the properties. Easements for the below and above grade connections/crossings within the public rights-of-way and/or public easements may be dedicated through the Final Map or separate survey instrument. *VTM – This Condition Also Applies to the Vesting Tentative Map*

51. Prior to the issuance of any permits, certificates of insurance shall be provided to the City verifying that both the Applicant and any contractors have public liability insurance. The amount and type of insurance shall be reviewed by the City and shall be sufficient to cover damages that may result from construction and operations. The insurance limits shall be as required by the City Attorney. Combined single limit coverage and the policy shall be subject to review and approval by the City Attorney.

52. Prior to the issuance of encroachment permit for public improvements and any permit authorizing construction of any new building, the Applicant shall enter into an Improvement Agreement to guarantee installation of all improvements required of the project and to provide for payment of all City inspection and plan check charges associated with the installation of public and private improvements including, but not limited to, sanitary sewer, storm drain, stormwater treatment, water systems and street lights. The Improvement Agreement shall be recorded against the properties.

53. Prior to the issuance of encroachment permit for public improvements and any permit authorizing construction of any new building, the Property Owner shall execute a Maintenance Agreement, in a form approved by the City Attorney, to ensure long-term maintenance and servicing by the property owner and/or designated management personnel of the privately-owned improvements. Maintenance responsibilities shall include, but are not limited to, street trees, landscaping and irrigation systems, street lighting systems, private utility lines such as sanitary sewer and storm drain, curb, gutter, sidewalk, signs and curb markings, driveways, stormwater treatment measures and ground slopes. Sidewalk maintenance includes repair of sidewalk uplift caused by street trees. All public utilities shall be maintained by the City, unless otherwise noted. The Maintenance Agreement shall be recorded against the properties.

54. Prior to the issuance of any permit for construction or demolition activity, the Applicant shall file a Notice of Intent and obtain coverage under the California State Water Resources Control Board Construction General Permit, including preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP). The Applicant shall comply with all requirements of the permit to minimize pollution of stormwater discharges during construction activities. The permit shall include any work by public and/or private utilities performing work on behalf of the Applicant. The Applicant shall be responsible for submitting all required project closeout documents and closing out of permit after completion of project.

55. The Applicant shall provide a copy of the project Stormwater Pollution Prevention Plan (SWPPP) to the City.

56. Mass Excavation/Shoring permit plans shall minimize the need for off-haul from the project site. Design shall incorporate all elements of the applicable geotechnical report(s) and include a pre- and post-consolidation plan, if applicable. Mass Excavation/Shoring permit plans shall also be signed by the Geotechnical Engineer indicating that the plans are in compliance with the geotechnical report and be subject to review and approval by the City Engineer.

57. Mass Excavation/Shoring permit plans shall indicate the amount of soil to be removed, disposal sites, the number of truck trips required and the proposed haul routes. Final haul route within San Bruno shall be approved by the City Engineer.

58. Prior to issuance of Mass Excavation/Shoring permit, the Applicant shall coordinate and propose haul route(s) so that hauling activities are not conducted at the same time and along the same route as the 901 Cherry Avenue development, if it is determined that hauling activities for both projects could occur simultaneously. (Mitigation Measure NOI-4).

59. The Applicant shall comply with Regional Water Quality Control Board regulations, including preparing a SWPPP and obtaining a WDID number. Mass Excavation/Shoring permit plans shall show all adjacent properties sufficiently to assure that the proposed grading does not negatively impact adjacent lands and shall incorporate drainage features

necessary to assure continued drainage without erosion and drainage entering from adjacent properties.

60. Prior to issuance of encroachment permit for public improvements and any permit authorizing construction of any new building, the Applicant shall prepare and submit a Stormwater Management Plan that illustrates compliance with all requirements of the Municipal Regional Stormwater NPDES Permit Provision C.3 and San Mateo Countywide Water Pollution Prevention Program's (SMCWPPP) C.3 Stormwater Technical Guidance to the satisfaction of the City Engineer. *VTM – This Condition Also Applies to the Vesting Tentative Map*

61. Prior to the issuance of any encroachment permit for public improvements and any permit authorizing construction of any new building, the Property Owner shall enter into a Stormwater Treatment Measures Maintenance Agreement with the City, in a form approved by the City Attorney, to ensure long-term maintenance and servicing by the Property Owner and/or designated management personnel of stormwater on-site and off-site design and treatment control measures according to the approved Maintenance Plan(s). The Stormwater Treatment Measures Maintenance Agreement shall be recorded against the properties.

62. A Maintenance Plan for every stormwater treatment control measure or applicable site design measure, inclusive of maintenance and inspection checklists and Maintenance Inspection Report Forms, shall be submitted to the City for review and approval. A copy of the final, approved Maintenance Plan(s) shall be made a part of the Stormwater Treatment Measures Maintenance Agreement. A copy of the final, approved Maintenance Plan(s) shall also be on file with the Engineering Division.

63. The Applicant shall submit a complete Geotechnical analysis/report at the time of building permit submittal. The Applicant shall implement the recommendations of a geotechnical report by a registered Geotechnical Engineer. The geotechnical investigation shall provide data to evaluate the geotechnical conditions of the site and provide seismic, landslide, mudslide, and groundwater evaluation and recommendations, and recommendations for appropriate soil engineering to reduce seismic hazards. The geotechnical investigation shall also discuss and provide recommendations for trenching and pavement sections, including traffic index and R-value.

64. The Applicant shall obtain core samples of the existing structural section on Cherry Avenue and Bayhill Drive property frontages. The Applicant shall reconstruct or overlay (if a structural section calculation can so justify) the roadway pavement section if the core sample obtained indicates deficiency of the existing pavement compared to the current Traffic Indices of the frontage streets. Applicant shall have a report of results prepared by a qualified Civil Engineer.

65. The Applicant shall perform two pavement condition surveys to determine the Pavement Condition Index (PCI) along the project frontage (at Cherry Avenue and Bayhill Drive) and the approved haul route(s) to freeway on-ramps prior to the start of construction and after construction is complete. The surveys shall be performed by professional pavement inspectors conducting detailed examinations of pavement surface features such as cracking and depressions in accordance with the requirements of ASTM D6433-11, "Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys." Copies of both survey results shall be provided to the City. The Applicant shall make any repairs to the roadway necessary to attain the pre-construction PCI or better. Where

significant repairs are needed, the Applicant shall pave full roadway width and not half street, unless approved by the City Engineer.

66. The Applicant shall submit conceptual design plans for work within or adjacent to Caltrans rights-of-way to Caltrans for review and consent to the extent required under applicable Caltrans authority. Prior to issuance of any permits affecting Caltrans, the Applicant shall provide Caltrans approval or consent letter to the City for review.

67. The Applicant shall submit conceptual design plans for work within or adjacent to San Francisco Public Utilities Commission (SFPUC) easements, including construction methods for protecting SFPUC water transmission pipelines, to SFPUC for review and consent to the extent required under applicable SFPUC authority. Prior to issuance of any permits affecting San Francisco Public Utilities Commission (SFPUC), the Applicant shall provide SFPUC approval or consent letter to the City for review. (Plan Policy 2-19).

68. Discharge of groundwater during construction shall comply with the City of San Bruno Municipal Code, Chapter 10.12.150 (General discharge regulations). The Applicant is responsible for obtaining any and all permits required for discharging groundwater and any other dewatering activities.

Fire Department

69. Safety Plans for the construction process to be approved by the Fire Marshall prior to Mass Excavation and Shoring Permit issuance.

70. FDC/double-detector check valves and fire hydrant locations to be approved by Fire Marshal prior to the issuance of the Core and Shell Permit.

71. Provide signage to identify the location of garage standpipes prior to the issuance of the Core and Shell Permit.

72. Dead-end fire service water mains shall not exceed 500 feet in length and/or have more than five Fire Department appliances, shall be looped around the site or building and have a minimum of two points of water supply or street connection. Zone valves shall be installed as recommended under NFPA 24 and the Fire Marshal. All details shall be addressed as part of the Site Development Permit.

73. Stairwells shall be numbered to coincide with elevator locations as feasible. All details shall be addressed as part of the Core and Shell Permit.

74. Knox Boxes shall be provided at each main stairwell entrance, front lobby, and a Knox Elevator Box shall be located near the central bank of elevators. Two sets of keys to be provided for each Knox Box. All details shall be addressed as part of the Core and Shell Permit.

75. All rooms to be identified by use. All details shall be addressed as part of the Interior Architecture Permit.

76. Car stackers and car puzzler shall conform to the June 21, 2021 version of San Bruno's Standard. All details shall be addressed as part of the Core and Shell Permit.

III. Improvement Plans

Public Works

1. The Applicant shall submit any project phasing with the improvement plans.

2. Improvement plans shall be prepared pursuant to the City of San Bruno Municipal Code (Muni Code), City standard details and specifications, State law and regulations, and standard engineering practice. In the event of conflicts, the Muni Code shall govern unless approved by the City Engineer.

3. All improvement plans for work within the public right-of-way shall be submitted on 22" x 34" standard plan sheets. Scale shall be sufficiently large for clarity and review. Street improvement plans and profiles shall have a minimum of 1"=20' scale. The site plan and finished grading plans shall have a minimum of 1"=40' scale.

4. The Applicant shall submit engineered improvement plans (including specifications & engineer's cost estimates) for approval by the City Engineer, showing the infrastructure necessary to serve the project. The improvement plans shall include, but are not limited to, all engineering calculations necessary to substantiate the design, proposed roadways, drainage improvements, utilities including CityNet service, traffic control devices, retaining and/or sound walls, waterlines, sanitary sewers, and storm drains, street lighting, common area landscaping, stormwater management plan, signing and striping, and other project improvements.

5. The Applicant shall provide, as of its improvement plans submittal and/or building plan submittal, detailed structural calculations and design details for retaining walls and sound walls, which may be constructed as part of the project. Walls shall incorporate drainage features recommended in the geotechnical report to ensure proper drainage. The aesthetic design shall be to the satisfaction of the Community and Economic Development Director. The structural and drainage design shall be to the satisfaction of the City Engineer and Building Official.

6. At the time that the improvement plans are submitted, the Applicant shall submit a copy of the Notice of Intent filing, including the project's Stormwater Pollution Prevention Plan, to the Public Works Department.

7. Temporary pedestrian and vehicular access shall be provided, especially where existing facilities cannot be maintained, during construction to the satisfaction of the City Engineer. At no time shall construction impede pedestrian access to and from existing businesses and/or services; however, the City acknowledges that Grundy Lane closure and other temporary road closures will be necessary during construction. Final improvements shall include accessible path of travel along all roadways.

8. All sidewalks, curb and gutter shall be monolithic, except for locations where the sidewalk is not directly adjacent to the curb and gutter; and gutters shall have grades that direct stormwater flows into the City's stormwater system and shall not create any ponding within the public right-of-way. *VTM – This Condition Also Applies to the Vesting Tentative Map*

9. All sidewalks shall be located within the public right-of-way or public access easements and shall meet City and/or Caltrans standards, whichever is more stringent. Public access easements shall be treated like public sidewalk. Blocking the public access easement will require a City encroachment permit. *VTM – This Condition Also Applies to the Vesting Tentative Map*

10. The Applicant shall dedicate public access easement to the City to maintain a minimum of 6-ft wide public sidewalk along the proposed bus duck-in along the west side of Cherry Avenue between Grundy Lane and Bayhill Drive, adjacent to 901 Cherry Avenue. *VTM – This Condition Also Applies to the Vesting Tentative Map*

11. The design of the shuttle bus duck-in proposed to be located along the west side of Cherry Avenue, adjacent to 901 Cherry Avenue, shall be submitted for City review and approval. The proposed bus duck-in shall be designed to maintain surface flows and prevent ponding of storm water. *VTM – This Condition Also Applies to the Vesting Tentative Map*

12. All curb ramps shall be directional and installed to comply with ADA requirements and in compliance with Caltrans standards and specifications, unless approved by the City Engineer. The Applicant shall upgrade all curb ramps serving crossings that connect to the project frontage and provide a separate ramp for each crossing ; and dedicate public access easements where needed and possible to support the curb ramp improvements. All curb ramps shall be installed based on this condition, unless technically infeasible, in which case the final review and determination will be made by the City Engineer. *VTM – This Condition Also Applies to the Vesting Tentative Map*

13. The bulb out and curb extension along the west side of the Cherry Avenue and Grundy Lane intersection shall be designed to include features for pedestrian protection and safety. *VTM – This Condition Also Applies to the Vesting Tentative Map*

14. The proposed Traeger Avenue cross section between Bayhill Drive and San Bruno Avenue shall be centered with the center of the Traeger Avenue right-of-way, and be symmetrical with a 6-ft wide median at the center and two 11-ft travel lanes, a 6.5-ft curbside planting area and 10-ft sidewalk on each side of the median, unless otherwise approved by the City Engineer. *VTM – This Condition Also Applies to the Vesting Tentative Map*

15. The proposed Elm Avenue cross section between Bayhill Drive and San Bruno Avenue shall be centered with the center of the Elm Avenue right-of-way. The Elm Avenue cross sections vary towards the intersections at Bayhill Drive and San Bruno Avenue, and shall be submitted to the City for review and approval. *VTM – This Condition Also Applies to the Vesting Tentative Map*

16. At-grade markers or monuments shall be provided to physically and permanently mark the limits of the below grade connections/crossings to the satisfaction of the City Engineer. *VTM – This Condition Also Applies to the Vesting Tentative Map*

17. A faux concrete cap or other sacrificial barrier with color indication shall be installed directly above the below grade connections/crossings. *VTM – This Condition Also Applies to the Vesting Tentative Map*

18. A minimum of 12-inches of vertical clearance shall be provided between the bottom of existing or proposed utilities and the top of the faux concrete cap or sacrificial barrier for the below grade connections/crossings.

19. Resurface the full width of Cherry Avenue between Bayhill Drive and Interstate 380 by grinding the existing surface asphalt concrete to a depth of 2-inches and placing 2-inches of new asphalt concrete material (a 2-inch mill and fill). Resurfacing shall include replacing existing traffic signal detector loops, traffic lines, pavement markers and pavement markings, as needed. Pavement markings shall be replaced using thermoplastic material. *VTM – This Condition Also Applies to the Vesting Tentative Map*

20. Laterals and services for future use may be considered at the discretion of the City Engineer. *VTM – This Condition Also Applies to the Vesting Tentative Map*

21. Sanitary sewer, storm drain, and water laterals/services shall connect perpendicular to their respective utility mains. Where utility mains do not currently exist, the Applicant shall

be responsible for extending the utility mains for the connection of the proposed laterals. *VTM – This Condition Also Applies to the Vesting Tentative Map*

22. The Applicant shall pothole new utility crossings to investigate potential conflicts and provide pothole data in the improvement plans. The Applicant shall be responsible for resolving any conflicts during the design process and ensure compliance with utility separation requirements. The Applicant shall assume all risk for any utility work done without potholing. Separate encroachment permit may be required for potholing work. *VTM – This Condition Also Applies to the Vesting Tentative Map*

23. All major City utilities (e.g. valve clusters, meter assemblies, backflow assemblies and manholes) shall be drawn to scale to show the relationship with any adjacent structures, utilities, and easement and/or property lines. *VTM – This Condition Also Applies to the Vesting Tentative Map*

24. All privately maintained infrastructure and devices shall be located outside of the public rights-of-way and easements, unless approved by the City Engineer. This includes sanitary sewer and stormwater devices, pump systems, grease traps, oil separators, and electrical transformers and vaults that only serve the Applicant's project. Above ground utilities shall not create tripping hazards and shall be appropriately screened and secured. *VTM – This Condition Also Applies to the Vesting Tentative Map*

25. Utility clearances between utility mains, joint trench, structures, or other objects shall be a minimum of 5-ft from outside of pipe/trench to outside of pipe/trench, unless otherwise approved by the City Engineer, and comply with City standards and specifications and the requirements of the affected utility companies. Water main design shall also comply with the State Water Resources Control Board's Division of Drinking Water regulations.

26. San Bruno Water Division will operate and maintain water facilities up to the water meter. The Applicant shall design and construct water facilities according to City standard details and specifications. During construction, only San Bruno Water Division water personnel will be allowed to operate existing water facilities including water valves to facilitate any shut-downs required for construction.

27. The Applicant shall provide a mutually agreed upon rooftop antenna installation location to accommodate "Remote Water Meter Reading" system. Location shall include access to a dedicated 110V, 20 amp electrical circuit and a conduit run to the point of connection at the nearest CityNet utility box. If the Applicant decides to propose an alternative method for remote reading of the project's water meters, the Applicant shall coordinate with the San Bruno Water Division on the proposed alternate and submit documents and information as requested for the City for review and consideration; however, there is no guarantee of approval of the alternative method.

28. Separate water services, meters, and backflow preventers are required and shall be provided for domestic, irrigation, and fire. Below ground in-line water meter is required for fire service(s).

29. Water meter bypass is required for 3" domestic water service or greater. Fire line bypass may be required by the Fire Marshall on a case-by-case basis. Bypass valves should be located outside of the sidewalk and should not be located within the gutter pan.

30. Backflow protection on water services shall be required and accessible to Public Works staff at all times. The backflow preventer shall be installed above grade, located on private property, accessible to Public Works staff from the outside for testing, and subject to the City Engineer's approval. Backflow preventers may be placed within an enclosed room

upon review and approval by the Public Works Department; however, the Applicant shall not hold the City liable for any damages caused by installing backflow devices within the building.

31. New water main shall be located a minimum of 8-ft from face of curb with no other utilities between the water line and curb unless technically infeasible, in which case the final review and determination will be made by the City Engineer. *VTM – This Condition Also Applies to the Vesting Tentative Map*

32. The new 10-inch (inner diameter) water pipeline along the proposed Grundy Lane realignment shall extend to Elm Avenue and then southerly along Elm Avenue to connect to the existing water pipeline at the intersection of Elm Avenue and Bayhill Drive. The portion of the new water pipeline along Elm Avenue shall be located within a public utility easement outside of the existing SFPUC easement. Any proposed modifications to the water pipeline alignment shall be submitted to the City for review and subject to the approval by the City Engineer. *VTM – This Condition Also Applies to the Vesting Tentative Map*

33. Model proposed pipes in City's hydraulic model for conformance with Water Master Plan and design standards. Require that when projects and/or development involve modifying or relocating water distribution pipes, that the proposed pipe is modeled in the City's hydraulic model and that it meets the requirements of the City's Water Master Plan and City's design standard. (SP Policy 5-8) *VTM – This Condition Also Applies to the Vesting Tentative Map*

34. The Applicant shall conduct and submit video pipeline inspections to determine the existing condition of the sanitary sewer and storm drain mains across the project frontages and to the nearest upstream and downstream manholes. The Applicant shall be responsible for replacing and/or repairing any pipes or structures due to age and condition to the nearest upstream and downstream manholes to the satisfaction of the City Engineer.

35. The Applicant shall indicate number of sewer laterals required for the project. Laterals are considered at the discretion of the City Engineer. *VTM – This Condition Also Applies to the Vesting Tentative Map*

36. Sanitary sewer system shall be aligned in a way where manholes will not be in line with vehicular wheel path and not within any parking lane to the maximum extent feasible. *VTM – This Condition Also Applies to the Vesting Tentative Map*

37. The Applicant shall field verify the alignment and size of the existing sewer pipe along the west property line of 950 Elm Avenue. The Applicant shall be responsible for resolving any conflicts that arise and for amending the public utility easement to follow the actual alignment of the existing sewer pipe. *VTM – This Condition Also Applies to the Vesting Tentative Map*

38. Existing sewer pipe within the portion of Bayhill Drive to be improved shall be realigned to be within the street and not under the new curb and gutter. *VTM – This Condition Also Applies to the Vesting Tentative Map*

39. Discharges from indoor/outdoor mat/equipment/hood filter wash racks or covered outdoor wash racks for restaurants shall be plumbed to the sanitary sewer system.

40. Restaurants and large kitchens shall have a sink or other cleaning area large enough to clean the largest mat or piece of equipment. The cleaning area shall be indoors or in a roofed area outdoors, connected to a grease separator prior to discharging to the sanitary sewer. Outdoor cleaning areas shall be designed to prevent stormwater run-on from entering the sanitary sewer and to prevent stormwater run-off from carrying pollutants to the site storm drains. Signs shall be posted indicating that all food service equipment washing activities shall be conducted in a specified area. As an additional compliance path, Applicant may procure offsite mat clearing services.

41. Grease separator shall be located on private property and be easily accessible for maintenance and inspection. Regular maintenance and cleaning of the grease separator is required.

42. Boiler drain lines, roof top equipment with drain lines, and/or equipment for washing and/or steam cleaning activities shall be connected to the sanitary sewer system.

43. Air conditioning condensate shall drain to landscaping, or alternatively may be connected to the sanitary sewer system.

44. At the time that the Improvement Plans are submitted, the Applicant shall provide a final Drainage Report for the project prepared by a qualified California Registered Civil Engineer for City review and approval. All development, including interim conditions during construction and interim conditions with temporary improvements, within the Project Site is required to address stormwater management and implement stormwater control measures, including but not limited to on-site detention facilities, capture and re-use measures, green roofs, and/or other measures approved by the City, designed to maintain or reduce current, pre-development, surface runoff and stormwater discharge to the public storm drain system. The Drainage Report shall contain the following:

    a. Verification of existing pipe network including pipe size, elevation, material, capacity and condition, including the existing stormwater collection system in Bayhill Drive and Cherry Avenue.

    b. Hydrologic analysis of construction period conditions and implementation of all temporary facilities necessary during construction to avoid increases in peak flows.

    c. Hydrologic analysis of existing and proposed operational peak flows that accounts for all areas that will be disturbed by new development.

    d. Hydraulic analysis for evaluating pipe capacity and sizing of new pipes. The capacity of existing pipes that are proposed for re-use and new pipes shall be sized in accordance with the City's methodology, as noted in the San Bruno Municipal Code or otherwise approved by the City Engineer. New pipes in the public right of way, if required, shall be reinforced concrete pipes and have a minimum size of 15 inches.

45. The Applicant shall implement all permanent facilities necessary to avoid increases in operational peak flows. (Mitigation Measure HWQ-2 & Plan Policy 5-15). A tributary drainage area map shall be included in the Drainage Report.

46. Pervious pavement above the underground structure is impervious as it does not allow infiltration into native soil. The Applicant shall provide additional pervious area and/or propose other facilities so that post-project stormwater discharge is less than or equivalent to the pre-project discharge volume.

47. All drainage improvements shall be to the satisfaction of the City Engineer.

48. Drainage across private property lines is not permitted without approved easements, except where existing non-hazardous conditions (as determined by the City Engineer) are maintained. *VTM – This Condition Also Applies to the Vesting Tentative Map*

49. New storm drain systems, private and public, shall be designed to withstand a 25-year storm. The 100-year storm shall be contained within the public right-of-way.

50. Storm drain lateral diameter shall be sized to convey storm water or 12" minimum, whichever greater. *VTM – This Condition Also Applies to the Vesting Tentative Map*

51. Storm drain overflow inlets and connections shall be provided for all bioretention areas and/or other stormwater treatment facilities within Grundy Lane and Bayhill Drive. *VTM – This Condition Also Applies to the Vesting Tentative Map*

52. Storm drain system shall be aligned in a way where manholes will not be in line with vehicular wheel path and not within any parking lane to the maximum extent feasible. *VTM – This Condition Also Applies to the Vesting Tentative Map*

53. All on-site drainage shall be collected in a piped system and discharged directly to the public storm drain system. Drainage shall not run-off onto public right-of-way.

54. Storm drain laterals shall connect to the public storm drain system at a manhole, or other storm drain structure as appropriate (i.e. catch basin). If one does not exist, a new public storm drain structure shall be installed for the proposed storm drain lateral connection, unless approved by the City Engineer. *VTM – This Condition Also Applies to the Vesting Tentative Map*

55. Battery backup power shall be provided for any on-site pump system(s), sanitary sewer and/or storm drain. The Property Owner is responsible for the maintenance of the pump system(s), and shall defend, indemnify, and hold harmless the City of San Bruno, its elected and appointed officials, employees, and agents from and against any costs, claims, or liabilities arising in the event of a system failure.

56. The storm drain structure used for the connection of the Grundy Lane storm drain pipe to the public 72-inch storm drain main at the east end of Grundy Lane shall be designed to accommodate a 96-inch pipe connection to the north and to the south to the satisfaction of the City Engineer. The structure shall be designed to connect to the existing 72-inch storm drain main in the interim condition until the 72-inch pipes are upsized to 96-inch pipes or the equivalent of two parallel 72-inch pipes. *VTM – This Condition Also Applies to the Vesting Tentative Map*

57. All existing storm drain inlets along Bayhill Drive between Cherry Avenue and Traeger Avenue shall be relocated to the proposed curb line. The relocated/new storm drain inlets shall not be located in driveways or within the curb returns of driveway entrances/exits. *VTM – This Condition Also Applies to the Vesting Tentative Map*

58. Roof drains shall drain away from the building and be directed to landscaping or a stormwater treatment measure.

59. Roof leaders and downspouts to the treatment measures shall be clearly shown on the improvement plans.

60. The Applicant shall cover loading docks to minimize run-on to and run-off from the loading area. Roof downspouts shall be positioned to direct stormwater away from the loading area. Water from covered loading dock areas shall be drained to the sanitary sewer system.

61. Implement trash capture devices on-site to reduce trash loads by 100 percent prior to discharging stormwater into the public storm drain system. Provide trash capture in public stormwater catch basins along the project frontage and any public stormwater catch basins newly installed as part of the project. Cover trash, recycling, and loading area. (SP Policy 5-18). Device details shall be approved by the City Engineer. All on-site trash capture devices shall be cleaned routinely and maintained by the Property Owner per the Stormwater Treatment Measures Maintenance Agreement.

62. All storm drain inlets shall be clearly marked with the words "No Dumping! Flows to Bay," or equivalent using thermoplastic material or a plaque.

63. The Applicant shall prepare a Stormwater Management Plan (SWMP) and an overall plan that includes, at a minimum, exhibit(s) showing drainage areas and locations of Low Impact Development (LID) treatment measures; project watershed; total project site area and total area of land disturbed; total new and/or replaced impervious area; treatment measures and hydraulic sizing calculations; a listing of source control and site design measures to be implemented at the site; a brief summary of how the project is complying with Provision C.3 of the MRP; and detailed Maintenance Plans for each site design, source control and treatment measure requiring maintenance.

64. Details of treatment measures shall be designed in conformance with the SMCWPPP C.3 Stormwater Technical Guidance.

65. All stormwater treatment measures shown on the improvement plans shall be sufficiently dimensioned to be verified during construction by the Inspector.

66. At the time that improvement plans are submitted, the Applicant shall provide completed C.3 and C.6 Development Review Checklist(s).

67. All site design and source control measures checked "yes" in the C.3 Regulated Project Checklist's Sections II.B and II.C shall be strictly adhered to. Source control measures shall be clearly labeled on the improvement plans.

68. If 1150, 1200, 1250 Bayhill Drive (Lakes Property) is demolished and paved for parking purposes, the Applicant shall provide stormwater treatment measures for the property in compliance with MRP Provision C.3 regulations if the surface area remains in a paved condition for more than a two year period, unless approved by the City Engineer. *VTM – This Condition Also Applies to the Vesting Tentative Map*

69. Stormwater treatment measures shall be provided for the full-width of Grundy Lane in front of 1250 Grundy Lane and 1100 Grundy Lane and the portion of Bayhill Drive to be improved, unless technically infeasible, in which case the final review and determination will be made by the City Engineer. *VTM – This Condition Also Applies to the Vesting Tentative Map*

70. No treatment measures shall have standing water for more than five days for vector control.

71. Project shall incorporate landscaping that minimizes irrigation and run-off, promotes surface infiltration, minimizes the use of pesticides and fertilizers, and incorporates other appropriate sustainable landscaping practices such as Bay-Friendly Landscaping.

72. The Applicant shall provide joint trench plans for the design of dry utilities, including proposed street light system in the public right-of-way. The trench width and depth shall be to the standards of the utility companies and to the satisfaction of the City Engineer.

73. The Applicant shall provide street lighting plans, photometrics, and associated details for City review and approval. Information in the lighting plan shall include, but is not limited to, the following: pole type(s), luminaire type(s), conductor and wiring schedule, points of connection, lamp wattage, pull box locations, load and intensity calculation. The photometric plans shall comply with standards shown on ANSI/IES RP-8-18 or latest edition of American National Standard Practice for Design and Maintenance of Roadway and Parking Facility Lighting. A "high-low" fixture with mast arm for roadway and pedestrian lights for sidewalks shall be used. Final street lights shall be subject to City approval in its reasonable discretion.

74. The lighting for the buildings shall be installed and operational prior to the issuance of a Certificate of Occupancy for the project. All new utilities shall be installed underground.

75. The Applicant shall work with Pacific Gas and Electric (PG&E), CityNet, AT&T and other utility companies with interest to coordinate the installation and/or realignment of the joint trench for the project.

76. Prior to the approval of the improvement plans, Applicant shall provide written approval or consent of the dry utility plans from all affected utility companies including, but not limited to, PG&E, CityNet, and AT&T demonstrating their review and approval of the proposed improvements.

77. The Applicant shall install all dry utilities underground within a single joint trench, if possible, and underground existing overhead lines, if any, in compliance with City, PG&E and other utility agency requirements. Joint trench shall be located underneath the sidewalk (preferred) or street, exclusive of the gutter pan, and utility boxes and vaults shall be located within public utility easements behind the back of sidewalk, unless otherwise approved by the City Engineer. (Plan Policy 5-20).

78. Transformer(s) shall be located outside of the public right-of-way. Easement(s) shall be provided as required by the utility agency.

79. The Applicant shall relocate the SamTrans bus stop on the east side of Cherry Avenue between Bayhill Drive and Grundy Lane to the south towards Bayhill Drive as a far side stop. The applicant shall relocate the existing bench to the relocated SamTrans bus stop and design the area to accommodate the installation of a bus shelter and real time passenger information display in the future. The Applicant shall coordinate with SamTrans to determine specific sign type and design of the relocation.

80. The existing trash receptacle on the east side of Cherry Avenue (between Bayhill Drive and Grundy Lane) shall be relocated to be adjacent to the relocated SamTrans bus stop. The Applicant shall coordinate with trash receptacle owner and service provider on the relocation and maintenance of the trash receptacle.

81. On the east side of Cherry Avenue between Bayhill Drive and Grundy Lane, the remaining curb not needed for the SamTrans bus stop or up to 150-ft, whichever is lesser, can be used as a loading zone, of which up to 80-ft may be yellow loading zone. The remainder of the available loading zone shall be white curb reserved for use by passenger cars which will not be used by shuttle buses. (SP Policy 4-1). *VTM – This Condition Also Applies to the Vesting Tentative Map*

82. Driveways and internal circulation, including but not limited to placement of gates, guard booths, parking stalls, loading areas, pedestrian walkways, and drive aisles, shall be designed to provide adequate space behind the back of sidewalk to prevent queues of

vehicles entering the site from blocking the sidewalk or the adjacent roadway to the satisfaction of the City Engineer. The City reserves to right to request the Property Owner to modify internal vehicle operations, including adding more parking attendants, if on-street traffic is negatively impacted, such as queuing of vehicles entering the garage.

83. The Applicant shall coordinate with 1050 Bayhill Drive (Marriott) and obtain all appropriate City permits for the driveway and median modifications to accommodate turning movements for the new emergency vehicle access to 1050 Bayhill Drive as a result of the Grundy Lane realignment.

84. The Applicant shall install a pedestrian warning system, which may consist of visual and audible warning signals, that would be triggered when vehicles are exiting any parking garages or loading areas. The visual and audible warning signals should be designed in a way to be sensitive to the surrounding neighborhood. Convex mirrors should be installed at the point where vehicles are exiting the parking garages and loading areas into the public right-of-way. The proposed pedestrian warning system shall be submitted to the City for review and approval.

85. The Applicant shall obtain approval from the Traffic, Safety and Parking Committee and City Council for establishing special parking restriction(s) for the project.

86. Erosion control plan sheets shall be included as separate, numbered sheets in the improvement plans. Applicant shall pay for the erosion and sediment control measures depicted on the plans and/or modifications made subsequently as necessary based on field conditions.

IV. Construction Process

Community and Economic Development

1. General construction hours for all exterior work (foundation, exterior walls, roof, etc.) shall be limited to between the hours of 7:00 am – 6:00 pm. For all interior work (mechanical, electrical, plumbing, etc.) General construction hours shall be limited to between the hours of 7:00 am – 10:00 pm.
   Should construction be planned for the nighttime hours of 10:00 p.m. to 7:00 a.m. for any development under the Specific Plan within 500 feet of a residential land use (including the Phase I Development), the contractor(s) for each construction phase shall develop a construction noise control plan that demonstrates that noise from nighttime construction activities will comply with the City noise limit of 60 dBA at a distance of 100 feet, unless a permit is issued and approval is granted by the director of the City Public Works Department or his/her designee. Measures to help reduce noise from construction activity during nighttime hours to this level (or to the extent feasible) shall be incorporated into this plan and may include, but are not limited to, the following:
   a. Require stationary noise sources associated with construction (e.g., generators and compressors) in proximity to noise-sensitive land uses to be muffled and/or enclosed within temporary enclosures and shielded by barriers, which can reduce construction noise by as much as 5 dB.
   b. Require all construction equipment powered by gasoline or diesel engines and used during nighttime hours to have sound control devices that are at least as effective as those originally provided by the manufacturer and operated and maintained to minimize noise generation.

c. Prohibit idling of inactive construction equipment for prolonged periods during nighttime hours (i.e., more than 2 minutes).
d. Locate construction equipment as far as feasible from adjacent or nearby noise-sensitive receptors.
e. Use noise-reducing enclosures around noise-generating equipment during nighttime hours. Prohibit the use of impact tools (e.g., jack hammers) during nighttime hours.
f. Use electric motors rather than gasoline- or diesel-powered engines to avoid noise associated with compressed air exhaust from pneumatically powered tools during nighttime hours. Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust could be used; this muffler can lower noise levels from the exhaust by about 10 dB. External jackets on the tools themselves could be used, which could achieve a reduction of 5 dB.
g. Ensure that equipment and trucks used for Project construction use the best available noise control techniques (e.g., improved mufflers, equipment redesign, intake silencers, ducts, engine enclosures, acoustically attenuating shields or shrouds).
h. For construction work that occurs at night, an alternative to high pitched, single-tone back up alarms shall be used. This could include a visual observer to provide warnings to the driver in the event that workers are present behind the vehicle or the use of a white noise alarm sound source. Any alternative approach must comply with all applicable safety regulations.
i. The City of San Bruno shall require a third-party inspector to be onsite during all nighttime construction work. The director of the City Public Works Department or his/her designee, based on the degree of construction, proximity to sensitive uses, or a noise complaint, may require the Project sponsor to monitor noise levels during nighttime construction activities. If this is required, a plan for noise monitoring and reporting must be provided to the Director of the City Public Works Department or his/her designee for review.
j. Should a reduction in construction noise to below the allowable 60 dBA level be deemed infeasible, the contractor shall coordinate with the Community and Economic Development Department to obtain a permit that allows the generation of nighttime construction noise in excess of 60 dBA. The permit shall include stipulations and restrictions with which the contractor(s) would be required to comply. The contractor(s) shall comply with all stipulations of the permit. One of the conditions of the permit shall be that interior noise levels at the nearest noise-sensitive uses resulting from nighttime construction shall not exceed 45 dBA, a commonly accepted threshold for sleep disturbance.

2. All applicants proposing development of projects within the Project Site shall require their contractors, as a condition of contract, to further reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall operate on at least an EPA-approved Tier 4 Final or newer engine. The Community & Economic Development Director may consider requests for exemptions for specialized equipment where a contractor documents that Tier 4 engines are not commercially available within 200 miles of the Project Site. The construction contract must identify these

pieces of equipment, document their unavailability, and ensure that they operate on no less than an EPA-approved Tier 3 engine. (Mitigation Measure AQ-1).

3. All applicants proposing development of projects within the Project Site shall require their contractors, as a condition of contract, to reduce construction-related fugitive dust by implementing BAAQMD's basic control measures in effect at the time of construction at all construction and staging areas. The following measures are based on BAAQMD's current CEQA guidelines.

    a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) will be watered two times per day.

    b. All haul trucks transporting soil, sand, or other loose material offsite will be covered.

    c. All visible mud or dirt track-out onto adjacent public roads will be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

    d. All vehicle speeds on unpaved roads, driveways, or driving surfaces shall be limited to 15 mph.

    e. All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used.

    f. Post a publicly visible sign with the telephone number and the name of the person to contact at the lead agency regarding dust complaints. This person will respond and take corrective action within 48 hours. The phone number of the BAAQMD will also be visible to ensure compliance. (Mitigation Measure AQ-5).

4. All applicants within the Planning Area shall require their contractors, as a condition of contracts, to reduce construction-related GHG emissions by implementing BAAQMD's recommended best management practices in effect at the time of construction, including the following measures (based on BAAQMD's (2017) CEQA Guidelines):

    a. Ensure alternative fueled (e.g. biodiesel, electric) construction vehicles/equipment make up at least 15 percent of the fleet;

    b. Use local building materials of at least 10 percent (sourced from within 100 miles of the Planning Area); and

    c. Recycle and reuse at least 50 percent of construction waste or demolition materials. (Mitigation Measure GHG-1)

5. The multi-modal transportation hub shall be completed and fully operational prior to the issuance of Certificate of Occupancy for Phase 1 South and Phase 1 North.

6. ACM shall be performed by a registered CalOSHA asbestos abatement contractor in compliance with CalOSHA and Bay Area Air Quality Management District (BAAQMD) standards.

7. Lead-based paint and components shall be removed by lead-trained personnel in accordance with all applicable federal, State, and local regulations.

8. If the existing street trees located within the public right-of-way are removed or damaged during the construction process, the applicant shall install new street trees in the same

location. A revised landscaping plan shall be submitted for review and approval prior to installation of any new street tree, which may allow a replacement tree to be planted in a different location than the original.

9. Assess any archaeological deposits and tribal cultural resources discovered during construction. If archaeological deposits or tribal cultural resources, including, but not limited to, flaked stone or groundstone, midden and shell deposits, historic-era refuse and/or structure foundations, are encountered during project related ground disturbance, work in the area shall stop immediately. A qualified archaeologist/tribal cultural resource specialist shall be contacted to assess the discovery. (SP Policy 6-29)

10. Address the discovery of human remains. If human remains of Native American origin are discovered during ground-disturbing activities, it shall be necessary to comply with state laws regarding the disposition of Native American burials, which fall within the jurisdiction of the Native American Heritage Commission (Pub.Res. Code Sec. 5097).
    a. If human remains are discovered or recognized in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the county coroner has been notified and all applicable legal requirements have been implemented. (SP Policy 6-30)

11. Require that all applicants undertaking earth moving projects within the Plan Area adequately respond to the discovery of paleontological resources. Developers shall follow the following steps regarding discovery of paleontological resources:
    a. If paleontological resources are discovered during earthmoving activities, the construction crew shall immediately cease work near the find and notify the project applicant. Construction work in the affected areas shall remain stopped or be diverted to allow recovery of fossil remains in a timely manner.
    b. The project applicant shall retain a qualified paleontologist to evaluate the resource and prepare a recovery plan in accordance with Society of Vertebrate Paleontology guidelines. The recovery plan may include a field survey, construction monitoring, sampling and data recovery procedures, museum storage coordination for any specimen recovered, and a report of findings.
    c. Recommendations in the recovery plan that are determined by the project applicant to be necessary and feasible shall be implemented before construction activities can resume at the site where the paleontological resources were discovered.
    d. The project applicant shall be responsible for ensuring that the monitor's recommendations regarding treatment and reporting are implemented. (SP Policy 6-33)

Public Works Department

12. Prior to start of construction, the Applicant shall hold a preconstruction conference with City staff. The Applicant shall arrange for the attendance of the construction managers, contractors, and all subcontractors who are responsible for grading, installing public improvements, and managing erosion control measures.

13. Prior to start of any on-site vertical construction, offsite underground utility improvements (i.e. installation of utility mains and public laterals and services) and realignment of Grundy Lane shall be substantially completed to the satisfaction of the City Engineer.

14. The Applicant shall apply for and obtain an encroachment permit for traffic control of roadways during construction. Applicant shall indicate on the plan the detour route and post detour signs at the perimeter of the site. In addition, 15 days prior to the roadway traffic control, Applicant shall post a changeable message sign indicating the dates of the traffic control to the satisfaction of the City Engineer.

15. The Contractor shall ensure that any pedestrian, bicycle, or transit facility closed or obstructed by construction activity be replaced with a convenient and accessible alternative that replicates as nearly as practicable the most desirable characteristics of the original facility. (SP Policy 4-13).

16. Road and sidewalk closures shall be requested and approved by the City's project manager at least 48 hours in advance of each occurrence. Traffic control plan(s) shall be submitted and approved prior to request for road and sidewalk closure.

17. Traffic control, regulatory, warning, guide signs and markings (including fire hydrant pavement markets) shall be installed in conformance with the California Manual of Uniform Traffic Control Devices, and as directed and approved by the City Engineer.

18. The Applicant and City Engineer or his/her designee shall work closely to anticipate and mitigate unforeseen temporary obstacles and obstructions associated with the project construction efforts to ensure safe paths of travel throughout the construction phase of the project. The Public Works Department shall review and approve modifications to temporary construction efforts on an as needed basis.

19. Site inspection shall be performed by or under the supervision of a California registered Geotechnical Engineer at the Applicant's expense during trenching and backfill operations pursuant to City standards and specifications. The Geotechnical Engineer shall take compaction tests, and shall submit test results to the Public Works Department.

20. Temporary control structures shall remain in place until the site is completely developed. A maintenance plan shall be submitted to the City Engineer indicating the contractor's responsibility for complying with the erosion and sediment control plan for the duration of construction. The maintenance plan shall include dust control, but is not limited to the best management practices outlined in the Stormwater Pollution Prevention Plan (SWPPP), and shall be to the satisfaction of the City of San Bruno and meet all Regional Water Quality Control Board (RWQCB) requirements.

21. The Applicant shall coordinate installation of stormwater treatment measures with the City and shall arrange to have a City Inspector or designated third party inspector present at the time of installation. The Applicant shall be responsible for all fees associated with special stormwater inspections during construction.

22. The Applicant shall arrange and pay for final inspection of installed stormwater treatment measure by City's third party inspector within 45 days of installation or project construction completion, whichever comes first.

23. All utility services to neighboring properties shall remain active throughout construction unless written authorization is obtained from the respective property owner(s). The Applicant/Contractor shall coordinate with the City and other affected utility agencies to activate new utility systems and to decommission and abandon or remove retired utility lines and structures.

Fire Department

24. Fire Department access shall be maintained throughout construction, with a minimum of 20 feet of width.

25. Prior to any construction framing, the project developer shall provide adequate fire protection facilities, including, but not limited to, a water supply and water flow in conformance to the City's Fire Department Standards able to suppress a significant fire.

26. Safety plan for construction process approved prior to building permit issuance shall be maintained until all building permits are finaled.

V. Prior to Occupancy

Community and Economic Development

1. The applicant shall meet with staff and Recology and obtain approval regarding regularly scheduled trash, recycling, and compost collection.

2. Require new development with hazardous materials on site to create digital pre-incident plans. These plans shall be distributed to the San Bruno Fire Department as a condition of approval of a development entitlement prior to the issuance of a certificate of occupancy for the site – (SP Policy 6-7).

3. Develop and maintain best practices for reducing air pollutant emissions associated with the operational phase of development. These practices may include, but are not limited to:

    a. Loading Plans – Require new large commercial project to prepare a loading plan aimed to minimize truck idling and reduce diesel particulate emissions related to truck loading.
    b. Green Commercial Products – For all projects developed within the Plan Area, developer(s) are require to provide education for residential and commercial tenants concerning green consumer products. Prior to receipt of any certificate of final occupancy, the project sponsors are required to work with the City of San Bruno to develop electronic correspondence to be distributed by e-mail to new residential and commercial tenants that require the purchase of consumer products that generate lower than typical VOC emissions. Examples of green products may include low-VOC architectural coatings, cleaning supplies, and consumer products, as well as alternatively fueled landscaping equipment. (SP Policy 6-13 b&c).

4. Applicant shall submit written verification that the Landscape Architect has inspected all trees, shrubs, planting and irrigation and that they are installed and functioning as specified in the approved plans.

5. A property maintenance and management plan shall be prepared for the entire property. The property maintenance and management plan shall include, but not be limited to, the following:

    a. Clearly identify the use of all balconies and define what can and cannot be stored on the balcony.
    b. General cleaning of litter and debris on-site
    c. Maintenance of all exterior building materials
    d. Maintenance of all landscaping

e. Window cleaning, etc.

6. The Cherry Avenue Plaza shall be completed prior to issuance of a Certificate of Occupancy for either Phase 1 North or Phase 1 South.

7. The Cherry Plaza Agreement shall be reviewed/approved by the City and recorded against the Phase 1 North and Phase 1 South Properties after Final Map Recordation and prior to the issuance of the Certificate of Occupancy for either Phase 1 North or Phase 1 South. The Agreement shall cover the following:

   a. Applicant's obligations regarding construction and maintenance.

   b. Granting of an easement for public use of the Cherry Plaza.

   c. Terms for use of the Cherry Plaza by the Applicant and the public.

   VTM – This Condition Also Applies to the Vesting Tentative Map

Public Works

8. Prior to project acceptance by the City, the Applicant shall retain a Civil Engineer to prepare "as-built" or "record" drawings of the public improvements, and the drawings shall be submitted in AutoCAD and PDF formats. AutoCAD files shall include vertical and horizontal data that is compatible with and can be exported to ArcGIS. Hardcopies shall be provided upon request by the City. *VTM – This Condition Also Applies to the Vesting Tentative Map*

9. Prior to project acceptance by the City, the Applicant shall prepare "Maintenance and Responsibility" drawings of the public improvements, and the drawings shall be submitted in AutoCAD and PDF formats.

10. For all public improvements and work to be dedicated to the City, the Applicant shall enter into an agreement and release of any and all claims with the City and provide a copy of the maintenance and warranty bond.

11. Upon completion of construction, the Applicant shall repair any public improvements damaged by construction operations to the conditions existing prior to project construction to the satisfaction of the City Engineer.

12. The Applicant shall construct directional curb ramps at Bayhill Drive and Traeger Avenue intersection and complete construction of Bayhill Drive improvements (full-width) between 900 Cherry Ave (Lot 1S) east property line to the Bayhill Drive and Traeger Avenue intersection if construction of 1150, 1200, 1250 Bayhill Drive (Lakes Property) does not commerce within 2 years following the completion of Phase 1 Building 1N and 1S, unless otherwise approved by the City Engineer. The Applicant shall post all applicable bonds for said improvements to be dedicated to the City prior to issuance of certificate of occupancy. *VTM – This Condition Also Applies to the Vesting Tentative Map*

Fire Department

13. All Fire and Life Systems shall be inspected and approved by the Fire Department in advance of any Certificate of Occupancy being granted.

14. The Applicant shall provide a digital preplan of the entire footprint of the building. The preplan must be approved by the Fire Marshal and identify critical features, including locations of all relevant features, and be in a format usable by SBFD. It should include multiple layers and information about the Fire Sprinkler System, instructions for the Fire Alarm system, Two-Way communication system, and ERRC System.

Police Department

15. Prior to issuance of the Temporary Certificate of Occupancy, address numbers for the business shall be on a contrasting background, easily visible from the street. The address numbers also must be visible at night. Address numbers must be affixed on or near any exterior door.

VI. On-Going

Community and Economic Development

1. All trash, recycling, and composting bins shall remain on private property located towards the northern end of the Phase 1 North site until the time of collection. At no time shall trash, recycling, or composting bins be stored within the public right-of-way, or be visible from the public right-of-way.
2. The applicant shall implement the Transportation Demand Management Plan approved by the City Council.
3. All on-site parking shall function as proposed within the Mechanical Parking/Valet Assist Parking Exhibit, which is included as an attachment to the City Council staff report.
4. The Phase 1 Development applicant will be required to complete and submit to the City of San Bruno an annual monitoring study that demonstrates a 21.7 vehicle miles traveled (VMT) per Capita threshold or a single occupancy vehicle (SOV) mode share of no more than 43 percent for the new Phase 1 Development buildings. A Bayhill VMT Monitoring and Mitigation Plan will be prepared and periodically updated to explain the details of the monitoring and mitigation requirements. If thresholds are not met, the City will collect mitigation payments, which will be used to fund City-initiated project and programs that reduce the SOV mode share trip rate such as bike and pedestrian network improvements, first-/last-mile shuttle services to regional transit stations, and marketing campaigns. (Mitigation Measure TRA-2).
5. Applicant is subject to all provisions outlined within the VMT Monitoring and Mitigation Plan, which is included as an attachment to the City Council staff report.
6. For special events the use of amplified music, per the City Municipal Code, the sound level emanating from sound-amplifying equipment shall be limited such that it is not more than 15 dB above the ambient base noise level, as measured at a distance of 100 feet from the sound source. In the absence of measured ambient sound levels, the zone ambient noise level for residential land uses, as defined by the City Municipal Code, Section 6.16.030, ambient noise level limits may be used. The zone ambient noise level for residential uses is 60 dB during daytime hours (7:00 a.m. to 10:00 p.m.) and 45 dB during nighttime hours (10:00 p.m. to 7:00 a.m.). Therefore, when using the zone ambient noise level, the daytime sound level limit is 75 dBA and the nighttime limit is 60 dBA.

   Per the City Municipal Code, the user of sound-amplifying equipment shall file a registration statement with the City Manager 10 or more days prior to the date on which the equipment is intended to be used. Registration must include information such as "the maximum sound-producing power of the sound-amplifying equipment, including the wattage to be used; the volume in decibels of the sound that will be produced; and the approximate distance from which sound will be audible."

   Should the City have reason to believe that noise from amplified music or speech at a given event may exceed 15 dB over the ambient noise level at a distance of 100 feet from the source, the City shall either require a noise analysis demonstrating expected

compliance with the applicable noise restrictions or require noise monitoring during the event to measure actual sound levels and enable real-time reductions in amplified noise, if necessary. Should an analysis be conducted, the analysis shall be prepared by persons qualified in acoustical analysis and/or engineering and demonstrate with reasonable certainty that the proposed use would not adversely affect nearby noise-sensitive uses. As a result of this analysis, modifications to the location, design, and/or proposed equipment associated with the event may be required so that noise would not result in exceedances of the allowable level. Should monitoring be conducted, persons qualified in acoustical analysis and/or engineering shall conduct both ambient and event noise measurements, and real-time reductions in noise as a result of monitoring results must be possible (e.g., turning the volume down). (Mitigation Measure NOI-3, SP Policy 6-5).

7. The applicant shall provide regular cleaning of debris and litter on the property.
8. All tenants shall be prohibited from using balconies/patios as storage.
9. Applicant shall comply with all requirements of San Bruno Municipal Code Chapter 5.16 regarding procedures for regulating and abating graffiti.
10. The Applicant shall comply with the real estate disclosure requirement outlined in Policy IP-1 of the SFO ALUCP.
11. After one year of occupancy the landscaping shall be inspected by a qualified landscape architect who shall verify the landscape condition and make recommendations in a memo report to be submitted to the Community and Economic Development Director.
12. A maintenance inspection report for the mechanical parking facility prepared at the sole expense of the property owner shall be submitted six months after issuance of the Certificate of Occupancy, and annually thereafter, to the Community and Economic Development Director for review. The report shall be prepared by a qualified traffic/parking professional. The report shall address the following:

    - Identify how many mechanical parking devices are provided on-site.
    - Describe the condition/status of all mechanical devices (Identify how many mechanical parking devices are operational, Identify how many mechanical parking devices are non-operational.)

    The Applicant shall make any necessary repairs to provide uninterrupted operation of the mechanical or automated parking facility.

Public Works

13. The Property Owner shall be responsible for conducting all servicing and maintenance as described and required by the stormwater treatment measure maintenance plan(s). Maintenance of all on-site and off-site design and treatment control measures shall be the owner's responsibility.
14. Approved maintenance plans for stormwater treatment measures shall be kept on-site and made readily available to maintenance crews. Maintenance plans shall be strictly adhered to.

15. By April 1 each year, maintenance inspection and servicing reports for the stormwater treatment systems shall be submitted to the City Engineer for the previous calendar year (January 1 through December 31).

16. The Property Owner shall be required to pay for all municipal inspections of installed stormwater treatment systems as required by the Regional Water Quality Control Board or the City.

17. Site access shall be granted to representatives of the City, the San Mateo County Mosquito and Vector Control District, and the Water Board, at any time, for the sole purpose of performing operation and maintenance inspections of the installed stormwater treatment systems. A statement to that effect shall be made a part of the Maintenance Agreement and Stormwater Treatment Measures Maintenance Agreement recorded against the properties.

18. The Property Owner and its successors shall be responsible for maintenance of the sewer laterals up to the public sewer main line or manhole.

19. Storm drainage improvements on private property shall be privately owned and maintained. Storm drain laterals, including those within the public right-of-way, shall be privately maintained, with responsibility terminating at connections to the public storm drain system.

20. All private utilities (storm drain, sanitary sewer, water, electric, gas, etc.) and private road facilities within the project shall be maintained and repaired by the Property Owner and shall be memorialized in the maintenance and operations agreement.

21. The Applicant shall meet and confer with the City on how to address any unanticipated traffic concerns in the public right-of-way caused by on-site, private traffic, including but not limited to parking, queuing, loading, etc., during construction and for one year after Certificate of Occupancy issuance. The Applicant shall be responsible for addressing said traffic concerns to the satisfaction of the City Engineer.

22. The Applicant shall create a private multi-modal transportation hub. The off-street multi-modal transportation hub at 950 Elm Ave shall be established to accommodate private bus/shuttle loading and unloading without impacting city streets, and shall be expanded as needed to accommodate each phase of development through buildout. (SP Policy 2-18). *VTM – This Condition Also Applies to the Vesting Tentative Map*

VII. Additional Conditions of Approval that apply to Vesting Tentative Map

Community and Economic Development

1. The Applicant shall file a declaration of acceptance of the following conditions by submitted a signed copy of the "Summary of Hearing" to the Community Development Department within thirty (30) days of City Council approval. Until such time as the Summary of Hearing is filed, Vesting Tentative Map (TM19-001) shall not be valid for any purpose. The effective date of the Vesting Tentative Map shall be the effective date of the associated Ordinances (Ordinance ___ & Ordinance ___). Expiration of the Vesting Tentative Map shall be as determined pursuant to City and State law unless otherwise specified within the Development Agreement.

2. Substructure outlines for Lot 1N and Lot 1S as shown on the VTM is inconsistent with the floor plans shown on Sheets 1N.A-100 to 1N.A-102 and 1S.A-100 to 1S.A-102 in the Phase 1 plans. Revise substructure outlines to be consistent amongst all documents.

Additionally, provide callouts for substructure outlines on the VTM. (Comment also applies to Phase 1 plans).

3. Note #12 on Sheet TM1.0 states, "Publicly accessible private open spaces will be dedicated per separate instrument." Update the note to clearly state that greenways shall be provided pursuant to the Bayhill Specific Plan even though they are not currently shown on the Vesting Tentative Map.
4. Separate building permits for the proposed site improvements located at 1100 Grundy Lane, 950 Elm Avenue, and 1050 Bayhill Drive shall be submitted for staff review/approval at the time of Final Map submittal.
5. Note #10 on the Vesting Tentative Map cover sheet states, "Improvements on other parcels, excluding lots 1N and 1S, will be per the Bayhill Specific Plan or as otherwise approved by the Community Development Director." Modify the note by indicating that City Engineer approval is required as well.

Public Works

6. The Applicant may file up to seven phased final maps with this Vesting Tentative Map for Lot 1N/1S, 2, 3, 4, 5N, 5S, and 5E. There are no changes to the parcel line at Lot 3, 5S, and 5E.
7. The Final Map shall include the names and addresses of all parties having any record interest in the real property being subdivided.
8. The Applicant shall provide utility clearance letters from all franchise utility companies for the vacation of the rights-of-way, and the public utility easements.
9. If there are any conflicts between the vesting tentative map and the conditions of approval, these conditions of approval shall govern, unless otherwise specified within the Development Agreement or approved by the City Engineer.
10. Final map(s) shall be prepared pursuant to the City of San Bruno Municipal Code (Muni Code) and Subdivision Map Act. In the event of conflicts, the Subdivision Map Act shall govern.
11. The City reserves the right to require the Property Owner to provide easements for public utilities and access as part of reviewing a requested permit or development approval, as determined by the City Engineer.
12. The Property Owner shall acquire at its own cost all off-site easements, rights-of-way, and land required for the project, subject to the provisions of Government Code section 66462.5.
13. Grundy Lane shall be dedicated to the City in Fee Title. The Grundy Lane fee dedication lines shall extend straight from Cherry Avenue to Elm Avenue with a consistent right-of-way width of 60-ft. There should not be a jog in the dedication line at the southwest corner of 1250 Grundy Lane.
14. All portions of Elm Avenue north of Grundy Lane shall be vacated as part of the final map. Any easements needed for public use shall also be provided for the vacated portion of the right-of-way as part of the final map.
15. The eastern property line of 1000 Cherry Avenue separating 1000 Cherry Avenue and 1250 Grundy Lane shall be clearly shown on the Final Map, and shall extend straight to the new northern Grundy Lane fee dedication line.

16. Prior to approval of the Final Map, the Applicant shall obtain San Francisco Police Credit Union's (1250 Grundy Lane) written affirmation/consent for accepting full ownership and control of the small portion of Grundy Lane that will be vacated as part of the Grundy Lane realignment. The Property Owner shall dedicate on all pertinent maps any and all public easements required for public utilities and access on private lots or parcels.

17. The Property Owner shall convey any easements to its successors, with the stipulation that they shall be perpetually the owner's responsibility for maintenance and repair, and the owner will hold and save the City of San Bruno harmless from all claims of any kind related to them.

18. Roadway easement dedications shall include all space vertically above and below ground, unless otherwise approved by the City Engineer.

19. Public utility easement (PUE) dedications shall include all space vertically above and below ground. Vertical extent of PUE dedications shall not be limited to the maximum extent feasible except for above-ground pedestrian bridges, and at 1000 Cherry Avenue (Lot 1N) and 900 Cherry Avenue (Lot 1S) where the depth of the PUE below ground is restricted to 7-ft as a result of the underground parking structure. For PUE amendments and/or dedications in Lot 2, 3, 4, 5N, 5S, and 5E, the depth of the PUE below ground may be limited to the top of the second sublevel of the respective underground parking structure, unless otherwise required by other public utility agencies such as PG&E.

20. Proposed utility laterals and services, easement vacations and/or dedications, and other items needed to support Lot 2, 3, 4, 5N, 5S, and 5E can be discussed at the time these lots are being developed. All existing easements or portions of easements, except for those affected by the Grundy Lane realignment, upsizing and realignment of existing 72-inch storm drain main, and/or within 1000 Cherry Avenue (Lot 1N) and 900 Cherry Avenue (Lot 1S) shall remain unchanged, unless approved by the City Engineer.

21. Below ground tunnels. Permit below ground tunnels between parking garages. Up to seven private below ground tunnels providing vehicle and pedestrian access between parking garages are permitted. (SP Policy 4-14)

22. Minimize the Visual Impact of Pedestrian Bridges. Up to four private access pedestrian bridges over public streets are permitted. They shall be designed to be as visually unobtrusive as possible. Bridges shall be relatively narrow – no wider than 20 feet with a minimum of 18 feet of vertical clearance – to minimize the visual impact and shadowing on sidewalks below, and materials shall be lightweight in appearance, with slender metal support members and railings, glass side/railing panels, and/or other approaches as feasible. Bridges shall be removable to allow for changes in occupancy and internal use programs over time to the maximum feasible extent. (SP Policy 3-9) As part of the development of each lot/parcel, easement(s) shall be dedicated to support storm drain improvements. In regard to the 72-inch public storm drain main, storm drain easements (exclusive of other existing and proposed public utility, sewer, and water easements) shall be dedicated at 950 Elm Avenue (Lot 5N), 1111 Bayhill Drive (Lot 3), 999/1001 Bayhill Drive (Lot 5S), and any other affected parcels for the installation of a second 72-inch pipe parallel to the existing or relocated main or for the installation of a single larger conveyance system, which will replace the existing main, with a capacity that is equivalent to or greater than two parallel 72-inch pipes. The Applicant shall engage the City regarding the design of the proposed improvements during preliminary design of their project. Final design shall be provided to the City for review and approval. Dedication of

storm drain easement(s) shall comply with City requirements and be to the satisfaction of the City Engineer. (SP Policy 5-11).

23. The existing 72-inch storm drain main through 1100 Grundy Lane (Lot 4), across Grundy Lane, through 950 Elm Avenue (Lot 5N), across Bayhill Drive and Elm Avenue, and through 999/1001 Bayhill Drive (Lot 5S) shall be replaced with a 96-inch pipe with a 20-ft minimum storm drain easement (SDE). The storm drain easement shall be widened as needed to accommodate junction structures. SDE shall be dedicated in 1111 Bayhill Drive (Lot 3) as needed to accommodate the upsizing and realignment of the existing 72-inch main to a new 96-inch storm drain main. The Applicant shall submit improvement plans for the storm drain realignment and easement dedication/vacation request for City review and approval. The Applicant shall also coordinate with the City to ensure the storm drain realignment is designed and installed to the satisfaction of the City Engineer.

24. As part of the development of each lot/parcel, easement(s) shall be dedicated to the City for public storm drain improvements that are located outside of the public right-of-way. Dedication of easement(s) shall take place in accordance with the following or as approved by the City Engineer: (SP Policy 5-14)

    - The minimum clearance between outside diameter (O.D.) of pipe to easement line shall be five (5) feet.
    - The minimum clearance between pipes (O.D. to O.D.) shall be five (5) feet.
    - The minimum clearance between outside of structure to easement line shall be four (4) feet.
    - Easement width must meet above requirements but shall not be narrower than fifteen (15) feet.

25. On Cherry Avenue between Grundy Lane and Interstate 380, install bicycle sharrows on the west southbound lane and the east northbound lane.

26. On Cherry Avenue between Bayhill Drive and Grundy Lane, install bicycle sharrows on the west southbound lane on Cherry Avenue and a 6'-0" Class II bike lane on the northbound side.

Attachment 4

August 17, 2021 Planning Commission Meeting Summary

Topic # 1- Community Benefit Payments & Development Impact Fees: The Planning Commission asked a variety of questions regarding Community Benefits payments, City-Wide Development Impact Fees, and Area Development Impact Fees that apply to development projects within the Bayhill Specific Plan area.

- **Staff Response:** The City Manager, Jovan Grogan, noted that the Bayhill Specific Plan Community Benefit Program would apply to net new development that substantially exceeds what's allowed under existing zoning (called "Tier 2"), as described within Bayhill Specific Plan Implementation Chapter. Office development projects would pay $35 per square foot of gross building space above what the current Zoning allows for. Residential development projects would pay $10 per net square foot of floor area. The City anticipates receiving approximately $56,000,000 in various fees when Google/YouTube obtains the foundation permit for their proposed Phase 1 development, as stipulated in the proposed Development Agreement, which is anticipated sometime in 2022. Of the total $56,000,000 collected, approximately $25,000,000 would be dedicated to Community Benefits payments. The Community Benefit payments received would be subject to city wide allocation by the City Council. The remaining fees are associated with the city wide Development Impact Fees, Area Development Impact Fee for the Bayhill Specific Plan area, and the Affordable Housing/Commercial Linkage fees.

  The City Manager also noted that approximately $130,000,000 in total fees would be collected if Google/YouTube proceeded with redeveloping all of their properties that are covered by the Development Agreement.

Topic #2 - Maximum Housing Scenario and Residential Alternative: The Planning Commission asked for clarification between the Maximum Housing Scenario and the Residential Alternative that was analyzed in the Environmental Impact Report.

- **Staff Response:** As background, the two different buildout scenarios that were developed for purposes of the Draft EIR's programmatic analysis of the Specific Plan include the following:
  - The Maximum Office Scenario (primarily office with retail, hotel and no residential), where no residential construction occurs within the housing and mixed-use overlay zones. The Maximum Office scenario includes approximately 4 million square feet of total office development, 121,846 square feet of retail development, 79,152 square feet of hotel development, and no residential development.
  - The Maximum Housing Scenario (primarily office with retail, hotel in addition to residential), where the housing development is constructed within the furthest range allowable under the Specific Plan. The Maximum Housing scenario includes approximately 3.5 million square feet of total office development, 121,846 square feet of retail development, and 79,152 square feet of hotel development, and 573 multi-family residential units.

The Community & Economic Development Director, Pamela Wu, indicated that the Specific Plan, as proposed, includes overlay zones that would allow for a total of 573 residential units to be constructed within the Plan area. The Director further noted that the CEQA mandates consideration and analysis of alternatives to the proposed project. One of the three alternatives analyzed was the Residential Alternative, which called for construction of additional housing beyond what is included in the Bayhill Specific Plan. The City Manager, Jovan Grogan, also pointed out that City has identified a number of other potential sites throughout the City that could accommodate additional housing. A graphic was shared identifying the location of all proposed housing inventory sites within the City. It was also mentioned that the City will be collecting Affordable Housing Fees as development proceeds within the Bayhill Specific Plan area.

Topic #3 – Cherry Avenue Plaza: The Planning Commission asked general questions regarding the proposed publicly accessible Plaza located at the northeast corner of Cherry Avenue and Grundy Lane.

- **Staff Response:** The City Manager, Jovan Grogan, indicated the following regarding the Cherry Avenue Plaza:
    - The Plaza would be privately owned but publicly accessible to members of the public. Reservations are not needed to access this space.
    - An Agreement between the City and Google/YouTube would be required that would specify maintenance responsibilities for the Plaza.
    - The proposed Cherry Plaza improvements are included as part of the overall proposed Phase 1 entitlement scope.
    - Cherry Plaza is intended to be a casual public space for members of the public to utilize when they are in the surrounding neighborhood such as the Commodore Park, or Bayhill Shopping Center.

Topic #4 – Air Quality: The Planning Commission asked about air quality impacts to the surrounding community during construction and operation. Clarification was requested regarding the air quality standards/metrics against which project impacts are assessed in the EIR. Clarification was also requested regarding fees for non-compliance and programs that are in place for purchasing emission credits. Planning Commission stated a desire to understand the project's construction and operation air quality impacts from a layperson's perspective.

- **Staff Response:** The EIR consultant responded that the thresholds of significance used in the EIR for evaluating criteria air pollutant emissions are the Bay Area Air Quality Management District (BAAQMD)'s project-level regional criteria pollutant emission thresholds, which vary by pollutant and are listed in Table 3.2-5 of the Draft EIR. The thresholds of significance for localized pollutants (e.g., diesel particulate matter) are based on BAAQMD's cancer risk thresholds. This is standard practice for EIRs in the Bay Area.

  The EIR consultant explained that the best way for the layperson to understand the project's air quality impacts is to understand the sources of new emissions. The main source of pollutant emissions that would be generated by the project are mobile source emissions from vehicles, which typically make up the largest portion of operational emissions for projects of this nature. While the project is large, because of its location near BART and Caltrain, and because Phase 1

would implement Google/YouTube's robust TDM program, mobile source emissions would be lower compared to similar projects in other locations. The EIR includes Mitigation Measures AQ-6 and AQ-7, which require applicants of future development projects that exceed BAAQMD's screening criteria (not including Phase 1) to estimate their criteria air pollutant emissions during construction and operation and coordinate with a third-party or governmental entity approved by the City, such as the Bay Area Clean Air Foundation, to pay for criteria pollutant offsets for emissions that exceed BAAQMD's emissions thresholds. Based on the EIR consultant's recent experience of offsets being feasibly available for other large projects in the San Francisco Bay Area, it is reasonable to assume that offset programs will be available in the future, and that future projects' emissions can be reduced to less-than-significant levels. However, because it cannot be concluded with certainty that offset programs would be available in the future at the time and in the amount needed for any given future development, the EIR conservatively concludes that the Specific Plan's criteria air pollutant emissions would be significant and unavoidable. As noted in Chapter 3 of the Final EIR (Response to Comment 6-17), the cost of mitigation credits to offset criteria pollutant emissions is dependent on: 1) the types of pollutants being offset; 2) the quantity of pollutants being offset; and 3) the offset program being used.

The EIR consultant also noted that the project would generate localized emissions from on-site emergency generators. These emissions, referred to as stationary source emissions, were modeled for Phase 1 and found to be less than significant. For future development under the Specific Plan, it is not possible to estimate generator emissions without knowing the specific locations of proposed generators and their respective distances to nearby sensitive receptors. Therefore, for future development under the Specific Plan (not including Phase 1), the EIR includes Mitigation Measure AQ-8, which requires applicants within 1,000 feet of sensitive receptors to prepare Health Risk Assessments and mitigate generator emission impacts accordingly. If Mitigation Measure AQ-8 is successfully implemented, impacts from generator emissions would be less than significant. However, because the results of project-level HRAs are currently unknown, and because it may be infeasible for certain future projects to reduce generator emissions to below BAAQMD thresholds, the EIR conservatively concludes that this impact would also be significant and unavoidable.

Topic #5 – Traffic Related Matters: The Planning Commission asked various questions about traffic delay impacts associated with the buildout of the Bayhill Specific Plan.

- **Staff Response:** In response to these questions, the consultant team referenced the vehicular level of service (LOS) analysis performed at 15 intersections near the Plan Area for the AM (7-9am) and PM (4-6pm) peak periods. LOS is a measure of vehicle delay. Levels of service range from A (best) to F (poorest).
    - LOS A, B and C: traffic can move relatively freely.
    - LOS D: delay is more noticeable.
    - LOS E: traffic volumes are at or close to capacity, resulting in significant delays.
    - LOS F: traffic demand exceeds available capacity, with very slow speeds (stop-and-go), long delays (over a minute) and queuing at signalized intersections.

  The map below shows the 15 study intersection:

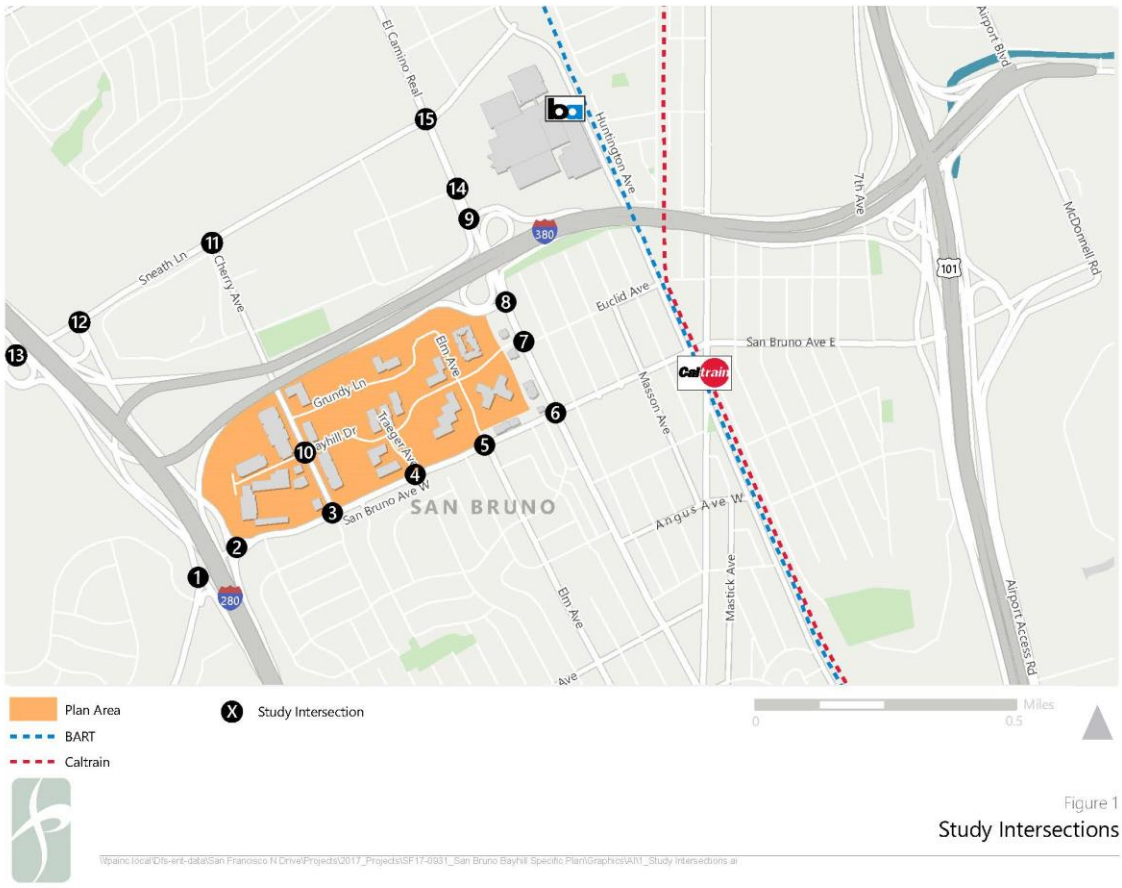

Figure 1
Study Intersections

Study Intersection Vehicular Level of Service – Existing and Plan

Study Intersection / Freeway Segment	Control	Jurisdiction	Existing AM		Plan 2040 AM		Existing PM		Plan 2040 PM	
			LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
1. I-280 Southbound Ramps / San Bruno Avenue	Signal	Caltrans	C	21	C	23	B	15	B	15
2. I-280 Northbound Ramps / San Bruno Avenue	Signal	Caltrans	C	21	C	25	C	29	D	46
3. Cherry Avenue / San Bruno Avenue	Signal	San Bruno	D	36	D	46	D	50	D	41
4. Traeger Avenue / San Bruno Avenue	SSSC[1] / Signal with Plan	San Bruno	B	16	C	26	C	23	B	15
5. Elm Avenue / San Bruno Avenue	Signal	San Bruno	B	14	C	32	B	15	C	24
6. El Camino Real / San Bruno Avenue	Signal	Caltrans	D	36	D	54	**E**	**56**	D	54
7. El Camino Real / Bayhill Drive	Signal	Caltrans	A	4	A	8	C	32	C	34
8. I-380 Eastbound / El Camino Real	Signal	Caltrans	A	5	B	13	B	15	B	15
9. I-380 Westbound / El Camino Real	Signal	Caltrans	B	18	C	30	**F**	**>80**	C	31
10. Cherry Avenue / Bayhill Drive	Signal	San Bruno	C	22	D	37	C	25	D	38
11. Cherry Avenue / Sneath Lane	Signal	San Bruno	A	8	B	12	B	12	B	18
12. I-280 Northbound Ramp / Sneath Lane	Signal	Caltrans	B	16	C	22	B	19	C	24
13. I-280 Southbound Ramp / Sneath Lane	Signal	Caltrans	**E**	**57**	**E**	**67**	B	18	C	30
14. El Camino Real / Tanforan Way / Commodore Drive	Signal	Caltrans	C	21	C	23	B	17	C	25
15. El Camino Real / Sneath Lane	Signal	Caltrans	C	33	D	35	D	47	D	50

Notes:
Delay rounded to the nearest second. **Bold** = Intersection performs below City's LOS standard of D.
1. SSSC = Side Street Stop Controlled

Most study intersections will experience more delay in the future with the Plan than exists under existing conditions. The added delay is minimal at most intersections (less than +10 seconds), but closer to 20 seconds of additional delay in the morning peak, in particular, at a few intersections including Cherry Avenue at Bayhill Drive, San Bruno Avenue at Elm Avenue and San Bruno Avenue at El Camino Real. In a few cases, the Plan improvements result in less delay under Plan conditions than under existing conditions because of major Plan improvements such as a signal at Traeger Avenue & San Bruno Avenue and signal optimization along El Camino Real.

Intersection LOS improvements were identified following the intersection analysis above and were incorporated into the project description. The LOS analysis results on the previous page reflect implementation of the following projects:

Level of Service Projects (Bayhill Specific Plan: Table 4-3)

Location	Description
1. I-280 North-bound Off-Ramp & San Bruno Avenue	Reconfigure the middle approach lane on the I-280 NB off-ramp from a shared through-right-left to a shared through-right-only lane[1]
2. San Bruno Avenue/I-280 North-bound On-ramp	Add third westbound through pocket lane on San Bruno Avenue at I-280 NB On-Ramp[2]
3. San Bruno Avenue & Cherry Avenue	Add a westbound right-turn pocket on southbound Cherry Avenue
4. I-280 SB & Sneath Lane	Modify northbound approach to include left-turn pocket, through lane, and free right turn[3]
5. Traeger Avenue/San Bruno Avenue	Signalize intersection[4]
6. All major signalized intersections within a ¼-mile	Optimize signal splits, cycle lengths and signal interconnects after each subsequent phase of development[5]

Notes:

1. Any changes at this intersection require Caltrans approval.
2. Any changes at this intersection require Caltrans approval. A third westbound through pocket likely cannot be added if the City wants to extend designated bike facilities from Cherry Avenue to the I-280 overpass.
3. Any changes at this intersection require Caltrans approval.
4. The Traeger Avenue and San Bruno Avenue intersection would exceed the LOS D threshold if left unsignalized; signalizing the intersection would result in improved operations and meet the LOS D threshold.
5. Any signal timing changes at Caltrans intersections require Caltrans approval. Routine signal optimization is assumed as a background condition in the 2040 Project LOS analysis. However, because signal optimization requires regular monitoring and changes will be needed in the vicinity of the Plan Area with more frequency than is typical, these improvements and their associated costs are included in this list.

Topic #6 – Traffic Safety and Parking Committee Review: The Planning Commission inquired why the various traffic related matters were not presented to the Traffic Safety and Parking Committee.

- **Staff Response:** City Manager, Jovan Grogan, indicated that not all development projects are subject to Traffic Safety and Parking Committee (TSPC) review. However, City Manager Grogan indicated that the TSPC recently reviewed the loading zone request along Cherry Avenue that are associated with Google/YouTube's Phase 1 development.

Topic #7 – The Lakes Property (1150-1250 Bayhill Drive): The Planning Commission indicated that a number of ducks have been found within the existing ponds located at the Lakes Property. The Planning Commission inquired if there are any plans to incorporate similar pond features throughout the Plan area, as the Lakes Property would be demolished as part of the Google/YouTube's proposed Phase 1 Development.

- **Staff Response:** Community & Economic Development Director, Pamela Wu, indicated that ducks are not considered a protected species per CEQA. Google/YouTube representative, Josh Portner, indicated that Google/YouTube is currently working on a relocation plan to provide a safer habitat for the ducks. The relocation plan will be prepared by Google/YouTube and to be shared with City representatives.

RESOLUTION NO. 2021-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN BRUNO APPROVING A PHASED VESTING TENTATIVE TRACT SUBDIVISION MAP WITH LOT LINE ADJUSTMENTS, REALIGNMENT OF GRUNDY LANE INVOLVING VACATION OF CURRENT PUBLIC ROADWAY AND UTILITY EASEMENTS AND DEDICATION OF NEW ROADWAY RIGHT-OF-WAY IN FEE AND GRANTING OF NEW UTILITY EASEMENTS, AND VACATION OF A PORTION OF ELM AVENUE, AS SHOWN ON THE MAP FOR GOOGLE LLC'S PROPERTY IN THE BAYHILL AREA OF THE CITY

(TM19-001)

(**APNS:** 020-011-430, 020-015-020, 020-015-030, 020-018-010, 020-011-330, 020-015-040, 020-019-070, and 020-011-370)

WHEREAS, Google, Inc. (now Google LLC) ("**Developer**") approached the City in 2017 regarding its desire to develop additional office buildings on eight of the ten parcels it owns (APNs 020-011-430, 020-015-020, 020-015-030, 020-018-010, 020-011-330, 020-015-040, 020-019-070, and 020-011-370*,* collectively the "**Google Property**") in Bayhill Office Park (the "**Google Project**"). Developer's existing buildings in Bayhill Office Park are occupied by YouTube, a Google subsidiary company, and Developer envisions that YouTube will occupy new buildings on the Google Property**.**

WHEREAS, the City determined that Developer's proposal warranted preparation of a comprehensive plan integrating development and use of the Google Property with Developer's existing buildings and other properties in the area. Consequently, the City prepared a specific plan (the "**Bayhill Specific Plan**") encompassing the Google Property, the remainder of Bayhill Office Park, and Bayhill Shopping Center (together, the "**Bayhill Specific Plan Area**").

WHEREAS, while the City prepared the Bayhill Specific Plan, Developer submitted applications to begin development of the Google Property, consisting of (a) architectural review for construction of office buildings on two lots (APNs 020-011-430, 020-015-020), referred to as "**Phase 1**" (AR19-004) (the "**Phase 1 Architectural Review Permit**"), which plans include curb marking changes requiring separate approval by the City Council (the "**Phase 1 Curb Markings**"), (b) a phased vesting tentative map to merge and resubdivide the Google Property and realign and abandon certain public streets and easements (TM19-001) (the "**Vesting Tentative Map**"), and (c) a request that the City negotiate a statutory development agreement granting Developer certain rights regarding development of its properties in return for certain benefits for the City (DA21-002) (the "**Development Agreement**") (the Phase 1 Architectural Review Permit, Phase 1 Curb Markings, Vesting Tentative Map and Development Agreement collectively, the "**Google Development Approvals**").

WHEREAS, the City determined that certain amendments to the City of San Bruno General Plan text and Land Use Diagram (General Plan Figure 2.1) are required to reflect the City's intentions for the Bayhill Specific Plan Area as shown in the proposed Bayhill Specific

Attachment 5

Plan and achieve consistency between the General Plan and the Bayhill Specific Plan, and City prepared such amendments (GPA21-002) (the "**Bayhill General Plan Amendments**").

WHEREAS, the City determined that certain amendments to the City of San Bruno Zoning Ordinance (the "**Bayhill Zoning Text Amendments**") and Zoning Map (the "**Bayhill Zoning Map Amendments**") are required to implement the Bayhill Specific Plan, and City prepared such amendments (ZA21-001) (together, the "**Bayhill Zoning Amendments**").

WHEREAS, on January 14, 2021, the Draft Bayhill Specific Plan, Bayhill General Plan Amendments and Bayhill Zoning Amendments were made available for public review and comment.

WHEREAS, on March 11, 2021, the Draft Bayhill Specific Plan was presented to the San Mateo County Airport Land Use Commission ("**ALUC**"), as required by state law for any plan or project proposed within certain zones near an airport, and the ALUC provided comments.

WHEREAS, as a result of comments on the Draft Bayhill Specific Plan from the ALUC, the Bay Area Air Quality Management District, Google, and members of the public, and corrections and refinements identified by the City, City staff recommended certain modifications to the draft Bayhill Specific Plan (the "**Specific Plan Revisions and Corrections**") and to the Bayhill Zoning Text Amendments (which have been incorporated in the proposed Bayhill Zoning Text Amendments currently before the City Council).

WHEREAS, Pursuant to the California Environmental Quality Act ("**CEQA**"), the City has conducted environmental review of the Bayhill Specific Plan at a programmatic level and project-level environmental review of Phase 1 of the Google Project, and has prepared and duly processed an Environmental Impact Report ("**Specific Plan EIR**") consisting of a Draft EIR dated January 2021, a Final EIR response to comments document dated August 2021, and a Final EIR Errata dated September 2021, and the City prepared a Mitigation Monitoring and Reporting Program for implementation of mitigation measures specified in the EIR ("**Specific Plan MMRP**"). As part of the environmental review process, the City prepared a Water Supply Assessment pursuant to state law, which was included in the Specific Plan EIR.

WHEREAS, on August 17, 2021, the Planning Commission held a duly noticed public hearing, after which among other actions related to the Bayhill Specific Plan and the Google Project, the Commission adopted its Resolution No. 2021-05 recommending that the City Council approve the Vesting Tentative Map.

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the Bayhill Specific Plan Area and to other parties on September 17, 2021, and duly published in the San Mateo Daily Journal on September 18, 2021, providing notice of the City Council's September 28, 2021 public hearing regarding the Bayhill Specific Plan and the Google Project, including City Council consideration of the Vesting Tentative Map (with recommended Conditions of Approval).

WHEREAS, the City Council received two staff reports for the hearing dated September 28, 2021: the Specific Plan staff report for Agenda Item 6.a, and the Phase 1 staff report for Agenda Item 6.b. The two staff reports included documents relevant to these approvals, either as attachments or links. This Resolution incorporates by reference all the documents attached to or linked by the staff reports.

WHEREAS, on September 28, 2021, the City Council conducted a duly noticed public hearing on the Bayhill Specific Plan and the Google Project, where the public were able to participate and comment remotely via Zoom, and on said date the public hearing was opened, held and closed.

WHEREAS, by Resolution adopted on September 28, 2021 prior to adoption of this Resolution, the City Council approved the Water Supply Assessment and found that the City will have sufficient water supply to serve development authorized by the Bayhill Specific Plan, including Phase 1 of the Google Project.

WHEREAS, by Resolution adopted on September 28, 2021 prior to adoption of this Resolution, the City Council adopted certain CEQA Findings regarding the Specific Plan EIR and its evaluation of the Bayhill Specific Plan and Phase 1 of the Google Project, certified the Specific Plan EIR as adequate in accordance with CEQA, recognized certain environmental impacts of the Bayhill Specific Plan as significant and unavoidable despite feasible mitigation measures, adopted a Statement of Overriding Considerations concluding that approval of the Bayhill Specific Plan is appropriate despite such impacts, and adopted the Specific Plan MMRP.

WHEREAS, by Resolution adopted on September 28, 2021 prior to adoption of this Resolution, the City Council adopted the Bayhill General Plan Amendments.

WHEREAS, by Resolution adopted on September 28, 2021 prior to adoption of this Resolution, the City Council adopted the Bayhill Specific Plan.

WHEREAS, on September 28, 2021, prior to adoption of this Resolution, the City Council introduced its Ordinance to adopt the Bayhill Zoning Text Amendments and introduced its Ordinance to adopt the Bayhill Zoning Map Amendments.

NOW, THEREFORE, BE IT RESOLVED by the San Bruno City Council, based on facts in the staff reports, written and oral testimony, recommendations from the Planning Commission, and exhibits presented, makes the following findings of fact:

A. CEQA FINDINGS

1. Potential environmental effects of the Vesting Tentative Map are adequately considered by the Specific Plan EIR, as (a) portions of the Vesting Tentative Map involve Phase 1 development (including but not limited to realignment of Grundy Lane, alteration of the parcel boundaries of Lot 1 North and Lot 1 South, and abandonment of a portion of Elm

Avenue), which has been evaluated by the project-level aspect of the Specific Plan EIR, (b) the remainder of the Vesting Tentative Map is consistent with the Bayhill Specific Plan, and all pertinent details have been evaluated by the programmatic-level aspect of the Specific Plan EIR, and (c) the Vesting Tentative Map does not allow any development or other activity that reasonably might cause environmental effects not recognized and addressed by the Specific Plan EIR.

2. The Specific Plan MMRP and the mitigation measures contained therein are adequate under CEQA to mitigate any environmental effects of the Vesting Tentative Map.

B. MAP FINDINGS

1. With respect to the Vesting Tentative Map, the City Council hereby finds:

   a. The proposed Vesting Tentative Map, together with the provisions for its design and improvement, as modified by the recommended Conditions of Approval, is consistent with the General Plan as amended by the Bayhill General Plan Amendments, with the Zoning Ordinance and Zoning Map as proposed for modification by the Bayhill Zoning Amendments, and with the Bayhill Specific Plan, as specified in Section 66473.5 of the Government Code.

   b. The real property to be subdivided, and each lot or parcel to be created, is of such character that it can be used safely for building purposes without danger to health or peril from fire, flood, geologic hazard or other menace.

   c. Each lot or parcel to be created will constitute a buildable site and will be capable of being developed in accordance with the applicable provisions of the Zoning Ordinance, as amended by the Bayhill Zoning Amendments.

   d. The site is physically suitable for the type and proposed density of development.

   e. The design of the subdivision and improvements, and the type of improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat or to cause serious public health problems.

   f. The design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large, for access through, or use of, property within the proposed subdivision.

2. In making each of the above findings, the City Council expressly adopts the analysis supporting each finding provided in an attachment to the Phase 1 staff report.

C. APPROVAL FINDINGS

1. Subject to Finding C.3 below, the City Council hereby approves the Vesting Tentative Map in the form attached to the Phase 1 staff report, subject to the Conditions of Approval attached hereto as **Exhibit A** and incorporated by reference.

2. The streets and easements to be vacated as shown on the Vesting Tentative Map are hereby approved for vacation and shall be vacated pursuant to California Government Code section 66434(g), contingent upon recordation of the approved final map or maps for the Google Project and compliance with the required procedures for vacation, unless approved for earlier vacation by the City Council pursuant to applicable law.

3. Approval of the Vesting Tentative Map shall be subject to and conditioned on prior certification of the Specific Plan EIR, approval of the Bayhill General Plan Amendments, approval of the Bayhill Specific Plan, final adoption of the Bayhill Zoning Text Amendments, final adoption of the Bayhill Zoning Map Amendments, and final approval of the Development Agreement, and approval of the Vesting Tentative Map shall not become effective until all the recited approvals become effective***.***

BE IT FURTHER RESOLVED by the San Bruno City Council that the City Manager, or his or her designee, is hereby authorized and directed to perform all acts required to be performed by the City in the administration and implementation of the Vesting Tentative Map, including without limitation executing agreements and documents as necessary, and including but not limited to subdivision improvement agreements and subsurface agreements.

Exhibit A: VTM Conditions of Approval

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I, Melissa Thurman, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 28th day of September 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers: _____

RECUSED: Councilmembers: _____

ABSENT: Councilmembers: _____

Attachment 5

ATTEST:

Melissa Thurman, MMC
City Clerk

Attachment 5

Attachment 5 – Exhibit A

Conditions of Approval - Vesting Tentative Map

Phase 1 Office Development – 900 and 1000 Cherry Avenue

Community and Economic Development Department

1. All conditions of approval herein shall apply, regardless of the individual department under which the condition is listed. These conditions of approval and any other conditions associated with any further approvals of the Phase 1 Office Development located at 900 and 1000 Cherry Avenue shall run with the land if this project is pursued, and any and all successors in interest of the property shall comply with all conditions of said approval if this project is pursued.
2. The Applicant shall indemnify, defend, and hold harmless the city, its officers, employees and agents, from any and all claims and lawsuits from third party(s) involving or related to the city's consideration and/or approval of the Applicant's application for development and each permit and approval granted.
3. The Applicant shall file a declaration of acceptance of the following conditions by submitted a signed copy of the "Summary of Hearing" to the Community Development Department within thirty (30) days of City Council approval. Until such time as the Summary of Hearing is filed, Vesting Tentative Map (TM19-001) shall not be valid for any purpose. The effective date of the Vesting Tentative Map shall be the effective date of the associated Ordinances (Ordinance ___ & Ordinance ___). Expiration of the Vesting Tentative Map shall be as determined pursuant to City and State law unless otherwise specified within the Development Agreement.
4. Substructure outlines for Lot 1N and Lot 1S as shown on the VTM is inconsistent with the floor plans shown on Sheets 1N.A-100 to 1N.A-102 and 1S.A-100 to 1S.A-102 in the Phase 1 plans. Revise substructure outlines to be consistent amongst all documents. Additionally, provide callouts for substructure outlines on the VTM.
5. Note #12 on Sheet TM1.0 states, "Publicly accessible private open spaces will be dedicated per separate instrument." Update the note to clearly state that greenways shall be provided pursuant to the Bayhill Specific Plan even though they are not currently shown on the Vesting Tentative Map.
6. Separate building permits for the proposed site improvements located at 1100 Grundy Lane, 950 Elm Avenue, and 1050 Bayhill Drive shall be submitted for staff review/approval at the time of Final Map submittal.
7. Note #10 on the Vesting Tentative Map cover sheet states, "Improvements on other parcels, excluding lots 1N and 1S, will be per the Bayhill Specific Plan or as otherwise approved by the Community Development Director." Modify the note by indicating that City Engineer approval is required as well.
8. All building permit application plans and details, and subsequent construction shall substantially conform with the approved planning application, including: drawings, plans, materials samples, green roof, solar panels, building colors, the written project description, and other items submitted as part of the approved planning application. Documentation of any changes to the approved planning application plan set shall be provided at the time of building permit application submittal. Any proposed modifications to the approved planning application must submitted for review by the Community and

Economic Development Director subject to the provisions within San Bruno Municipal Code Section 12.78.030.

9. Applicant acknowledges and agrees that development of Applicant's property shall be subject to the Bayhill Specific Plan and Bayhill Zoning Ordinance, and Applicant waives asserting that it has vested rights that predate and exclude the Specific Plan and Zoning Ordinance based on the date on which the Vesting Tentative Map application as deemed complete.

10. The Cherry Plaza Access Agreement shall be reviewed/approved by the City and recorded against the Phase 1 North and Phase 1 South Properties after Final Map Recordation and prior to the issuance of the Certificate of Occupancy for either Phase 1 North or Phase 1 South. The Agreement shall include but not be limited to the following:
    a. Applicant's obligations regarding construction and maintenance.
    b. Granting of access for public use of the Cherry Plaza.
    c. Terms for use of the Cherry Plaza by the Applicant and the public.

Public Works Department

11. The Applicant may file up to seven phased final maps with this Vesting Tentative Map for Lot 1N/1S, 2, 3, 4, 5N, 5S, and 5E. There are no changes to the parcel line at Lot 3, 5S, and 5E.

12. The Final Map shall include the names and addresses of all parties having any record interest in the real property being subdivided subject to Government Code Section 66436.

13. The Applicant shall provide utility clearance letters from all franchise utility companies for the vacation of the rights-of-way, and the public utility easements.

14. The vesting tentative map shall be subject to these conditions of approval unless otherwise specified within the Development Agreement or approved by the City Engineer.

15. Final map(s) shall be prepared pursuant to the City of San Bruno Municipal Code (Muni Code) and Subdivision Map Act. In the event of conflicts, the Subdivision Map Act shall govern.

16. The City reserves the right to require the Property Owner to provide easements for public utilities and related access as part of reviewing a requested permit or development approval, as determined by the City Engineer.

17. The Property Owner shall acquire at its own cost all off-site easements, rights-of-way, and land required for the project, subject to the provisions of Government Code section 66462.5.

18. The Applicant shall dedicate its portions of the new alignment of Grundy Lane to the City in Fee Title.

19. All portions of Elm Avenue north of Grundy Lane shall be vacated as part of the final map or by separate instrument as the City elects. Any easements needed for public use shall also be provided for the vacated portion of the right-of-way as part of the Final Map.

20. The eastern property line of 1000 Cherry Avenue separating 1000 Cherry Avenue and 1250 Grundy Lane shall be clearly shown on the Final Map, and shall extend straight to the new northern Grundy Lane fee dedication line.

21. The Property Owner shall dedicate on all pertinent maps any and all public easements required for public utilities and related access on private lots or parcels.

22. The Property Owner shall enter into a Public Access Agreement for publicly accessible open space and sidewalks on private property, unless the City Manager determines that a public access easement is appropriate pursuant to Vesting Tentative Map Condition of Approval #43, with the stipulation that they shall be perpetually the Owner's responsibility for maintenance and repair, and the Owner will hold and save the City of San Bruno harmless from all claims of any kind related to them.

23. Roadway easement dedications shall include all space vertically above and below ground with exceptions for existing improvements, such as bridges, tunnels, Google fiber, and other typical improvements, unless otherwise approved by the City Engineer. If one does not already exist, the Property Owner shall enter into an Encroachment Agreement for Google's fiber optic network facilities within the public right-of-way.

24. Public utility easement (PUE) dedications shall include all space vertically above and below ground. Vertical extent of PUE dedications shall not be limited to the maximum extent feasible except for above-ground pedestrian bridges, and at 1000 Cherry Avenue (Lot 1N) and 900 Cherry Avenue (Lot 1S) where the depth of the PUE below ground is restricted to 7-ft as a result of the underground parking structure. For PUE amendments and/or dedications in Lot 2, 3, 4, 5N, 5S, and 5E, the depth of the PUE below ground may be limited to the top of the second sublevel of the respective underground parking structure, unless otherwise required by other public utility agencies such as PG&E.

25. Proposed utility laterals and services, easement vacations and/or dedications, and other items needed to support Lot 2, 3, 4, 5N, 5S, and 5E shall be submitted for City review and approval at the time these lots are being developed.

26. Below ground tunnels. Permit below ground tunnels between parking garages. Up to seven private below ground tunnels providing vehicle and pedestrian access between parking garages are permitted. (SP Policy 4-14)

27. Minimize the Visual Impact of Pedestrian Bridges. Up to four private access pedestrian bridges over public streets are permitted. They shall be designed to be as visually unobtrusive as possible. Bridges shall be relatively narrow – no wider than 20 feet with a minimum of 18 feet of vertical clearance – to minimize the visual impact and shadowing on sidewalks below, and materials shall be lightweight in appearance, with slender metal support members and railings, glass side/railing panels, and/or other approaches as feasible. Bridges shall be removable to allow for changes in occupancy and internal use programs over time to the maximum feasible extent. (SP Policy 3-9)

28. New development shall dedicate easement to support storm drain improvements. In regards to the 72-inch public storm drain main, new development shall dedicate a storm drain easement pursuant to Policy 5-14 (also included as a condition of approval) for the installation of a second 72-inch pipe parallel to the existing or relocated main or for the installation of a single larger conveyance system, which will replace the existing main, with a capacity that is equivalent to or greater than two parallel 72-inch pipes. The Applicant shall engage the City regarding the design of the proposed improvements during preliminary design of their project. Final design shall be provided to the City for review and approval. (SP Policy 5-11).

29. The existing 72-inch storm drain main through 1100 Grundy Lane (Lot 4), across Grundy Lane, through 950 Elm Avenue (Lot 5N), across Bayhill Drive and Elm Avenue, and through 999/1001 Bayhill Drive (Lot 5S) shall be replaced with a 96-inch pipe with a 20-ft

minimum storm drain easement (SDE). The storm drain easement shall be widened as needed to accommodate junction structures. SDE shall be dedicated in 1111 Bayhill Drive (Lot 3) as needed to accommodate the upsizing and realignment of the existing 72-inch main to a new 96-inch storm drain main. The Applicant shall submit improvement plans for the storm drain realignment and easement dedication/vacation request for City review and approval. The Applicant shall also coordinate with the City to ensure the storm drain realignment is designed and installed to the satisfaction of the City Engineer.

30. As part of the development of each lot/parcel, easement(s) shall be dedicated to the City for public storm drain improvements that are located outside of the public right-of-way. Dedication of easement(s) shall take place in accordance with the following or as approved by the City Engineer: (SP Policy 5-14)
    a. The minimum clearance between outside diameter (O.D.) of pipe to easement line shall be five (5) feet.
    b. The minimum clearance between pipes (O.D. to O.D.) shall be five (5) feet.
    c. The minimum clearance between outside of structure to easement line shall be four (4) feet.
    d. Easement width must meet above requirements but shall not be narrower than fifteen (15) feet.
31. On Cherry Avenue between Grundy Lane and Interstate 380, install bicycle sharrows on the west southbound lane and the east northbound lane.
32. On Cherry between Bayhill Drive and Grundy Lane, install bicycle sharrows on the west southbound lane on Cherry Avenue and a 6'-0" Class II bike lane on the northbound side.
33. The proposed Bayhill Drive cross section between Elm Avenue and El Camino Real shall be centered with the center of the Bayhill Drive right-of-way, and be symmetrical with a 10-ft wide median/turn lane at the center and a 11-ft travel lane adjacent to the median, 10-ft travel lane, 6-ft bicycle lane, 6.5-ft curbside planting area and 10-ft sidewalk on each side of the median/turn lane, unless otherwise approved by the City Engineer. The Bayhill Drive cross section may vary towards the intersection at El Camino Real, and shall be submitted to the City for review and approval. Exact limits of construction for improvements will be determined at the time of development of the adjacent parcel. At the City's discretion, requirements for developments may be reduced based on the scope of the development.
34. If there are any conflicts between the YouTube Vesting Tentative Map, YouTube Phase 1 Office Development Entitlement plans, and the conditions of approval, these Public Works conditions of approval shall govern, unless approved by the City Engineer.
35. A new reimbursement agreement shall be executed to include the following terms: The Applicant shall submit funds to the City in sufficient amounts to increase the deposit amount for the Public Works Department to at least $100,000 prior to any post-entitlement meetings, reviews, and other work related to the project. The Applicant shall be responsible for maintaining said deposit account and shall submit funds to increase the deposit amount to at least $100,000 or as determined by the City Engineer within fifteen calendar days of receipt of written notice from the City that the deposit amount is $50,000 or less. Actual costs for staff and consultant time shall be deducted from this deposit. At the end of the project, any remaining deposit amount will be refunded.

36. No trees shall be planted within the 5'-0" wide public utility easements. Any tree planted within 15'-0" of a City-owned water facility shall include installation of root guards to redirect roots away from any City-owned water facility.

37. The Applicant shall submit Improvement Plans, Final Map, and project related agreements for City review prior to or concurrently with the Foundations & Structure Permit resubmittal. The Applicant shall obtain City approval for the Improvement Plans, Final Map, and project related agreements prior to issuance of Foundations & Structure permit or any other permit authorizing construction of any new building. Changes to the permitting sequence will need to be reviewed and approved by the City.

38. Prior to the issuance of encroachment permit for public improvements involving the Elm Avenue/Grundy Lane realignment and approval of the Final Map, the Applicant shall obtain written affirmation/consent from the owner of the Marriott property (1050 Bayhill Drive) and the Marriott hotel operator (if different parties) agreeing to lose access to its rear driveway north of the realigned Grundy Lane as a consequence of the City vacating the northern end of Elm Avenue right-of-way fronting Marriott's property. Prior to vacation taking effect, upon receiving the City's approval of necessary plans and permits the Applicant shall (a) remove all paving and other surface improvements within the portion of the to-be-vacated section of Elm Avenue owned by Marriott, (2) grade the area and cover with mulch or another acceptable treatment, and (3) install a landscaping strip across the southern end of Marriott's portion of vacated Elm Avenue at least fifteen (15) feet deep; provided, however, if the owner of the Marriott property notifies the City that it assumes responsibility for and intends to use the paved portion of vacated Elm Avenue, this work by Applicant shall not be required.

39. All above and below grade connections/crossings shall be privately owned and maintained. The Property Owner is responsible for the maintenance and repair of all below and above grade connections/crossings (i.e., tunnels and bridges), and shall indemnify, defend, and hold harmless the City of San Bruno, its elected and appointed officials, employees, and agents and other utility providers from and against any costs, claims, or liabilities arising in the event of any damages to the road or otherwise caused by problems with the below and above grade connections/crossings. Prior to the issuance of encroachment permit for public improvements and any permit authorizing construction of any new building and/or as part of each final map where a garage will extend beneath a public utility easement (PUE), or where a garage tunnel or bridge will cross a street and PUEs, the Property Owner shall execute an "Overlap Liability Acknowledgment", in a form approved by the City Attorney, for the below and above ground connections/crossings within the public rights-of-way and/or public easements. The agreement shall be recorded against the properties. Easements for the below and above grade connections/crossings within the public rights-of-way and/or public easements may be dedicated through the Final Map or separate survey instrument.

40. As to vacation of the western portion of Grundy Lane and excavation of the Grundy Lane right-of-way as part of Phase 1 garage and tunnel construction, the Applicant may elect to either (a) request City approval of a vacation resolution in advance of the Final Map to implement vacation, together with a request for approval of a mass excavation permit, or (b) request City approval of an encroachment permit together with a mass excavation permit to begin work while waiting for vacation via the Final Map. In either case an Improvement Agreement is required that also provides bonds or other security sufficient in the City's discretion to rebuild Grundy Lane in its original configuration if the Applicant begins excavation but fails to build the realigned Grundy Lane, with terms allowing the

City to exercise its right to use the security if the Applicant fails to complete the road realignment within five (5) years of receiving the excavation permit or otherwise demonstrates that the Applicant does not intend to complete the road realignment; provided, depending on the progress made by the Applicant and other circumstances, the City may elect to use the security to complete Grundy Lane in its realigned location, in which case the Applicant shall grant the City fee title interest in the new Grundy Lane right-of-way alignment and the City shall vacate its easement in the original Grundy Lane alignment. Whether vacation of the City's easement occurs via a resolution or through the Final Map, it shall be conditioned on the realigned road being completed and accepted by City.

41. Prior to issuance of encroachment permit for public improvements and any permit authorizing construction of any new building, the Applicant shall prepare and submit a Stormwater Management Plan that illustrates compliance with all requirements of the Municipal Regional Stormwater NPDES Permit Provision C.3 and San Mateo Countywide Water Pollution Prevention Program's (SMCWPPP) C.3 Stormwater Technical Guidance to the satisfaction of the City Engineer.

42. All sidewalks, curb and gutter shall be monolithic, except for locations where the sidewalk is not directly adjacent to the curb and gutter; and gutters shall have grades that direct stormwater flows into the City's stormwater system and shall not create any ponding within the public right-of-way.

43. All sidewalks shall be located within the public right-of-way, or if on private property then subject to either a public access easement or a Public Access Agreement to be recorded against title to the property (unless another condition of approval specifies using an easement or an agreement). The decision whether to require an easement or agreement shall be at the discretion of the City Manager, with the form and terms of the easement or agreement reasonably satisfactory to the City Attorney. Sidewalks shall meet City and/or Caltrans standards whichever is more stringent.

44. The Applicant shall dedicate a public access easement to the City to maintain a minimum of 6-ft wide public sidewalk along the proposed bus duck-in along the west side of Cherry Avenue between Grundy Lane and Bayhill Drive, adjacent to 901 Cherry Avenue.

45. The design of the shuttle bus duck-in proposed to be located along the west side of Cherry Avenue, adjacent to 901 Cherry Avenue, shall be submitted for City review and approval. The proposed bus duck-in shall be designed to maintain surface flows and prevent ponding of storm water.

46. All curb ramps shall be directional and installed to comply with ADA requirements and in compliance with Caltrans standards and specifications, unless approved by the City Engineer. The Applicant shall upgrade all curb ramps serving crossings that connect to the project frontage and provide a separate ramp for each crossing; and dedicate public access easements where needed and possible to support the curb ramp improvements. All curb ramps shall be installed based on this condition, unless technically infeasible, in which case the final review and determination will be made by the City Engineer.

47. The bulb out and curb extension along the west side of the Cherry Avenue and Grundy Lane intersection shall be designed to include features for pedestrian protection and safety.

48. The proposed Traeger Avenue cross section between Bayhill Drive and San Bruno Avenue shall be centered with the center of the Traeger Avenue right-of-way, and be symmetrical with a 6-ft wide median at the center and two 11-ft travel lanes, a 6.5-ft

curbside planting area and 10-ft sidewalk on each side of the median, unless otherwise approved by the City Engineer. Exact limits of construction for improvements will be determined at the time of development of the adjacent parcel. At the City's discretion, requirements for developments may be reduced based on the scope of the development.

49. The proposed Elm Avenue cross section between Bayhill Drive and San Bruno Avenue shall be centered with the center of the Elm Avenue right-of-way. The Elm Avenue cross sections vary towards the intersections at Bayhill Drive and San Bruno Avenue, and shall be submitted to the City for review and approval. Exact limits of construction for improvements will be determined at the time of development of the adjacent parcel. At the City's discretion, requirements for developments may be reduced based on the scope of the development.

50. At-grade markers or monuments shall be provided to physically and permanently mark the limits of the below grade connections/crossings to the satisfaction of the City Engineer.

51. A faux concrete cap or other sacrificial barrier with color indication shall be installed directly above the below grade connections/crossings, or the below grade crossing concrete shall be colored.

52. Resurface the full width of Cherry Avenue between Bayhill Drive and Interstate 380 by grinding the existing surface asphalt concrete to a depth of 2-inches and placing 2-inches of new asphalt concrete material (a 2-inch mill and fill). Resurfacing shall include replacing existing traffic signal detector loops, traffic lines, pavement markers and pavement markings, as needed. Pavement markings shall be replaced using thermoplastic material.

53. Laterals and services for future use may be considered at the discretion of the City Engineer.

54. Sanitary sewer, storm drain, and water laterals/services shall connect perpendicular to their respective utility mains. Where utility mains do not currently exist, the Applicant shall be responsible for extending the utility mains for the connection of the proposed laterals.

55. The Applicant shall pothole new utility crossings to investigate potential conflicts and provide pothole data in the improvement plans. The Applicant shall be responsible for resolving any conflicts during the design process and ensure compliance with utility separation requirements. The Applicant shall assume all risk for any utility work done without potholing. Separate encroachment permit may be required for potholing work.

56. All major City utilities (e.g. valve clusters, meter assemblies, backflow assemblies and manholes) shall be drawn to scale to show the relationship with any adjacent structures, utilities, and easement and/or property lines.

57. All privately maintained infrastructure and devices shall be located outside of the public rights-of-way and easements, unless approved by the City Engineer. This includes sanitary sewer and stormwater devices, pump systems, grease traps, oil separators, and electrical transformers and vaults that only serve the Applicant's project. Above ground utilities shall not create tripping hazards and shall be appropriately screened and secured. Fiber optic network facilities may be located within the public right-of-way upon review and approval by the City and the Property Owner enters into an Encroachment Agreement with the City.

58. New water main shall be located a minimum of 8-ft from face of curb with no other utilities between the water line and curb unless technically infeasible, in which case the final review and determination will be made by the City Engineer.

59. The new 10-inch (inner diameter) water pipeline along the proposed Grundy Lane realignment shall connect to the existing water pipeline along the west side of 950 Elm Avenue, which shall be upsized to a 10-inch (inner diameter) pipe and connect to the existing water pipeline along Bayhill Drive. New private fire water services, backflow preventers, meters, and meter bypasses (if applicable) shall be provided for connection to the private fire hydrants at 1100 Grundy Lane and 950 Elm Avenue. Any proposed modifications to the water pipeline alignment shall be submitted to the City for review and subject to the approval of the City Engineer.

60. Model proposed pipes in City's hydraulic model for conformance with Water Master Plan and design standards. Require that when projects and/or development involve modifying or relocating water distribution pipes, that the proposed pipe is modeled in the City's hydraulic model and that it meets the requirements of the City's Water Master Plan and City's design standard. (SP Policy 5-8) The cost for the City's third party consultant to update the City's hydraulic model shall be paid in full by the Applicant.

61. The Applicant shall indicate number of sewer laterals required for the project. Laterals are considered at the discretion of the City Engineer.

62. New sanitary sewer system shall be aligned in a way where manholes will not be in line with vehicular wheel path and not within any parking lane to the extent feasible and satisfactory to the City Engineer.

63. The Applicant shall field verify the alignment and size of the existing sewer pipe along the west property line of 950 Elm Avenue. The Applicant shall be responsible for resolving any conflicts that arise and for amending the public utility easement to follow the actual alignment of the existing sewer pipe.

64. Existing sewer pipe within the portion of Bayhill Drive to be improved shall be realigned to be within the street and not under the new curb and gutter to the extent feasible and satisfactory to the City Engineer. Pipes shall not be installed under/in line with the curb and gutter.

65. Drainage across private property lines is not permitted without approved easements, except where existing non-hazardous conditions (as determined by the City Engineer) are maintained.

66. Storm drain lateral diameter shall be sized to convey storm water or 12" minimum, whichever greater.

67. Storm drain overflow inlets and connections shall be provided for all bioretention areas and/or other stormwater treatment facilities within Grundy Lane and Bayhill Drive.

68. New storm drain system shall be aligned in a way where manholes will not be in line with vehicular wheel path and not within any parking lane to the extent feasible and satisfaction of the City Engineer

69. Storm drain laterals shall connect to the public storm drain system at a manhole, or other storm drain structure as appropriate (i.e. catch basin). If one does not exist, a new public storm drain structure shall be installed for the proposed storm drain lateral connection, unless approved by the City Engineer.

70. The storm drain structure used for the connection of the Grundy Lane storm drain pipe to the public 72-inch storm drain main at the east end of Grundy Lane shall be designed to accommodate a 96-inch pipe connection to the north and to the south to the satisfaction of the City Engineer. The structure shall be designed to connect to the existing 72-inch

storm drain main in the interim condition until the 72-inch pipes are upsized to 96-inch pipes or the equivalent of two parallel 72-inch pipes.

71. All existing storm drain inlets along Bayhill Drive between Cherry Avenue and Traeger Avenue shall be relocated to the proposed curb line. The relocated/new storm drain inlets shall not be located in driveways or within the curb returns of driveway entrances/exits.

72. If 1150, 1200, 1250 Bayhill Drive (Lakes Property) is demolished and paved for parking purposes, the Applicant shall provide stormwater treatment measures for the property in compliance with MRP Provision C.3 regulations if the surface area remains in a paved condition for more than a two year period or after completion of Phase 1 construction, whichever is earlier, unless approved by the City Engineer.

73. Stormwater treatment measures shall be provided for the full-width of Grundy Lane in front of 1250 Grundy Lane and 1100 Grundy Lane and the portion of Bayhill Drive to be improved, unless technically infeasible, in which case the final review and determination will be made by the City Engineer.

74. On the east side of Cherry Avenue between Bayhill Drive and Grundy Lane, the remaining curb not needed for the SamTrans bus stop or up to 150-ft, whichever is lesser, can be used as a loading zone, of which up to 80-ft may be yellow loading zone. The remainder of the available loading zone shall be white curb reserved for use by passenger cars which will not be used by shuttle buses. (SP Policy 4-1).

75. Prior to project acceptance by the City, the Applicant shall retain a Civil Engineer to prepare “as-built” or “record” drawings of the public improvements, and the drawings shall be submitted in AutoCAD and PDF formats. AutoCAD files shall include vertical and horizontal data that is compatible with and can be exported to ArcGIS. Hardcopies shall be provided upon request by the City.

76. The Applicant shall construct directional curb ramps at Bayhill Drive and Traeger Avenue intersection and complete construction of Bayhill Drive improvements (full-width) between 900 Cherry Ave (Lot 1S) east property line to the Bayhill Drive and Traeger Avenue intersection if construction of 1150, 1200, 1250 Bayhill Drive (Lakes Property) does not commerce within 2 years following the completion of Phase 1 Building 1N and 1S, unless otherwise approved by the City Engineer. The Applicant shall post all applicable bonds for said improvements to be dedicated to the City prior to issuance of certificate of occupancy.

77. The Applicant shall create a private multi-modal transportation hub. The off-street multi-modal transportation hub at 950 Elm Ave shall be established to accommodate private bus/shuttle loading and unloading without impacting city streets, and shall be expanded as needed to accommodate each phase of development through buildout. (SP Policy 2-18).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN BRUNO APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN BRUNO AND GOOGLE LLC, A CALIFORNIA LIMITED LIABILITY COMPANY FOR THE GOOGLE PROJECT LOCATED IN THE BAYHILL OFFICE PARK

(DA21-002)

(**APNS:** 020-011-430, 020-015-020, 020-015-030, 020-018-010, 020-011-330, 020-015-040, 020-019-070, and 020-011-370)
The City Council of the City of San Bruno **ORDAINS** as follows:

SECTION 1. FINDINGS.

WHEREAS, in order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs and risks of development, the Legislature of the State of California enacted section 65864 et seq. of the Government Code (the "**Development Agreement Statute**") which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement establishing certain development rights in the property.

WHEREAS, a Development Agreement can provide certainty, definition and commitment as to proposed development and necessary public improvements required by development.

WHEREAS, as authorized by Governmental Code Section 65865(c), the City has adopted City Council Resolution 1986-77 (the "**Development Agreement Resolution**") authorizing the execution of Development Agreements and establishing the procedures and requirements for said Development Agreements within the City.

WHEREAS, Google, Inc. (now Google LLC) ("**Developer**") approached the City in 2017 regarding its desire to develop additional office buildings on eight of the ten parcels it owns (APNs 020-011-430, 020-015-020, 020-015-030, 020-018-010, 020-011-330, 020-015-040, 020-019-070, and 020-011-370, collectively the "**Google Property**") in Bayhill Office Park (the "**Google Project**"). Developer's existing buildings in Bayhill Office Park are occupied by YouTube, a Google subsidiary company, and Developer envisions that YouTube will occupy new buildings on the Google Property**.**

WHEREAS, the City determined that Developer's proposal warranted preparation of a comprehensive plan integrating development and use of the Google Property with Developer's existing buildings and other properties in the area. Consequently, the City prepared a specific plan (the "**Bayhill Specific Plan**") encompassing the Google Property, the remainder of Bayhill Office Park, and Bayhill Shopping Center (together, the "**Bayhill Specific Plan Area**").

Attachment 6

WHEREAS, while the City prepared the Bayhill Specific Plan, Developer submitted applications to begin development of the Google Property, consisting of (a) architectural review for construction of office buildings on two lots (APNs 020-011-430, 020-015-020), referred to as "**Phase 1**" (AR19-004) (the "**Phase 1 Architectural Review Permit**"), which plans include curb marking changes requiring separate approval by the City Council (the "**Phase 1 Curb Markings**"), (b) a phased vesting tentative map to merge and resubdivide the Google Property and realign and vacate certain public streets and easements (TM19-001) (the "**Vesting Tentative Map**"), and (c) a request that the City negotiate a statutory development agreement granting Developer certain rights regarding development of its properties in return for certain benefits for the City (DA21-002) (the "**Development Agreement**") (the Phase 1 Architectural Review Permit, Phase 1 Curb Markings, Vesting Tentative Map and Development Agreement collectively, the "**Google Development Approvals**").

WHEREAS, the City determined that certain amendments to the City of San Bruno General Plan text and Land Use Diagram (General Plan Figure 2.1) are required to reflect the City's intentions for the Bayhill Specific Plan Area as shown in the proposed Bayhill Specific Plan and achieve consistency between the General Plan and the Bayhill Specific Plan, and City prepared such amendments (GPA21-002) (the "**Bayhill General Plan Amendments**").

WHEREAS, the City determined that certain amendments to the City of San Bruno Zoning Ordinance (the "**Bayhill Zoning Text Amendments**") and Zoning Map (the "**Bayhill Zoning Map Amendments**") are required to implement the Bayhill Specific Plan, and City prepared such amendments (ZA21-001) (together, the "**Bayhill Zoning Amendments**").

WHEREAS, on January 14, 2021, the Draft Bayhill Specific Plan, Bayhill General Plan Amendments and Bayhill Zoning Amendments were made available for public review and comment.

WHEREAS, on March 11, 2021, the Draft Bayhill Specific Plan was presented to the San Mateo County Airport Land Use Commission ("**ALUC**"), as required by state law for any plan or project proposed within certain zones near an airport, and the ALUC provided comments.

WHEREAS, as a result of comments on the Draft Bayhill Specific Plan from the ALUC, the Bay Area Air Quality Management District, Google, and members of the public, and corrections and refinements identified by the City, City staff recommended certain modifications to the draft Bayhill Specific Plan (the "**Specific Plan Revisions and Corrections**") and to the draft Bayhill Zoning Text Amendments (which have been incorporated in the proposed Bayhill Zoning Text Amendments currently before the City Council.

WHEREAS, Pursuant to the California Environmental Quality Act ("**CEQA**"), the City has conducted environmental review of the Bayhill Specific Plan at a programmatic level and project-level environmental review of Phase 1 of the Google Project, and has prepared and duly processed an Environmental Impact Report ("**Specific Plan EIR**") consisting of a Draft EIR dated January 2021 and a Final EIR response to comments document dated August 2021,

and prepared a Mitigation Monitoring and Reporting Program for implementation of mitigation measures specified in the EIR ("**Specific Plan MMRP**"). As part of the environmental review process, the City prepared a Water Supply Assessment pursuant to state law, which was included in the Specific Plan EIR.

WHEREAS, on August 17, 2021, the Planning Commission held a duly noticed public hearing to consider the Bayhill Specific Plan and the Google Project, after which among other actions the Planning Commission adopted its Resolution No. 2021-05 recommending that the City Council approve the Development Agreement.

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the Bayhill Specific Plan Area and to other parties on September 17, 2021, and duly published in the San Mateo Daily Journal on September 18, 2021, providing notice of the City Council's September 28, 2021 public hearing regarding the Bayhill Specific Plan and the Google Project, including City Council consideration of the Development Agreement.

WHEREAS, on September 28, 2021, the City Council conducted a duly noticed public hearing on the Bayhill Specific Plan and the Google Project and related approvals, including the Development Agreement, where the public were able to participate and comment remotely via Zoom, and the public hearing was opened, held and closed.

WHEREAS, by Resolution adopted on September 28, 2021, prior to adoption of this Resolution, the City Council approved the Water Supply Assessment and found that the City will have sufficient water supply to serve development authorized by the Bayhill Specific Plan.

WHEREAS, by Resolution adopted on September 28, 2021, prior to adoption of this Resolution, the City Council adopted certain CEQA Findings regarding the Specific Plan EIR and its evaluation of the Bayhill Specific Plan and Phase 1 of the Google Project, certified the Specific Plan EIR as adequate in accordance with CEQA, recognized certain environmental impacts of the Bayhill Specific Plan as significant and unavoidable despite feasible mitigation measures, adopted a Statement of Overriding Considerations concluding that approval of the Bayhill Specific Plan is appropriate despite such impacts, and adopted the Specific Plan MMRP.

WHEREAS, by Resolution adopted on September 28, 2021, prior to adoption of this Resolution, the City Council adopted the Bayhill General Plan Amendments.

WHEREAS, by Resolution adopted on September 28, 2021, prior to adoption of this Resolution, the City Council adopted the Bayhill Specific Plan.

WHEREAS, on September 28, 2021, prior to introduction of this Ordinance, the City Council introduced its Ordinance to adopt the Bayhill Zoning Text Amendments.

WHEREAS, on September 28, 2021, prior to introduction of this Ordinance, the City Council introduced its Ordinance to adopt the Bayhill Zoning Map Amendments.

WHEREAS, Google LLC is a limited liability company organized under the laws of the State of California and is in good standing thereunder and is qualified to do business in the State of California.

WHEREAS, Google LLC is able to enter into and record a Development Agreement binding the Google Property, as it owns the Google Property.

WHEREAS, in conjunction with processing and consideration of the Bayhill Specific Plan and Developer's applications for development of the Google Project, the City has negotiated the terms of a Development Agreement attached to this Ordinance as **Exhibit A**, which provide certain rights and benefits for Google LLC as "Developer" and certain rights and benefits for the City if the City Council elects to approve the Bayhill Specific Plan and Developer's applications for the Google Project and enter into the Development Agreement.

WHEREAS, the proposed Development Agreement will commit Developer to the following "Public Benefits":

- Community Benefits payments to the City's General Fund of $35 per square foot of new office development in the Google Project (subject to annual inflation index increases). The estimated Community Benefits payment for Phase 1 is $15.4 million (plus an estimated $18 million in impact, housing and other fees).
- Advance payment of the Community Benefits for Developer's second building project (on Lot 2), at the same time as Phase 1 fees, regardless of when Lot 2 is developed. The estimated advance Community Benefits payment for Phase 2 is $10.6 million (plus an estimated $12.3 million in other fees) – resulting in fees paid at the time of the Phase 1 permit totaling approximately $56.3 million.
- All Community Benefits payments and other fees will be payable when Foundation Permits are issued for each building in the Google Project, which is earlier than the core and shell permit otherwise used by the City to trigger impact fee payment.
- Developer may prepay fees at any time (to avoid the inflation increase), which if it occurs will provide funds for City projects earlier than otherwise anticipated.
- Construction and permanent maintenance of Cherry Plaza at the northeast corner of Cherry Avenue and Grundy Lane, as a publicly accessible open space providing a link with Commodore Park to the north and Bayhill Shopping Center and the local community to the south.
- Tax Point of Sale Designation for construction goods purchases, which may result in additional tax revenue to the City during construction.

WHEREAS, in order to provide assurance for the City that the Google Project will proceed and produce the anticipated Community Benefits payments in a timely manner, the initial term of the Development Agreement is limited to 15 years. Developer must actually construct Phase 1 plus two other portions of the Google Project to add 5 years for a total 20-year term to complete the Google Project.

WHEREAS, the proposed Development Agreement and Developer's commitments to build the Google Project will strengthen Bayhill Office Park's role as the principal employment

center in the City with its attendant economic benefits for the entire city, and will solidify San Bruno as home of YouTube headquarters.

WHEREAS, in exchange for the substantial Public Benefits being agreed to in the Development Agreement, Developer desires to receive assurances that the City will grant permits and approvals required for development of the Google Project over the Google Project's estimated up to twenty-year development horizon, in accordance with procedures provided by law and in the Development Agreement, and that Developer may proceed with the Google Project in accordance with the existing City laws and subject only to identified fees and charges and other identified carve outs to Developer's vested rights as described in the Development Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN BRUNO, AS FOLLOWS:

SECTION 2. This Ordinance incorporates, and by this reference makes a part hereof, that certain Development Agreement by and between the City of San Bruno and Google LLC, the substantive form of which is attached to this Ordinance as **Exhibit A**.

SECTION 3. This Ordinance is adopted under the authority of the Development Agreement Statute and pursuant to the provisions of the Development Agreement Resolution, both of which provide for the ability of the City to adopt development agreements and set forth procedures and requirements for the consideration of those agreements. The City Council hereby finds that the proposed Development Agreement is consistent with the requirements of the Development Agreement Statute and the Development Agreement Resolution

SECTION 4. The City Council hereby finds and determines that the Development Agreement is consistent with the General Plan of the City of San Bruno (as amended by the Bayhill General Plan Amendments), as explained in and supported by the "Consistency Findings" attached to the Specific Plan staff report. The City Council further finds and determines that the Development Agreement is consistent with the Bayhill Specific Plan, the San Bruno Zoning Ordinance (as amended by the Bayhill Zoning Text Amendments) and the San Bruno Zoning Map (as amended by the Bayhill Zoning Map Amendments).

SECTION 5. For the Google Project, the City Council hereby approves the development impact fees and other methods of satisfying the Municipal Code's requirements with respect to development impact fees as set forth in the Development Agreement, and waives any inconsistent provision in the Municipal Code.

SECTION 6. The City Council hereby finds that the Specific Plan EIR adequately identifies and considers any potential environmental effects of the Development Agreement, including on the basis that: (a) the Development Agreement does not authorize or allow any development or other activity that might cause environmental effects, but only incorporates and facilitates implementation of the other Google Development Approvals, which have been adequately considered for purposes of CEQA; and (b) any environmental effects that might be attributable to the Development Agreement are adequately identified and considered by the Specific Plan EIR. The City Council further finds that the Specific Plan MMRP and the

mitigation measures contained therein are adequate under CEQA to mitigate any environmental effects of the Development Agreement.

SECTION 7. The City Council hereby approves the proposed Development Agreement, including all exhibits attached thereto, and authorizes and directs the City Manager to execute the Development Agreement between the City of San Bruno and Google LLC on behalf of the City, substantially in the form attached hereto as **Exhibit A**, subject to minor conforming, clarifying or technical revisions as may be approved by the City Manager and City Attorney, as soon as this Ordinance becomes effective, and to record the Development Agreement against title to the Google Property with the County Recorder of the County of San Mateo no later than ten days following the effective date of this Ordinance.

SECTION 8. The City Manager or his or her designee is hereby authorized and directed to perform all acts required to be performed by the City in the administration and implementation of the Development Agreement, including, without limitation, approving assignments and executing other agreements or documents necessary to carry out the purposes of the Development Agreement.

SECTION 9. NO MANDATORY DUTY OF CARE. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or parties within the city or outside of the city, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 10. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, invalid or ineffective by a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 11. EFFECTIVE DATE OF ORDINANCE. This Ordinance shall take effect thirty (30) days from and after the date of its final passage and adoption.

SECTION 12. PUBLICATION. The City Clerk is directed to cause publication of this Ordinance as required by law.

EXHIBIT A: Development Agreement

Dated: _____ Mayor

ATTEST: **APPROVED AS TO FORM:**

Attachment 6

City Clerk
Melissa Thurman

City Attorney
Marc Zafferano

---oOo---

I, Melissa Thurman, City Clerk, do hereby certify that the foregoing **Ordinance** No. ____ was introduced at a regular meeting of the San Bruno City Council on September 28, 2021 and adopted by the San Bruno City Council at a regular meeting on October 12, 2021, by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers: _____

RECUSED: Councilmembers: _____

ABSENT: Councilmembers: _____

Melissa Thurman, MMC
City Clerk

Attachment 6

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City of San Bruno
City Attorney
567 El Camino Real
San Bruno, CA 94066

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103 AND 27383

(Space above this line for Recorder's use)

Assessor's Parcel Nos:
020-011-430, 020-015-020, 020-015-030, 020-018-010, 020-011-330, 020-015-040, 020-019-070, 020-011-370

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF SAN BRUNO

AND

GOOGLE LLC, A DELAWARE LIMITED LIABILITY COMPANY

THE YOUTUBE PROJECT

Effective Date: _____, 2021

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DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is dated for reference purposes as of October 12, 2021, by and between the City of San Bruno, a general law city and California municipal corporation ("**City**") and Google LLC, a Delaware limited liability company ("**Developer**"). Developer and City are referred to individually in this Agreement as a "**Party**" and collectively as the "**Parties**."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties. The following recitals are a substantive part of this Agreement; capitalized terms used herein and not otherwise defined are defined in Article 1 of this Agreement.

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs and risks of development, the Legislature of the State of California enacted section 65864 *et seq.* of the Government Code (the "**Development Agreement Statute**") which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement establishing certain development rights in the property.

B. In accordance with the Development Agreement Statute, the City Council of the City of San Bruno adopted Resolution No. 1986-77 (the "**City Development Agreement Regulations**"), which authorizes the execution of development agreements and specifies additional procedures and requirements supplementing the Development Agreement Statute. The provisions of the Development Agreement Statute and the City Development Agreement Regulations are collectively referred to herein as the "**Development Agreement Law**."

C. Developer is the owner of that certain real property in the City of San Bruno described in **Exhibit A** and depicted in **Exhibit B** (the "**Property**"), consisting of a number of parcels scattered in Bayhill Office Park. Developer currently operates office buildings on other parcels it owns in Bayhill Office Park.

D. Developer approached City regarding its desire to develop additional office buildings on its Property in Bayhill Office Park. City determined that Developer's proposal warranted preparation of a comprehensive plan integrating development and use of the Property with Developer's existing buildings and other properties in the area. City subsequently prepared a specific plan (the "**Bayhill Specific Plan**") encompassing the Property, the remainder of Bayhill Office Park, and Bayhill Shopping Center (together, the "**Bayhill Specific Plan Area**").

E. Developer proposes to demolish existing buildings, grade and excavate portions of the Property, realign streets and utilities, and build approximately 2,510,881 total square feet of new office buildings (for a net increase of 1,818,029 square feet) and related parking and amenities, as described in the Existing Approvals (as defined below) (the "**Project**"). Developer anticipates developing the Project in discrete stages as generally depicted in **Exhibit C**: "**Phase 1**" (consisting of "**Lot 1N**" and "**Lot 1S**"), "**Lot 2**," "**Lot 3**," "**Lot 4**," and "**Lot 5N**," "**Lot 5S**," and "**Lot 5E.**"

F. Phase 1 of the Project consists of the development of two three-story buildings totaling approximately 440,000 square feet of office and accessory space on Lot 1N and Lot 1S separated by Grundy Lane, adjacent to the existing buildings on the two parcels, built over three-level subterranean parking garages connected through a below-grade tunnel extending underneath and an above-ground bridge extending above Grundy Lane. Phase 1 also includes realignment of Grundy Lane, development of a privately owned publicly accessible community open space, demolition of adjacent buildings to provide space used as part of Phase 1, construction of a multi-modal transportation hub, City abandonment of a portion of Elm Avenue, and installation of other improvements and amenities, as further described in the Existing Approvals.

G. Developer submitted applications for the following City approvals for the Project (together, the "**Applications**"): (1) a phased vesting tentative map to merge and re-subdivide existing parcels, and approve abandonment of certain public streets and public easements (TM19-001) (the "**Vesting Tentative Map**"); (2) architectural review for development of Phase 1 of the Project (AR19-004) (the "**Architectural Review Permit**") and approval of loading zone spaces around Phase 1; and (3) a Development Agreement (DA21-002) (this "**Agreement**").

H. Pursuant to CEQA (as defined below), City conducted environmental review of the Bayhill Specific Plan at a programmatic level and Phase 1 of the Project at a project-specific level, prepared and duly processed an Environmental Impact Report ("**Specific Plan EIR**"), and prepared a Mitigation Monitoring and Reporting Program for implementation of mitigation measures specified in the EIR ("**Specific Plan MMRP**") (the Specific Plan EIR and Specific Plan MMRP together, the "**Specific Plan CEQA Documentation**").

I. Prior to or concurrently with approval of this Agreement, City has taken the following actions to review and plan for the future development of the Property and the Project (collectively, and together with this Agreement, the "**Existing Approvals**"):

1. Following adoption of a Water Supply Assessment for the Bayhill Specific Plan by Resolution No. 2021-_____, adopted by the City Council on September 28, 2021, confirming there will be sufficient water supplies to serve the Bayhill Specific Plan and the City of San Bruno, certification of the Specific Plan EIR, confirmation that it provides proper environmental review pursuant to CEQA for the Bayhill Specific Plan, Phase 1 of the Project, and each of the other Existing Approvals, adoption of a Statement of Overriding Considerations regarding approval of the other Existing Approvals, adoption of the MMRP and its incorporation as conditions to the Existing Approvals, and determination that the Existing Approvals are expressly addressed by the Specific Plan CEQA Documentation, as set forth in Resolution No. 2021-_____, adopted by the City Council on September 28, 2021 (the "**Project CEQA Approval**").

2. Approval of General Plan amendments reflecting City's intentions for the Bayhill Specific Plan Area (GPA21-002), by Resolution No. 2021- _____, adopted by the City Council on September 28, 2021.

3. Approval of the Bayhill Specific Plan by Resolution No. 2021-_____, adopted by the City Council on September 28, 2021

4. Approval of text amendments to the Zoning Code by Ordinance No. ____ and amendments to the Zoning Map by Ordinance No. _____ for the Bayhill Specific Plan Area (ZA21-001) (together, the "**Bayhill Zoning**"), intended to implement the Bayhill Specific Plan, introduced by the City Council on September 28, 2021, and adopted on October 12, 2021.

5. Approval of the Vesting Tentative Map and abandonment of certain public streets and public easements, and allowing the filing of multiple final maps for the Project, including all Vesting Tentative Map Conditions of Approval attached thereto (the "**VTM Conditions**"), by Resolution No. 2021-_____, adopted by the City Council on September 28, 2021; and

6. Approval of the Architectural Review Permit, including all Architectural Review Permit Conditions of Approval attached thereto (the "**ARP Conditions**"), by Resolution No. 2021-_____, adopted by the City Council on September 28, 2021.

7. Approval of Resolution No. 2021-_____, adopted by the City Council on September 28, 2021, modifying curb markings to authorize loading zone spaces around the perimeter of Phase 1 (the "**Loading Zone Approval**").

J. It is the intent of City and Developer to establish certain conditions and requirements related to review, approval, development and operation of the Project, which are or will be the subject of this Agreement and subsequent development applications and land use entitlements.

K. City specifically finds, as required by the Development Agreement Law and as reflected in the Enacting Ordinance (as defined in Recital O), that approving this Agreement for the Project will promote orderly growth and quality development in accordance with the goals and policies set forth in the General Plan; is compatible with the uses authorized in, and the regulations prescribed for, the Specific Plan and zoning district in which the Property is located; will promote the public convenience, general welfare, and good land use practice; will promote development which is not detrimental to the health, safety and general welfare; will not adversely affect the orderly development of property or the preservation of property value; and will promote and encourage development of the Project by providing a greater degree of requisite certainty. City also finds that the Project will provide substantial Community Benefits as described in this Agreement.

L. City finds that this Agreement and its terms satisfy the requirement for a Financing and Phasing Plan for the Project pursuant to Policy 7.2a of the Bayhill Specific Plan, as of the Effective Date and for the length of the Term as it may be extended.

M. City and Developer have reached mutual agreement and desire to voluntarily enter into this Agreement to facilitate development and operation of the Project subject to the conditions and requirements set forth herein.

N. City has given the required notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to Government Code section 65867 and the City Development Agreement Regulations. City has reviewed and evaluated this Agreement in accordance with the Development Agreement Law and has determined that the provisions of this

Agreement and its purposes are consistent with the Development Agreement Law and the goals, policies, standards and land use designations specified in the General Plan.

O. Following a duly noticed public hearing, on September 28, 2021 the City Council introduced Ordinance No. _____ approving this Agreement and authorizing its execution, and the City Council adopted that Ordinance on October 12, 2021 (the "**Enacting Ordinance**").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other valuable consideration, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions.

"***Area Development Impact Fees***" or "***ADIF***" is defined in Section 4.6.

"***Administrative Project Amendment***" is defined in Section 8.2.1.

"***Affiliated Party***" is defined in Section 10.1.2.

"***Agreement***" or "***Development Agreement***" means this Development Agreement between City and Developer, including all Exhibits hereto.

"***Agreement Amendment***" is defined in Section 8.3.2.

"***Allotment(s)***" means the amount of office and accessory space authorized by the Bayhill Specific Plan for a Lot or parcel, as shown on **Exhibit C** and described in **Exhibit D**.

"***Applicable City Regulations***" means the ordinances, resolutions, orders, rules, official policies, standards, specifications, guidelines or other regulations of City that are applicable to the Property and the Project and in effect on the Effective Date.

"***Applicable Law***" means the Applicable City Regulations and all regional, State and Federal laws and regulations applicable to the Property and the Project as such regional, State and Federal laws and regulations may be enacted, adopted and amended from time to time, as more particularly described in Section 3.8 (Changes in the Law).

"***Applications***" is defined in Recital G.

"***Architectural Review Permit***" is defined in Recital G.

"***ARP Conditions***" is defined in Recital I.

"***Assignment and Assumption Agreement***" is defined in Section 10.1.3 and **Exhibit E**.

"***Assignor***" is defined in Section 12.4.

"***Bayhill Specific Plan Area***" means all the land subject to the Bayhill Specific Plan, as described in Recital D.

"***Bayhill Zoning***" is defined in Recital I.

"***Building***" means the portion of the Project to be constructed and occupied on each Lot.

"***Business Day***" means a day that is not a Saturday, Sunday, federal holiday or state holiday under the laws of the State of California.

"***CalTrans***" means the California Department of Transportation.

"***CEQA***" means the California Environmental Quality Act, California Public Resources Code section 21000, *et seq*., as amended from time to time.

"***CEQA Guidelines***" means the State CEQA Guidelines (California Code of Regulations, Title 14, section 15000, *et seq.*), as amended from time to time.

"***Certificate***" is defined in Section 6.1.4.

"***Changes in the Law***" is defined in Section 3.8.

"***Cherry Plaza***" is defined in Section 5.1.2.

"***Chief Building Official***" means the Chief Building Official of the City of San Bruno or his or her designee.

"***City***" means the City of San Bruno.

"***City Council***" means the City Council of the City of San Bruno.

"***City Development Agreement Regulations***" is defined in Recital B.

"***City Manager***" means the City Manager of the City of San Bruno or his or her designee.

"***City Parties***" means and includes City and its elected and appointed officials, officers, employees, contractors and representatives.

"***Claims***" means third-party liabilities, obligations, orders, claims, damages, fines, penalties and expenses, including reasonable attorneys' fees and costs.

"***Community Benefits***" generally means public facilities, improvements, and/or services that benefit and serve the City as a whole, not just the Property or Bayhill Specific Plan Area. Community Benefit contributions must be over and above those required by existing City requirements or policies as part of typical project approvals and/or to mitigate Project impacts. Developer will provide both monetary (see Section 4.7) and non-monetary (see Section 5.1) Community Benefits.

"***Community Benefits Payment***" is defined in Section 4.7.1.

"***Connection Fees***" means those fees charged by City on a citywide basis or by a utility provider to utility users as a cost for connecting water, sanitary sewer, and other applicable utilities, except for any such fee or portion thereof that constitutes an Impact Fee.

"***Construction Cost Index***" or "***CCI***" means the Engineering News Record (ENR) Construction Cost Index for the San Francisco Urban area published each year, or if such index is no longer available then a comparable index as reasonably selected by City.

"***Default***" is defined in Section 12.1.

"***Developer***" means Google LLC, a Delaware limited liability company and its permitted successors, assigns, Transferees and Affiliated Parties (as defined in Section 10.1.2).

"***Development Agreement***" or "***Agreement***" means this Development Agreement between City and Developer, including all Exhibits hereto.

"***Development Agreement Law***" is defined in Recital B.

"***Development Agreement Statute***" is defined in Recital A.

"***Development Project***" means a development project as defined by section 65928 of the California Government Code. Notwithstanding section 65928 of the California Government Code, Development Project shall also include all ministerial approvals required to carry out, construct, reconstruct, and occupy such a development project.

"***Director***" means the Director of Community and Economic Development of the City of San Bruno, or his or her designee.

"***Effective Date***" is defined in Section 2.1.

"***Enacting Ordinance***" is defined in Recital O.

"***Exactions***" means non-monetary exactions that may be imposed by the City as a condition of developing the Project, including requirements for acquisition, dedication or reservation of land; and obligations to construct on-site or off-site public and private infrastructure improvements such as roadways, utilities or other improvements necessary to support the Project, whether such exactions constitute subdivision improvements, mitigation measures in connection with environmental review of the Project, or impositions made under Applicable City Regulations. For purposes of this Agreement, Exactions do not include Impact Fees or Community Benefits Payments.

"***Existing Approvals***" means and includes those permits and approvals for the Project granted by City to Developer as of the Effective Date as set forth in Recital I, plus this Agreement.

"***Existing Impact Fees***" is defined in Section 4.1.1.

"***Force Majeure***" or "***Force Majeure Event***", as further described in Section 2.2.3, means, for purposes of this Agreement, any event or condition that: (a) is beyond a Party's control, (b) prevents the Party's performance of this Agreement; (c) the Party could not have reasonably foreseen; and (d) arises from one of the following: an act of war or terrorism; insurrection; strikes, walkouts or other material labor disturbances that affect a specific trade on a national or regional level, to the extent not caused by the acts or omissions of the Party; riots or other civil commotion; floods; earthquakes; fires; unusually severe and abnormal climatic conditions (as compared with the five-year average weather statistics compiled by the United States National Oceanic and Atmospheric Administration (NOAA) for the time of year and locality of the Property), but only to the extent that such weather or its effects (including without limitation dry out time) result in delays that cumulatively exceed twenty (20) days for any winter season; casualties; acts of God; governmental restrictions imposed or mandated by governmental entities; enactment of conflicting laws by governmental entities; the general unavailability of construction materials for projects similar to the Project (I.e., a large scale office project) that causes significant construction delays, where Developer is unable to obtain alternative or replacement materials within the same or substantially similar time period at substantially the same cost; and a local, state or federal declaration of emergency based on an epidemic or pandemic, including any quarantine or other health-related orders, laws or other requirements implemented in response to such epidemic or pandemic; in each case provided it actually results in the suspension of development or construction activities. Neither the inability of Developer to obtain construction or other financing for the Project, nor the condition of or changes in the real estate market, nor adverse economic conditions generally, nor other financial circumstances shall constitute a Force Majeure Event.

"***General Plan***" means City's General Plan, as amended through the Effective Date.

"***Impact Fees***" means the monetary amount charged by City in connection with a Development Project for the purpose of defraying all or a portion of the cost of mitigating the impacts of the Development Project or development of the public facilities related to the Development Project, including, any "fee" as that term is defined by Government Code section 66000(b). For purposes of this Agreement, a fee that meets both the definitions of an Impact Fee and an Exaction will be considered to be an Impact Fee. Impact Fees do not include Other Agency Fees or Community Benefits Payments.

"***Litigation Challenge***" is defined in Section 9.3.

"***Litigation Extension***" is defined in Section 2.2.3.

"***Loading Zone Approval***" is defined in Recital I.

"***Lot***" means a parcel of property in the Bayhill Specific Plan Area that has been designated for development by the Bayhill Specific Plan, and more specifically refers to the Lots owned by Developer as listed in Recital E and depicted in **Exhibit E**.

"***Major Project Amendment***" is defined in Section 8.2.2.

"***Material Condemnation***" is defined in Section 13.1.

"***Mortgage***" means any mortgage, deed of trust, security agreement, and other like security instrument encumbering all or any portion of the Property or any of the Developer's rights under this Agreement.

"***Mortgagee***" means the holder of any Mortgage, and any successor, assignee or transferee of any such Mortgage holder.

"***Municipal Code***" means and refers to the City of San Bruno's Municipal Code, as amended from time to time.

"***New City Laws***" means any ordinances, resolutions, orders, rules, official policies, standards, specifications, guidelines or other regulations, which are promulgated or adopted by the City (including but not limited to any City agency, body, department, officer or employee) or its electorate (through their power of initiative or otherwise) after the Effective Date.

"***Notice of Breach***" is defined in Section 12.1.

"***Operating Memorandum***" is defined in Section 8.3.1.

"***Other Agency Fees***" is defined in Section 4.3.

"***Other Agency Subsequent Approvals***" means approvals, entitlements and permits required for development or use of the Project to be obtained from governmental or quasi-governmental entities other than the City.

"***Overlap Liability Acknowledgment***" is defined in Section 9.2.2.

"***Overlapping Improvements***" is defined in Section 9.2.2.

"***Parking In-Lieu Fee***" is defined in Section 7.3.3.

"***Payment Obligation Permit***" means the foundation permit required to construct a foundation for a Building on a Lot, the receipt of which by Developer requires payment or prepayment of Existing Impact Fees and Community Benefits Payments pursuant to the terms of this Agreement.

"***Phase 1***" applies to the portions of the Property labeled in **Exhibit C** as Lots1N and 1S. Without limiting potential uses of the Property as may be authorized by the Existing Approvals, the two Lots in Phase 1 are authorized by the Bayhill Specific Plan for development of new office and accessory space of up to 248,000 square feet on Lot 1N (the "**Lot 1N Allotment**") and up to 192,000 square feet on Lot 1S (the "**Lot 1S Allotment**), totaling 440,000 square feet of new office and accessory space (the "**Phase 1 Allotment**"), subject to potential adjustments in size pursuant to the Existing Approvals. Notwithstanding that Phase 1 consists of two separate parcels, Lot 1N and Lot 1S may not be developed separately but must be built together pursuant to the Existing Approvals in a coordinated construction plan including realignment of Grundy Lane between the parcels and connection of the garages beneath the new buildings.

"***Party***" *and* "***Parties***" means City and/or Developer.

"***Permitted Delay***" is defined in Section 13.4.

"***Planning Commission***" means the City of San Bruno Planning Commission.

"***Prepay***" and "***Prepayment***" are defined in Section 4.1.4.

"***Prevailing Wage Laws***" is defined in Section 9.2.1.

"***Processing Agreement***" means an agreement between City and Developer regarding funding and reimbursement for City processing of Project Approval applications, as referenced in Section 4.2 and Section 7.3.2.

"***Processing Fees***" means all fees for processing Development Project applications, including but not limited to any required supplemental or other further environmental review, plan checking and inspection and monitoring for land use approvals, design review, grading and building permits, and other permits and entitlements required to implement the Project, as addressed in further detail in Section 4.2.

"***Project***" is defined in Recital E.

"***Project Approvals***" means the Existing Approvals and all Subsequent Approvals as and when approved.

"***Project CEQA Approval***" is defined in Recital I.

"***Property***" is defined in Recital C.

"***Public Utility Easement***" or "***PUE***" is defined in Section 9.2.2.

"***Shoring Fee***" is defined in Section 4.10.

"***Shoring Mechanism***" is defined in Section 4.10.

"***Specific Plan CEQA Documentation***" is defined in Recital H.

"***Specific Plan EIR***" is defined in Recital H.

"***Specific Plan MMRP***" is defined in Recital H.

"***Street Abandonment***" means abandonment and vacation of public street and easement rights as shown in the Vesting Tentative Map pursuant to the Project Approvals to enable use of the rights-of-way as part of the Project, and abandonment and dedication of certain other public street and easement rights and private property rights to enable street alignments through the Property, as further addressed in Section 7.5.

"***Subdivision Document***" is defined in Section 2.3.

"***Subsequent Approvals***" is defined in Section 7.1.

"***Target***" is defined in Section 7.3.2.

*"**Term**"* is defined in Section 2.2.

"***Transfer***" is defined in Section 10.1.1.

"***Transferee***" is defined in Section 10.1.1.

"***Vested Elements***" is defined in Section 3.1.

*"**Vesting Tentative Map**"* is defined in Recital G.

"***VTM Conditions***" is defined in Recital I.

ARTICLE 2
EFFECTIVE DATE AND TERM

2.1 Effective Date. The "**Effective Date**" of this Agreement shall be the later of (a) the date that is thirty (30) days after the date the Enacting Ordinance is adopted, or (b) in the event that the Agreement is the subject of one or more judicial challenges or a referendum petition, the date that all such judicial challenges and/or referenda petitions have been fully adjudicated, with no further rights of appeal, to the satisfaction of the Parties. The Parties acknowledge that Section 65868.5 of the Development Agreement Statute requires this Agreement to be recorded in the Official Records of the San Mateo County Recorder's Office no later than ten (10) days after the City enters into this Agreement, and that the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all permitted successors in interest to the Parties to this Agreement. The City Clerk will cause such recordation.

2.2 Term of Agreement. Subject to the following qualifications, the "**Term**" of this Agreement shall be fifteen (15) years, commencing on the Effective Date and expiring on the fifteenth (15^{th}) anniversary of the Effective Date, unless earlier terminated or extended in accordance with the provisions of this Agreement.

2.2.1 Initial Term Conditions. Upon obtaining the Payment Obligation Permit for Phase 1, and as a condition to City issuing such permit, Developer shall: (a) pay all Existing Impact Fees, Community Benefits Payments and other fees or charges that may be applicable to Phase 1 and the Payment Obligation Permit; and (b) prepay all Existing Impact Fees and Community Benefits Payments for Lot 2, in the amounts of each Existing Impact Fee and the Community Benefits Payments applicable as of the payment date taking into consideration CCI adjustments, calculated based on the Allotment for each property. In the event that Developer subsequently elects to develop other Lots before Lot 2, the prepayments made under this Section 2.2.1.1 for Lot 2 may be applied to reduce the payments otherwise owed.

2.2.2 Extended Term. Provided neither City nor Developer have terminated this Agreement and Developer has fully complied with all terms of this Agreement, the Term shall be extended an additional five (5) years if both of the following events occurs before expiration of the 15-year Term: (a) Developer has obtained a Temporary Certificate of Occupancy for Phase

1, Lot 2, and one of either Lot 3, Lot 4, Lot 5N or Lot 5S (but not Lot 5E); and (b) Developer previously satisfied the terms of Section 2.2.1.

2.2.3 Extension Due to Legal Action or Force Majeure.

2.2.3.1 Litigation Extension. If any litigation is filed challenging this Agreement or the Project Approvals having the direct or indirect effect of delaying this Agreement or any Approval (including but not limited to any CEQA determinations), including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or a Project Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term of this Agreement and all Project Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension (or as to Project Approvals, the date of the initial grant of such Project Approval) to the end of such litigation or suspension (a "**Litigation Extension**"); provided, however, that if any litigation is filed challenging any Subsequent Approval which has the effect of delaying any Subsequent Approval, the term of this Agreement solely as it applies to the specific Subsequent Approval(s) shall receive a Litigation Extension. The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates; provided, however, that with respect to any litigation to which the City is a party, there shall be no need for the Parties to document the start of such litigation.

2.2.3.2 Permitted Delay. The Term, the Project Approvals, and a Party's performance of its obligations under this Agreement shall be excused during, and extended for a period of time equal to, any period of delay caused by reason of Force Majeure beyond the reasonable control of the Party affected, to the extent permitted by the terms of this Agreement ("**Permitted Delay**"). Upon the request of any Party, an extension of time will be granted for the period of delay caused by a Force Majeure Event and no Party shall be deemed to be in default under this Agreement where delays in performance or failure to perform are caused by a Force Majeure Event and authorized pursuant to this Section. Promptly after learning of the occurrence of a Force Majeure Event that actually causes or is reasonably anticipated (by the affected Party) to cause delay, the affected Party shall notify the other Party in writing of the occurrence of such Force Majeure Event, the manner in which such occurrence is likely to cause delay, and the anticipated length of delay in performance resulting from the Force Majeure Event. Upon the other Party's receipt of such notice, the Term of this Agreement then in effect shall be extended by a period of time equal to the number of days during which performance is delayed due to the specified Force Majeure; provided, if a Party provides such notice more than thirty (30) days after commencement of the claimed Force Majeure Event, the Term extension shall commence upon receipt of such notice. Notwithstanding the above, the Term of this Agreement shall not be extended more than two (2) years cumulatively.

2.3 Relation to Vesting Tentative Map.

2.3.1 Pursuant to Government Code section 66452.6(a) and this Agreement, the term of any vesting tentative map or final maps, or any new such map or any amendment to any such map, or any resubdivision (collectively referred to as "**Subdivision Document**") relating to the Project shall automatically be extended to and until the later of the following: (1) the end of the Term of this Agreement; or (2) the end of the term or life of any such Subdivision Document

otherwise given pursuant to the Subdivision Map Act or local regulation not in conflict with the Subdivision Map Act as though this Agreement had never applied to extend the life of the Subdivision Document.

2.3.2 If this Agreement terminates or expires for any reason prior to the expiration of vested rights otherwise given under the Subdivision Map Act to any Subdivision Document as described in Section 2.3.1, such termination or expiration of this Agreement shall not affect Developer's right to proceed with development under such Subdivision Document in accordance with the Applicable Law in effect as of the Effective Date, and after expiration of such vested rights development under such Subdivision Document shall be subject to the Applicable Law as may be in effect at the time of such development. Developer acknowledges and agrees that the Property, Project and any Subdivision Document shall be subject to the terms and conditions in the Bayhill Specific Plan and the Bayhill Zoning in effect as of the Effective Date notwithstanding and following expiration or termination of this Agreement, including but not limited to requirements regarding payment of the ADIF and Community Benefits Payments, and Developer expressly waives any right to claim vested rights to Applicable Law preceding the Effective Date or to claim the Property, Project and Subdivision Document are not subject to the Bayhill Specific Plan and Bayhill Zoning based on the Vesting Tentative Map application being deemed complete prior to the effective dates of the Bayhill Specific Plan and Bayhill Zoning. The terms of this Section 2.3 shall survive termination or expiration of this Agreement.

2.3.3 City and Developer affirm that the Vesting Tentative Map and Bayhill Specific Plan are intended to be consistent with each other regarding public improvement requirements and Developer's obligations thereto. To that end, the VTM Conditions include requirements that phased final maps revise certain details in the Vesting Tentative Map that are intended to conform to details in the Bayhill Specific Plan, and approval of the Bayhill Specific Plan included a "Revisions and Corrections" table with edits to certain details in the Bayhill Specific Plan that are intended to ensure consistency with details in the Vesting Tentative Map. Notwithstanding these revisions, the Parties acknowledge that differences may remain between the Vesting Tentative Map and the Bayhill Specific Plan, or one may show or describe improvements and details not shown or described in the other and that adjudicatory subdivision approvals usually provide greater site-specific details than legislative actions such as specific plans. For purposes of illustration but not limitation, the Bayhill Specific Plan requires and shows greenways and bicycle lanes that are not depicted in the Vesting Tentative Map, and the Vesting Tentative Map shows additional street sections that are not depicted in the Bayhill Specific Plan. Furthermore, the Bayhill Specific Plan includes policies and illustrative diagrams of City's intentions for improvements which may not be included in the Vesting Tentative Map or may not be shown in sufficient detail, and are subject to refinement in final maps or construction drawings. If an inconsistency between the Bayhill Specific Plan and the Vesting Tentative Map is determined to affect improvement requirements or Developer obligations, the Parties agree to meet and confer in good faith to resolve the inconsistency. If such resolution does not occur, the provisions and details in the Bayhill Specific Plan shall be deemed to control, and Developer acknowledges that the Bayhill Specific Plan is intended to be the primary land use and development regulation governing development of the Property and the Specific Plan Area.

2.4 City Representations and Warranties. City represents and warrants to Developer that, as of the Effective Date:

2.4.1 City is a municipal corporation, and has all necessary powers under the laws of the State of California to enter into and perform the undertakings and obligations of City under this Agreement.

2.4.2 The execution and delivery of this Agreement and the performance of the obligations of the City hereunder have been duly authorized by all necessary City Council action and all necessary City approvals have been obtained.

2.4.3 This Agreement is a valid obligation of City and is enforceable in accordance with its terms.

2.4.4 The Existing Approvals constitute all of the necessary City-granted discretionary approvals to develop Phase 1 of the Project, except for those encroachment permits which City treats as discretionary and which shall be considered by City as discretionary Subsequent Approvals subject to the terms of this Agreement.

During the Term of this Agreement, City, upon learning of any fact or condition which would cause of any of the warranties and representations in this Section 2.4 not to be true, will immediately give written notice of such fact or condition to Developer.

2.5 Developer Representations and Warranties. Developer represents and warrants to City that, as of the Effective Date:

2.5.1 Developer is duly organized or incorporated and validly existing under the laws of the State of California, and is in good standing and has all necessary powers under the laws of the State of California to own property interests and in all other respects enter into and perform the undertakings and obligations of Developer under this Agreement.

2.5.2 The execution and delivery of this Agreement and the performance of the obligations of Developer hereunder have been duly authorized by all necessary corporate action and all necessary corporate authorizations have been obtained.

2.5.3 This Agreement is a valid obligation of Developer and is enforceable in accordance with its terms.

2.5.4 Developer has not (a) made a general assignment for the benefit of creditors; (b) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Developer's creditors; (c) suffered the appointment of a receiver to take possession of all, or substantially all, of Developer's assets; (d) suffered the attachment or other judicial seizure of all, or substantially all, of Developer's assets; or (e) admitted in writing its inability to pay its debts as they come due.

2.5.5 There is no existing lien or encumbrance recorded against any portion of the Property that, upon foreclosure or the exercise of remedies, would permit the beneficiary of

the lien or encumbrance to eliminate or wipe out the obligations set forth in this Agreement that run with the applicable land.

During the Term of this Agreement, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.5 not to be true, immediately give written notice of such fact or condition to City.

ARTICLE 3
DEVELOPMENT OF THE PROPERTY

3.1 Vested Rights. The Property is hereby made subject to the provisions of this Agreement. During the Term of this Agreement, Developer shall have the vested right to develop the Property and the Project in conformance with the Project Approvals, Applicable Law and this Agreement, which shall control the permitted uses of the Property, density and intensity of use of the Property and the maximum height and size of buildings on the Property, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and the conditions, terms, restrictions, and requirements for subsequent discretionary actions, the provisions for public improvements and financing of public improvements, and the other terms and conditions of development applicable to the Property as set forth in Applicable Law, the Project Approvals, and this Agreement (collectively, the "**Vested Elements**"). In the event of a conflict between any terms or conditions set forth in the Vested Elements, this Agreement shall take priority over the Project Approvals.

3.2 Life of Approvals. Pursuant to Government Code section 66452.6(a) and this Agreement, the life of the Project Approvals shall automatically be extended to and until the later of the following: (1) the end of the Term of this Agreement, as it may be earlier terminated or extended pursuant to the terms set forth herein; or (2) the end of the term or life of any such Project Approval as though this Agreement had never applied to extend the life of the Project Approval.

3.3 Permitted Uses. The permitted uses for the Property and the Project are those set forth in the Existing Approvals and as may be set forth in the Subsequent Approvals, including but not limited to accessory uses such as an employee event center, cafeteria, fitness center or similar uses. Changes to the Project use are subject to the Project Approval and Agreement amendment processes as set forth in Sections 8.2 and 8.3. In the event of a conflict between the Project Approvals and the terms of this Section 3.3, the Project Approvals shall govern.

3.4 Governing Rules. Except as otherwise explicitly provided in this Agreement, development of the Property shall be subject to (a) the Project Approvals, and (b) the Applicable Law. Notwithstanding the foregoing, the following New City Laws shall apply to the development of the Property as follows:

3.4.1 Except as may be addressed in the Project Approvals and this Agreement, New City Laws that relate to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure imposed at any time, provided such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of Development Projects and properties, and such procedures are not

inconsistent with procedures set forth in the Project Approvals or this Agreement. Notwithstanding the foregoing, the process for Architectural Review Permits shall be governed by the provisions of Municipal Code section 12.108.020 in effect on the Effective Date as clarified in **Exhibit F**.

3.4.2 Other New City Laws that revise City's uniform construction codes, including City's building code, plumbing code, mechanical code, electrical code, fire code, grading code and other uniform construction codes, as of the date of permit issuance, provided such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of Development Projects and properties; and provided further, that during the Term of this Agreement the Property and the Project shall not be subject to any New City Law enacted after the Effective Date that would impose new building standards or requirements for improved energy efficiency and sustainability (commonly known as "green" standards) that are in excess of what is mandatory under applicable California Green Building Standards (CALGreen) or other uniformly applicable green building standards enacted by California or the Federal government (commonly known as "reach" standards);

3.4.3 Other New City Laws that are determined by City to be reasonably required in order to protect residents of the Project, and/or residents of the City, from a condition dangerous to their health or safety, or both;

3.4.4 Other New City Laws that do not conflict with the Vested Elements, this Agreement or the Project Approvals pursuant to Section 3.7, provided such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of Development Projects and properties; and

3.4.5 Other New City Laws that do not apply to the Property and/or the Project due to the limitations set forth above, but only to the extent that such New City Laws are accepted in writing by Developer in its sole discretion.

3.5 Timing of Development.

3.5.1 *Pardee* and the Intent of the Parties. Developer shall have no obligation to develop or construct the Project or any component of the Project. Without any limitation of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider, and expressly provide for, the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the desire of the Parties to avoid that result. Therefore, notwithstanding the adoption of any initiative after the Effective Date by City's electorate to the contrary, the Parties acknowledge that, except as otherwise provided for in this Agreement, Developer shall have the vested right during the Term to develop the Project at such time as Developer deems appropriate in the exercise of its sole and subjective business judgment, subject to the terms of this Agreement.

3.5.2 Moratorium. No City-imposed moratorium or other limitation (whether relating to the rate, timing, phasing, sequencing, height or density of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative,

resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within City, or portions of City, shall apply to the Property; provided, however, the provisions of this Section shall not affect City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

3.5.3 No Other Requirements. Nothing in this Agreement is intended to create any affirmative development obligations to develop the Project at all, or in any particular order or manner except as such order or manner may be specified in this Agreement if the Project is developed, or liability in Developer under this Agreement if the development fails to occur. Developer may, at its sole discretion, develop the Lots in the Project in such order and at such rate and times as Developer deems appropriate, subject to any requirements in the Project Approvals as to the order, rate or timing of Project construction or installation of improvements that are Developer's obligation under this Agreement and the Project Approvals.

3.6 Compliance with Laws. Developer, at its sole cost and expense, shall comply with the requirements of, and obtain all permits and approvals required by local, regional, State and Federal agencies having jurisdiction over the Property or Project. Furthermore, Developer shall carry out the Project work in conformity with all Applicable Law, including: applicable state labor laws and standards; Applicable City Regulations; and all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. section 12101, *et seq*., Government Code section 4450, *et seq*., Government Code section 11135, *et seq*., and the Unruh Civil Rights Act, Civil Code section 51, *et seq*.

3.7 No Conflicting Enactments. Except as otherwise provided in this Agreement, for the Term of this Agreement City will not impose on the Project (whether by action of the City Council or by initiative, referendum or other means, including development moratorium or additional Project conditions on Subsequent Approvals) any New City Law that is in conflict with this Agreement or the Existing Approvals or, once approved, the Subsequent Approvals. Without limiting the generality of the foregoing, for the purposes of this Article 3, "conflict" means any New City Law that would (a) apply to the Property any change in land use designation or permitted use, density or intensity of development of the Property; (b) apply to the Property any change in off-site infrastructure or utility requirements or limit or control the availability of or ability to obtain public utilities, services, infrastructure or facilities for the Project (provided, however, nothing herein shall be deemed to exempt the Project or the Property from any water use rationing requirements that may be imposed from time to time in the future and nothing herein shall be deemed a commitment to reserve potable water or sanitary sewer capacity which the Parties acknowledge City does not control); (c) modify or control development standards, including building setbacks, square footages or heights; the location of buildings and structures; parking requirements; or grading in a manner that is inconsistent with or more restrictive than the terms included in the Existing Approvals or this Agreement; (d) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project; (e) limit, reduce or change the location of vehicular access or parking from that permitted under this Agreement, the Applicable City Regulations, or the Project Approvals; (f) require the issuance of permits or approvals by City other than those

required under the Applicable City Regulations; (g) materially and adversely limit the processing or procuring of applications and approvals of Subsequent Approvals that are consistent with Project Approvals; or (h) impose or increase any Impact Fees, Exactions, or Community Benefits requirements, as they apply to the Project, except as permitted under the terms of this Agreement, including but not limited to Sections 3.4.3, 3.4.4 and 3.8. Developer reserves the right to challenge in court any New City Law that would conflict with the Vested Elements or this Agreement or reduce the development rights provided by this Agreement.

3.8 Changes in the Law. As provided in Section 65869.5 of the Development Agreement Statute, this Agreement shall not preclude the applicability to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in regional, State or Federal laws or regulations or by changes in laws, regulations, plans or policies of special districts or other governmental entities, other than the City, created or operating pursuant to the laws of the State of California ("**Changes in the Law**"). In the event Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, the Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in the Law. Nothing in this Agreement shall preclude Developer from contesting by any available means (including administrative or judicial proceedings) the applicability to the Project of any such Changes in the Law. In the event that a Change in the Law operates to frustrate irremediably and materially the vesting of development rights to the Project as set forth in this Agreement, Developer may terminate this Agreement; provided, to the extent that such frustration affects only a portion of the Project but other portions are developed, this Agreement shall remain in effect as to such built portion.

3.9 Initiatives and Referenda. If any New City Law is enacted or imposed by initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which New City Law would conflict with the Vested Elements or this Agreement or reduce the development rights provided by this Agreement and the Project Approvals, such New City Law shall not apply to the Project. City, except to submit to vote of the electorate initiatives and referendums required by Applicable Law to be placed on a ballot, shall not adopt or enact any New City Law, or take any other action which would violate the express provisions of this Agreement or the Project Approvals. Developer reserves the right to challenge in court any New City Law that would conflict with this Agreement or the Project Approvals or reduce the vested development rights provided by this Agreement. Notwithstanding the foregoing, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum.

3.10 Regulation by Other Public Agencies. Developer acknowledges that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. City will cooperate with Developer in Developer's effort to obtain such permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Property and/or the Project; provided, however, City will have no obligation to incur any costs, without compensation or reimbursement, or to amend any City policy, regulation or ordinance in

connection therewith. Developer will, at the time required in accordance with Developer's project and construction schedule, apply for all such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. Developer acknowledges that City does not control the amount of any fees imposed by such other agencies. In the event that such fees are imposed upon Developer and are in excess of those allowed by Applicable Law and Developer wishes to object to such fees, Developer may pay such fees under protest. City agrees not to delay issuance of permits or other Subsequent Approvals and entitlements under these circumstances, provided Developer provides City with proof of payment of such fees.

3.11 No Reservation of Sanitary Sewer or Potable Water Capacity. City has found the Project to be consistent with the Bayhill Specific Plan and the associated Water Supply Assessment (as amended) and Sewer Study, which anticipate that there will be sufficient potable water and sanitary sewer capacity to serve future development contemplated by the Bayhill Specific Plan, including the Project, through the Term. However, nothing in this Agreement is intended to provide any reservation of potable water or sanitary sewer capacity.

ARTICLE 4
FEES

4.1 Impact Fees.

1.1.1 Except as otherwise expressly provided herein, during the Term City will have the right to impose and Developer shall be obligated to pay, only such Impact Fees as City has adopted as of the Effective Date and that are set forth in the Existing Approvals and this Agreement ("**Existing Impact Fees**"), which are identified in **Exhibit D**.

4.1.1 Payment of the Existing Impact Fees shall be in the amounts set forth in **Exhibit D**, subject to adjustment annually beginning on the first anniversary of the Effective Date to recognize any increase or decrease in the Construction Cost Index, as specified in **Exhibit D**, from the previous year between the Effective Date and the date of payment, which shall be calculated as of the date paid pursuant to this Agreement and which shall be paid as a condition to issuance of the Payment Obligation Permit, unless prepaid. To the extent that City revises any Existing Impact Fee amount, rate or formula in a way that would result in Developer paying a lower Existing Impact Fee than specified in **Exhibit D** when payment is due under this Agreement, Developer shall pay the lower Existing Impact Fee.

4.1.2 Developer shall receive the benefit of any fee credits that are in effect as of the Effective Date and the amount of Existing Impact Fees that are payable by Developer hereunder shall be reduced by the amount of such credits. Developer shall receive full credit for all existing uses of the Property to be demolished as specified in the Architectural Review Permit application, subject to the provisions regarding the timing of such credit as to demolition on Lot 2 for Phase 1 development as specified in Section 4.1.5.

4.1.3 The following provisions shall apply regarding prepayment by Developer of Impact Fees and Community Benefits Payments as to any Lot, in whole or in part ("**Prepay**" or "**Prepayment**").

4.1.3.1 In addition to the Prepayment required under Section 2.2.1 as to Lot 2, Developer may elect, in its sole and absolute discretion, to Prepay all or part of the Impact Fees and Community Benefits Payments for another Lot at any time before they would otherwise be due for payment and thereafter such Prepayment will not be subject to subsequent annual increases per Section 4.1.2. Developer agrees that such prepayment shall not be subject to any restrictions regarding the timing of payments or their expenditure by City that otherwise might apply to payment of Impact Fees, including but not limited to Government Code section 66000 *et seq.* (known as the Mitigation Fee Act).

4.1.3.2 If Developer Prepays based on Allotments but later develops the applicable portion of the Project with more square footage than paid for, including but not limited to as a result of using unallocated space under the Bayhill Specific Plan or transferring allotted square footage from another property, Developer shall pay the difference at the then applicable charge for unpaid Impact Fees and Community Benefits Payments.

4.1.3.3 If Developer Prepays for a Lot and later voluntarily elects to build less square footage on that Lot than was assumed in calculating such Prepayment. Developer shall be entitled to credit in the amount of the excess Prepayment against other fees or costs Developer might be obligated to pay City related to development of that Lot or other Lots in the Project.

4.1.3.4 If Developer Prepays as to the last undeveloped portion of the Property and later voluntarily elects to build less square footage on that portion of the Property, such Prepayment shall be at Developer's own risk and Developer shall not be entitled to any credit or refund by City for any excess Prepayment.

4.1.3.5 If Developer Prepays as to a Lot and thereafter a new regional, state or federal regulation prohibits development of the Lot or reduces such development below the amount Developer is authorized to build pursuant to this Agreement, and such prohibition or reduction results in an excess Prepayment by Developer, then if the regulation still allows development of other Lots in the Project, Developer shall be entitled to credits against other fees and costs Developer might be obligated to pay City related to development of other Lots. If the regulation does not allow development of other Lots in the Project, then if time remains before the Term expires Developer shall not be entitled to any immediate refund but instead shall wait two (2) years from the date Developer or City notifies the other in writing that the regulation prohibits or reduces such development, to determine if such regulation is revised to restore the full amount of development for which Prepayment was made. If the regulation continues to prevent or reduce development of the Lot after such two-year period and development of other Lots is not allowed so as to provide credits, City thereafter will refund the excess Prepayment as follows: (a) City will immediately refund those portions of the excess Prepayment that initially were paid for each Impact Fee (except for Community Benefit Payments) and are being held separately by City in an account earmarked for that Impact Fee, which City has not yet spent or committed to spend; and (b) as to any remaining unpaid portion of the excess Prepayment, City shall devote any unallocated funds from the applicable fee fund that may have been collected from another project which City has not yet spent or committed to spend toward the refund, and shall continue to do so until the refund is paid in full, which period shall not exceed five years. As to Prepayment of Community Benefit Payments, which City intends to merge into City's

general fund upon receipt, refunds of the excess Prepayment shall be in equal shares over the next five (5) years.

4.1.3.6 If Developer Prepays as to a Lot but City prevents development of the Lot or reduces such development below the amount Developer is authorized to build pursuant to this Agreement, Developer shall be entitled to credits or refunds of the excess Prepayment as follows. If City's action preventing or reducing development is based on a New City Law pursuant to Section 3.4.2 (regarding revisions to uniform construction codes) or Section 3.4.3 (regarding health or safety protection), then the provisions and procedures in Section 4.1.4.5 will apply regarding credits and/or refunds, Otherwise, the provisions and procedures in Section 4.1.4.5 will apply, except that Developer will not have to wait two (2) years before beginning to receive refunds.

4.1.3.7 Any credit or refund that may be owed to Developer shall be based on the original Prepayment amount, without any CCI or other escalator adjustment or interest accrual.

4.1.4 Notwithstanding Municipal Code section 12.260.060, Developer shall be entitled to credit against Impact Fees (including the ADIF) and Community Benefits Payments required for Lot 2 development, for the square footage of structures demolished after the Effective Date on the Lot 2 portion of the Property as part of Phase 1 development, regardless of the level or timing of occupation of the demolished structure prior to submission of an application for a building permit for Lot 2.

4.2 Processing Fees. Subject to Developer's right to protest and/or pursue a challenge in law or equity to any new or increased Processing Fee, City may charge and Developer is obligated to pay all Processing Fees for processing applications for Subsequent Approvals, at the rates which are in effect on a City-wide basis at the time those permits, approvals, entitlements, reviews or inspections are applied for, requested or required. Without limiting the above, by entering into this Agreement Developer accepts and shall not protest or challenge imposition of the types and amounts of Processing Fees in effect as of the Effective Date. Developer acknowledges that: (a) certain application processing fees are set in fixed amounts for each application or task as stated in City's Master Fee Schedule, which is charged at the amount in effect as of application submission and paid as a condition to City accepting an application; (b) certain application processing fees are based on actual staff time worked, which is charged at the hourly rate set by City for the work at the time the work occurs, which may be increased from time to time, and which shall be paid by advance deposit as may be supplemented pursuant to the Processing Agreement; and (c) certain application processing fees are required to pay for third party assistance, including but not limited to plan checkers, environmental consultants and outside counsel, which also shall be paid in full prior to commencement of such work pursuant to the Processing Agreement,

4.3 Other Agency Fees. Nothing in this Agreement shall preclude City from collecting fees from Developer that are lawfully imposed on the Project by another agency having jurisdiction over the Project, which the City is required to collect on behalf of such other agencies ("**Other Agency Fees**").

4.4 Taxes and Assessments.

4.4.1 As of the Effective Date, assessments are in effect and applicable to the Property or the Project as shown on the latest property tax bill for the Property. City is not aware of any pending efforts to initiate or consider new or increased assessments that would apply to the Property or the Project.

4.4.2 City reserves the right to impose new, modified or increased taxes and assessments on the Property or the Project, as distinguished from Impact Fees which are otherwise subject to the terms of this Agreement, in accordance with the laws in effect and at the rates in effect at the time; provided, nothing herein shall be construed so as to limit Developer from exercising whatever rights it may otherwise have in connection with protesting or otherwise objecting to the imposition of taxes or assessments on the Property or the Project.

4.5 Connection Fees. Subject to Developer's right to protest and/or pursue a challenge in law or equity to any new or increased Connection Fee, City may charge and Developer shall pay any Connection fee that is lawfully adopted.

4.6 Area Development Impact Fees. City may charge and Developer shall pay Area Development Impact Fees ("**ADIF**") applicable to the Project, notwithstanding adoption of the ADIF will occur following the Effective Date; provided, by entering into this Agreement Developer accepts and shall not protest or challenge imposition of the ADIF in an amount up to Seven Dollars ($7.00) per square foot of the Project's net new development (subject to credit for demolition) if supported by a nexus study, subject to annual adjustment as specified in Section 4.1.2 and which shall be paid as a condition to issuance of the Payment Obligation Permit. For purposes of this Agreement, the ADIF shall be deemed an Existing Impact Fee as of the Effective Date, even if not formally adopted by City as of such date. If Developer pays the ADIF as to any Lot before it is formally adopted by City, Developer shall pay the amount specified in this Section 4.6, and Developer shall be entitled to credit against future payments to the extent the adopted ADIF per square foot rate is lower.

4.7 Community Benefits Payments.

4.7.1 In consideration of the rights and benefits conferred by City to Developer under this Agreement, Developer shall pay to City Thirty Five Dollars ($35) per square foot of the Project's net new development above that which was allowed under zoning prior to the adoption of the Bayhill Specific Plan (the "**Community Benefits Payment**"), which zoning allowance square footage is set forth in **Exhibit D**. Community Benefits Payments shall be subject to annual adjustment as specified in Section 4.1.2 and shall be paid as a condition to issuance of the Payment Obligation Permit.

4.7.2 Notwithstanding the above, pursuant to Section 7.3 of the Bayhill Specific Plan, Developer may request City Council approval to satisfy part or all of its Community Benefits Payments obligations through direct provision of facilities or improvements that the Council in its sole discretion deems desired to benefit and serve the City as a whole and not just the Bayhill Specific Plan Area, subject to City determining what work qualifies and the value to be applied. Without limiting the foregoing, Developer agrees that the Cherry Plaza obligation

described in Section 5.1.2 and Greenway amenities specified in the Specific Plan shall not qualify for this credit. Credit shall be applied against the Community Benefits Payment otherwise owed for the next portion of the Property that is developed pursuant to this Agreement, with any remaining credit applied to the following portion(s) until fully used.

4.8 Credit for Plan Preparation Costs. Credits shall be applied to Developer's monetary obligations set forth in **Exhibit D** for seventy-five percent (75%) of the monies contributed by Developer toward preparation of the General Plan Amendment and related Bayhill Specific Plan and nexus study. Developer agrees that twenty-five percent (25%) of the funds it paid City for such planning work is deemed spent to process approvals for Phase 1 and does not warrant any credit. Credits shall be applied in equal one-third (1/3) shares against Existing Impact Fees and Community Benefits Payments otherwise owed for Phase 1, and the next two Lots that are developed by Developer.

4.9 Post-Termination Payment Obligations. Upon termination of the Agreement, Developer shall have no further obligation to make any further payments pursuant to **Exhibit D**, except for obligations due and payable but not yet paid, and except for obligations that may be owed independently of this Agreement, including but not limited to Processing Fees or other fees charged by City related to development or activities that Developer pursues on the Property. City will return to Developer any Processing Fee payments made by Developer but not expended or committed by City at the time of termination; provided, Developer shall remain obligated for and shall pay sums that may be owed for consulting or legal services for work performed, expenses incurred, or work or expenses committed to as of the date of termination, not yet invoiced to or paid by City.

4.10 Shoring Mechanism Fee. City may charge and Developer shall pay the fee specified in **Exhibit D** (the "**Shoring Fee**") for each tieback, soil nail or other shoring mechanism (each, a "**Shoring Mechanism**") installed by Developer that encroaches within twenty (20) feet of the finished surface of a public street, right-of-way, or public utility easement, which shall be payable as a condition of issuance of the Payment Obligation Permit. The Shoring Fee shall be subject to adjustment annually as set forth in Section 4.1.2 relating to Impact Fees. Developer accepts the Shoring Fee amount shown in **Exhibit D**, subject to annual adjustment as specified herein, to be a reasonable charge for City's costs and burdens related to encroachment by the Shoring Mechanisms.

ARTICLE 5
NON-MONETARY COMMUNITY BENEFITS

5.1 Purpose. In addition to the monetary Community Benefits Payments that Developer is providing to City per Section 4.7 of this Agreement, Developer is also providing the following non-monetary Community Benefits to City, each of which exceeds the nexus of the Project's impacts and which could not otherwise be required of Developer.

5.1.1 Tax Point of Sale Designation. Developer shall use best efforts to achieve tax allocations to the City of San Bruno pursuant to State of California Department of Tax & Fee Administration, Board of Equalization Publication #9 specific to tax allocation, including but not

limited to obtaining a sub-permit for eligible contracts to make a direct allocation of eligible tax to the City.

5.1.2 Cherry Plaza. As part of Phase 1 development, Developer shall construct and improve a publicly accessible, privately owned and maintained plaza at the northeast corner of Cherry Avenue and Grundy Lane, pursuant to Policy 3-5 of the Bayhill Specific Plan and Bayhill Zoning Section 12.290.070.I ("**Cherry Plaza**"). Pursuant to VTM Condition No. _____, as a condition to receiving certificates of occupancy for Phase 1, Developer shall enter into an agreement with City to be recorded against title to Lot 1N and Lot 1S , granting public rights to use Cherry Plaza, describing Developer's obligations regarding construction and maintenance, and specifying terms for use of Cherry Plaza by Developer and the public.

ARTICLE 6
ANNUAL REVIEW

6.1 Annual Review.

6.1.1 Purpose. As required by California Government Code section 65865.1 and Sections 15-17 of the City Development Agreement Regulations, City will review this Agreement and all actions taken pursuant to the terms of this Agreement every twelve (12) months to determine good faith compliance with this Agreement. Specifically, City's annual review will be conducted for the purposes of determining compliance by Developer with its obligations under this Agreement. Developer will pay City's staff time costs and other expenses City may incur in conducting the review.

6.1.2 Conduct of Annual Review. The annual review will be conducted pursuant to the requirements and procedures specified in the City Development Agreement Regulations as they may be amended from time to time; provided, the Planning Commission at any time after conducting the first three (3) annual reviews may delegate review authority to the Director, who then in subsequent years will conduct the review at staff level with public notice but without a public hearing, and the Director's decision may be appealed to the Planning Commission and then to the City Council pursuant to the City Development Agreement Regulations. In the event City determines that Developer is not in good faith compliance with the terms and conditions of this Agreement, City may give the Developer a written Notice of Breach, in which case the provisions of Section 12.1 shall apply.

6.1.3 Failure to Conduct Annual Review. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review. Failure of City to conduct an annual review pursuant to the terms of this Article 6 shall not constitute or be asserted as a default by Developer.

6.1.4 Certificate of Compliance. If, at the conclusion of the annual review described in Section 6.1.2 or if Developer intends to seek financing or sell the Project and Developer is found to be in good faith compliance with the material terms and conditions of this Agreement, City will, upon request by Developer, issue a Certificate of Compliance

("**Certificate**") to Developer stating that after the most recent annual review and based upon the information actually known to an appropriate official of City specified in such Certificate that: (a) this Agreement remains in effect (for the remainder of the Term); (b) Developer has demonstrated good faith compliance with the terms and conditions of this Agreement for the applicable annual review period; and (c) Developer is not in Default of this Agreement, and to City's knowledge no events exist that with the passage of time or giving of notice or both would be a Default under this Agreement. The Certificate will be in a recordable form, contain information necessary to communicate constructive record notice of the finding of compliance, and state the anticipated date of commencement of the next annual review. Developer may record the Certificate at its sole cost and expense without cost or expense to City.

ARTICLE 7
COOPERATION AND IMPLEMENTATION

7.1 Subsequent Approvals. Certain subsequent discretionary and ministerial land use approvals, entitlements, and permits other than the Existing Approvals may be necessary or desirable for implementation of the Project ("**Subsequent Approvals**"). The Subsequent Approvals may include, without limitation, the following: amendments of the Existing Approvals, use permits, demolition and grading permits, excavation permits, building permits, design review and architectural review permits, sign permits, sewer and water connection permits, encroachment permits, certificates of occupancy, lot line adjustments or lot merger, site plans, development plans, landscaping plans, improvement plans, land use plans, building plans and specifications, signage plans, transportation demand management programs, shoring permits, tree removal permits, foundation permits, superstructure permits, core and shell permits, tenant improvement permits, utility permits, and any amendments to, or repealing of, any of the foregoing. Except as otherwise expressly provided herein, the City will not impose requirements or conditions upon the development and construction of the Project that are inconsistent with the Existing Approvals and Applicable City Regulations, including but not limited to the Bayhill Specific Plan, including the terms and conditions of this Agreement, and any Subsequent Approvals as may be obtained from time to time.

7.2 Scope of Review of Subsequent Approvals. City, in approving the Existing Approvals and vesting the Project through this Agreement, acknowledges that it is limiting its future discretion with respect to the Project and Subsequent Approvals to determining whether the application for a Subsequent Approval is consistent with and meets the objective criteria set forth in the Applicable City Regulations, Existing Approvals, and where applicable, other Project Approvals previously granted. Subject to the foregoing, City reserves discretion to impose appropriate Exactions in connection with issuance of a Subsequent Approval, as necessary to bring the Subsequent Approval into compliance with any Applicable Law (excluding New City Laws not otherwise authorized by Section 3.4). For any part of a Subsequent Approval request that has not been previously reviewed or considered by City (such as additional details or plans), City shall exercise its discretion consistent with the Project Approvals and the requirements of this Agreement. Consequently, City shall not use its discretionary authority to change the policy decisions reflected by the Project Approvals and this Agreement or otherwise to prevent or to delay development of the Project as contemplated in the Project Approvals and this Agreement. For a Subsequent Approval request that would alter or avoid a requirement otherwise applicable to the Project (such as a variance to development standards), City retains its discretion to

approve, deny or modify such request. If City denies any application for a Subsequent Approval that implements the Project as contemplated by the Project Approvals, such denial must be consistent with Applicable Law. At such time as any Subsequent Approval applicable to the Property is approved by City, then such Subsequent Approval shall become subject to all the terms and conditions of this Agreement applicable to Project Approvals and shall be automatically vested and treated as a "Project Approval" under this Agreement without the need to amend this Agreement.

7.3 Processing Applications for Subsequent Approvals.

7.3.1 Timely Submittals by Developer. Developer acknowledges that City cannot begin processing applications for Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use diligent good faith efforts to (a) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (b) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other materials required under Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals.

7.3.2 Timely Processing by City. Upon submission by Developer of all applicable applications, Processing Fees and any and all other fees and deposits for any pending and future Subsequent Approvals, City will, to the full extent allowed by Applicable Law, promptly and diligently subject to City ordinances, policies and procedures regarding hiring and contracting, commence and complete all steps necessary to act on Developer's currently pending Subsequent Approval applications including: (a) providing, pursuant to the terms of a Processing Agreement between the Parties, staff assistance, additional staff and/or third-party consultants for concurrent, expedited planning and processing of each pending and future Subsequent Approval application; (b) if legally required, providing notice and holding public hearings; and (c) acting on any such pending and future Subsequent Approval application. To the greatest extent permitted by the Existing Approvals or Applicable Law, Subsequent Approvals will be processed administratively by City staff. Developer's obligation to pay for the processing of Subsequent Approvals, including staff time, materials and third-party consultants, shall be based on the Processing Agreement executed between the Parties, and related addenda.

7.3.2.1 City shall use reasonable efforts to process and take final action on Developer's applications for Subsequent Approvals within the following time periods (each a "**Target**" and together the "**Targets**") after complete applications for such Subsequent Approvals have been delivered to the City and accepted as complete, or deemed complete pursuant to Government Code Section 65943 (or any successor statutes) which shall apply to all Subsequent Approvals, if requested by developer: (a) ministerial permits and encroachment permits – six (6) months; and (b) discretionary permits (except encroachment permits) – ten (10) months.

7.3.2.2 In the event that the Subsequent Approvals cannot be processed and issued by City within the Targets, City shall utilize an outside third party plan checker or

other consultant support, and City shall consider hiring additional City staff as City reasonably determines is feasible and desirable, all at the sole election and expense of Developer.

7.3.2.3 Processing of discretionary Subsequent Approvals (but not ministerial permits) shall be subject to the application review requirements set forth in Government Code section 65943.

7.3.2.4 The following provisions shall apply to City receipt and processing of applications for ministerial permits.

7.3.2.4.1 Subject to Section 7.3.2.4.2 below, within sixty (60) days after Developer's submission of an application for a ministerial permit to the City official or department responsible for approval of such permit, City will determine in writing whether the application is complete and transmit the determination to Developer. If City determines that the ministerial permit application is not complete, City's written determination shall provide a list that is as reasonably complete as possible of items that are missing or not complete. If City does not provide a written determination within sixty (60) days after receipt of the initial ministerial permit application or a supplemental ministerial permit application, thereafter Developer may send written notice following the noticing procedures in Section 13.3 to (a) the official in charge of the responsible City department (e.g., Chief Building Official, Fire Chief), and (b) the City Attorney, which notice shall prominently state in bold lettering that the permit application in question shall be deemed complete for purposes of City review if City fails to respond within ten (10) business days of receipt of the notice. If City does not respond in writing within such ten (10) business day period either with a determination of completeness or a list of items that are not complete, the application shall be deemed complete, and thereafter City shall consider approval or denial based on the application as submitted and the information it contains.

7.3.2.4.2 City will endeavor in good faith to concurrently process ministerial permits with discretionary permits for development of a Lot if so requested by Developer, subject to City's evaluation in its sole discretion of staff availability and workloads. If Developer submits a ministerial permit application for a Lot prior to approval of discretionary permits for development of that Lot, and City determines in its sole discretion that staff availability and workloads do not allow concurrent processing, the terms and timing provisions in Section 7.3.2.4.1 shall not apply until after final approval of the discretionary permits, unless City notifies Developer prior to such approval that it is able to begin processing the ministerial permit. Developer acknowledges that the processing of ministerial permits (and the costs Developer consequently may bear prior to approval of necessary discretionary permits) shall be at Developer's sole risk.

7.3.3 Miscellaneous.

7.3.3.1 Following issuance of the relevant Subsequent Approvals for development of a particular Lot in the Project or a Building and payment by Developer of the applicable Impact Fees and Community Benefits Payments for such development, City will not charge Developer any additional costs for such Lot or Building, except for City's Processing Fees, inspection fees and other fees set forth in the City's published Master Fee Schedule as of the date of the requested action, for the following actions: (a) issuance of any required ministerial

permits or approvals necessary for the construction and occupation of a Building, provided Developer's applications satisfy all applicable requirements; (b) authorization of year-round site work, provided it satisfies applicable requirements pursuant to Section 7.3.3.3; (c) temporary reductions in parking requirements during construction pursuant to Section 7.3.3.4, provided the reduction is approved in City's reasonable discretion; and (d) granting of encroachment permits, subject to City's reasonable discretion regarding such permits and subject to other costs as specified in Section 7.3.3.5.

7.3.3.2 If consistent with the Project's Vesting Tentative Map and applicable Final Maps, as part of applications for Subsequent Approvals for Lots 2 through 5, City will approve requests to construct garages and bridges that would encroach into PUE's and public street rights-of-way at the locations such garages and bridges cross PUE's and rights-of-way as shown on the applicable Final Map, as part of determining the required scope of PUE's and rights-of-way, taking into consideration City's then-current and possible future requirements regarding such easements and rights-of-way. Developer agrees (a) that designation in the Vesting Tentative Map of future garage and bridge locations does not automatically constitute approval of the depths and heights of such facilities unless and until the respective Final Maps are filed and approved, and (b) City approval of a maximum PUE depth for Phase 1 shall not be deemed City consent to the same or any maximum PUE depth applicable to future development, all of which shall be limited to the depth of top of the second sublevel of the respective subterranean garages; provided, Developer acknowledges that PG&E typically requires that PUE's provide a minimum clearance from its improvements of ten (10) feet vertically and horizontally, which may affect Developer's garage and Lot development designs; and provided further, if Developer does not require any subterranean garage to extend beneath a PUE, then the depth of that PUE will not be limited. Developer further agrees to be liable for and promptly reimburse City for any additional costs City may incur in its use of PUE's and rights-of-ways for utilities arising from Developer's construction encroachments.

7.3.3.3 City agrees that year-round site work, including but not limited to grading, excavation, and hauling, should be acceptable and permitted, upon Developer demonstrating that the necessary storm water pollution protection program ("**SWPPP**") measures are in effect, and any other applicable conditions, mitigation measures, requirements and regulations are satisfied.

7.3.3.4 City agrees to consider in City's reasonable discretion Developer requests to allow temporary reductions in City's off-street parking requirements during construction of the Project. City may require Developer to provide surveys or other documentation demonstrating to City's reasonable satisfaction that adequate parking will serve the Project during the temporary reduction, and that such reduction will not adversely affect other Specific Plan Area properties and businesses or the surrounding community.

7.3.3.5 Developer may, at its discretion, reduce the amount of permanent parking otherwise required for Project development on a Lot by up to one percent (1%) of the parking otherwise required (other than for Phase 1) without a requirement for additional studies or City approval, subject to paying City a Parking In-lieu Fee per parking space eliminated in the amount shown in **Exhibit D** as of the Effective Date, with such fee subject to adjustment annually as set forth in Section 4.1.2 relating to Impact Fees. Any further reduction in off-street

parking requirements for a Lot that Developer may desire must comply with the Applicable City Regulations.

7.3.3.6 City agrees that any grants of encroachment permits in City's right of way and easements for construction of the Project will be subject only to applicable Processing Fees, including for City inspections, but not subject to additional fees or costs, including but not limited to fees for temporary street closures; provided, notwithstanding Section 7.3.3.1, Developer shall be responsible for costs City may incur as a consequence of such street closures, including but not limited to Police Department or Public Works staff time needed to monitor or implement closure; and provided further, Developer acknowledges City's requirement that Developer pay any applicable Shoring Fee for the Shoring Mechanisms pursuant to Section 4.10.

7.3.3.7 City agrees to allow Developer to install enhanced security features at Building entrances and the Project's garages, so long as in compliance with Applicable Law and consistent with the Project Approvals.

7.3.4 CEQA. The Parties acknowledge that certain Subsequent Approvals may legally require additional analysis under CEQA. Nothing contained in this Agreement is intended to prevent or limit the City from complying with CEQA. In acting on Subsequent Approvals, City will rely on the Project CEQA Documentation to the fullest extent permissible by CEQA, including CEQA Guideline Sections 15168(c)(2), 15182, and 15183, as determined by City in the exercise of its independent judgment. In the event additional environmental review is required for a Subsequent Approval, City will limit such additional review to the scope of analysis mandated by CEQA and the subject matter of the Subsequent Approval, and will diligently conduct such additional review, all as determined by City as the lead agency under CEQA in the exercise of its independent judgment. City acknowledges that the California court decision in *McCorkle Eastside Neighborhood Group v. City of St. Helena* (2018) 31 Cal. App. 5th 80, regarding mitigation of environmental impacts as a condition to architectural review of proposed development, limits the authority to require such mitigation to matters within the discretion available to condition approval under the applicable architectural review regulations. City further acknowledges that despite its characterization of encroachment permits as discretionary, grants of encroachment permits in City's right of way and easements for construction of the Project are actions addressed by the Project CEQA Documentation and should not require additional analysis under CEQA absent unusual circumstances.

7.4 Other Agency Subsequent Approvals. City will cooperate with Developer at no cost to City, to the extent appropriate and as permitted by Applicable Law, in Developer's efforts to obtain, as may be required, Other Agency Subsequent Approvals. Developer shall not submit applications for Other Agency Subsequent Approvals or material supporting such applications that are inconsistent, as reasonably determined by City, with this Agreement or the Project Approvals, except to the extent that Developer is also therewith requesting modifications to this Agreement or the Project Approvals that would make this Agreement or the Project Approvals consistent with the applications for the Other Agency Subsequent Approvals.

7.5 Effective Timing and Treatment of Street Abandonment. The Parties acknowledge that recording of the final map for Phase 1 of the Project will effect both (a) the

Street Abandonment with respect to the affected portions of Grundy Lane and Elm Avenue and easements identified on the final map and (b) Developer's offer to dedicate new easements and grant fee title to City for the new alignment of Grundy Lane as identified on the final map; provided, the Parties may agree to effectuate the Street Abandonment and new dedications at another time. Implementation of the Street Abandonment will conform to (a) the applicable requirements of the California Subdivision Map Act, (b) the applicable requirements of the California Streets and Highway Code if such Code applies to the Street Abandonment, and (c) such reasonable requirements as may be specified by City for the timing and manner of street closure that are consistent with this Agreement. To the extent useful or necessary, Developer shall grant temporary easements at the time the final map is recorded for existing utilities that are located within the public streets and easements that are abandoned in order to allow sufficient time for the removal and/or relocation of such utilities and the dedication and acceptance of new permanent easements for such utilities.

ARTICLE 8
AMENDMENT OF AGREEMENT AND PROJECT APPROVALS

8.1 Amendment by Written Consent. Except as otherwise expressly provided herein (including Section 6.1 relating to City's annual review and Section 12.3 relating to termination in the event of a breach), this Agreement may be terminated, modified or amended only by mutual written consent of the Parties hereto or their successors in interest or assignees and in accordance with the provisions of Government Code sections 65967, 65867.5 and 65868.

8.2 Project Approval Amendments. To the extent permitted by Applicable Law, Project Approvals (other than this Agreement) may, from time to time, be amended in the following manner:

8.2.1 Administrative Project Amendments. Upon Developer's written request for an amendment or modification to the Existing Approvals or Subsequent Approvals, the Director will determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement and Applicable Law. If the Director finds, in his or her sole discretion, that the proposed amendment or modification is minor, consistent with this Agreement and Applicable Law, and will result in no new significant impacts not addressed and mitigated in the Project CEQA Documentation, the amendment or modification shall be determined to be an "**Administrative Project Amendment**" and shall not require an amendment to this Agreement. Upon the Director's approval, any Administrative Project Amendment shall be automatically incorporated into the applicable Project Approvals and this Agreement and shall be automatically vested pursuant to this Agreement without requiring an amendment to this Agreement. Without limiting the foregoing, and by way of example, after City approval of the Existing Approvals, Developer requests for lot line adjustments, minor changes in improvement plans, minor changes in land uses involving minimal acreage, minor alterations in vehicle circulation patterns or vehicle access points, minor changes in VMT mitigation and monitoring, minor changes in the amount of parking and parking layout, changes in pathway alignments, substitutions of comparable landscaping for any landscaping previously shown, minor changes in conditions of approval, and variations in the location of structures that do not substantially alter

the infrastructure connections or facilities, that do not substantially alter the design concepts of the Project may be treated as Administrative Project Amendments.

8.2.2 Major Project Amendments. Any amendment to the Project Approvals (other than this Agreement) which is determined not to be an Administrative Project Amendment as set forth in Section 8.2.1 shall be deemed a "**Major Project Amendment**." A Major Project Amendment shall be processed in the same manner and require the same approvals as the original Project Approval, including, where so required, giving of notice and a public hearing before the Planning Commission and City Council in accordance with Applicable Law. The Director will have the authority to determine if an amendment is a Major Project Amendment subject to this Section 8.2.2 or an Administrative Project Amendment subject to Section 8.2.1.

8.3 Amendment of this Agreement. This Agreement may be amended, refined or clarified from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, as follows:

8.3.1 Refinement by Operating Memoranda.

8.3.1.1 The Parties acknowledge that the provisions of this Agreement require a close degree of cooperation between City and Developer, and during the course of implementing this Agreement and developing the Project refinements and clarifications of this Agreement become appropriate and desired with respect to the details of performance of City and Developer. If and when, from time to time, during the Term of this Agreement, City and Developer agree that such a refinement is necessary or appropriate, City and Developer will effectuate such refinement through a memorandum ("**Operating Memorandum**") approved in writing by City and Developer, which, after execution, shall be attached hereto as an addendum and become a part hereof. Any Operating Memorandum may be further refined from time to time as necessary with future approval by City and Developer. No Operating Memorandum shall constitute an amendment to this Agreement requiring public notice or hearing. The City Manager, in consultation with the City Attorney, will make the determination on behalf of City whether a requested refinement may be effectuated pursuant to this Section 8.3.1 or whether the requested refinement is of such a character to constitute an amendment hereof pursuant to Section 8.3.2 below. The City Manager is authorized to execute any Operating Memoranda hereunder on behalf of City.

8.3.1.2 By way of illustration but not limitation of the above criteria for an Operating Memorandum, any refinement of this Agreement which does not substantially affect: (a) the Term; (b) permitted uses of the Property; (c) provisions for the reservation or dedication of land; (d) conditions, terms, restrictions or requirements for Subsequent Approvals; (e) increases in the density or intensity of the use of the Property or the maximum height or size of proposed buildings; (f) monetary contributions by Developer, including Impact Fees or Community Benefits Payments; or (g) the provision of Exactions or Community Benefits, shall be deemed suitable for an Operating Memorandum and the City Manager, except to the extent otherwise required by Applicable Law, may approve the Operating Memorandum without notice and public hearing.

8.3.2 Agreement Amendments. Any revision to this Agreement which is determined not to qualify for an Operating Memorandum as set forth in Section 8.3.1 shall be deemed an "**Agreement Amendment**" and shall require giving of notice and a public hearing before the Planning Commission and City Council in accordance with Applicable Law. The City Manager is authorized in her or her sole discretion to determine if an amendment is an Agreement Amendment subject to this Section 8.3.2 or qualifies for an Operating Memorandum subject to Section 8.3.1.

8.3.3 Requirement for Writing. No modification, amendment or other change to this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing which refers expressly to this Agreement and is signed by duly authorized representatives of both Parties or their successors in interest. Each Operating Memorandum and Agreement Amendment shall upon approval and execution become part of this Agreement. A copy of any change will be provided to the City Council within thirty (30) days of its execution.

8.4 Amendments to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute as those provisions existed as of the date of execution of this Agreement.

8.4.1 No amendment or addition to the Development Agreement Statute or any other federal or state law or regulation that would materially adversely affect the interpretation or enforceability of this Agreement or would prevent or preclude compliance with one or more provisions of this Agreement shall be applicable to this Agreement, unless such amendment or addition is specifically required by a Change in the Law or is mandated by a court of competent jurisdiction.

8.4.2 If such amendment or change is permissive (as opposed to mandatory), this Agreement shall not be affected by same unless the Parties mutually agree in writing to amend this Agreement to permit such applicability.

8.4.3 In the event that the application of such new law or regulation to this Agreement is mandatory (as opposed to permissive), the Parties will meet in good faith to determine the feasibility of any modification or suspension of this Agreement that may be necessary to comply with such new law or regulation and to determine the effect such modification or suspension would have on the purposes and intent of this Agreement and the Vested Elements. Following such meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended but only to the minimum extent necessary to comply with such new law or regulation. Developer and/or City will have the right to challenge any new law or regulation, or its application to this Agreement, that would prevent compliance with the terms of this Agreement, and in the event such challenge is successful this Agreement shall remain unmodified and in full force and effect except as the Parties may mutually agree.

8.4.4 During the time such new law or regulation or its application to this Agreement is challenged in good faith by a Party, the Term of this Agreement may be extended for up to six (6) years, after which if the Parties cannot mutually agree to a modification or suspension as described above either Party may terminate this Agreement.

ARTICLE 9
INSURANCE, INDEMNITY AND COOPERATION IN THE EVENT OF LEGAL CHALLENGE

9.1 Insurance Requirements. Prior to commencement of construction activities (including demolition) and through completion of all construction activities for the Project, Developer shall procure and maintain, or cause its contractor(s) to procure and maintain, a commercial general liability policy in an amount not less than Five Million Dollars ($5,000,000) combined single limit, including contractual liability together with a comprehensive automobile liability policy in the amount of Two Million Dollars ($2,000,000), combined single limit. Such policy or policies shall be written on an occurrence form. Developer's insurance shall be placed with insurers with a current A.M. Best's rating of no less than A-:VII or a rating otherwise approved by the City in its sole discretion. Developer shall furnish at City's request appropriate certificate(s) of insurance evidencing the insurance coverage required hereunder, and City Parties shall be named as additional insured parties in such policies. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination (ten (10) days advance notice in the case of cancellation for nonpayment of premiums) where the insurance carrier provides such notice to the Developer. Coverage provided hereunder by Developer shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City. The insurance requirements under this Agreement may be adjusted by City (in consultation with its insurance advisors) not more often than once every five (5) years during the Term for the purpose of increasing the minimum limits of insurance from time to time, which increased limits shall be reasonable and customary for similar agreements in accordance with generally accepted insurance industry standards.

9.2 Indemnity and Hold Harmless.

9.2.1 Developer shall indemnify, defend (with counsel reasonably acceptable to City) and hold harmless City Parties from and against any and all Claims, including Claims for any bodily injury, death, or property damage, resulting directly or indirectly from development or construction of the Project, from operation of the Project and the acts or omissions of Developer and Project tenants during occupancy of the Project, and from implementation of the Project Approvals by City or Developer, and, if applicable from compliance with the terms of this Agreement, and/or from any other acts or omissions of Developer under this Agreement, whether such acts or omissions are by Developer or any of Developer's contractors, subcontractors, agents or employees; provided that Developer's obligation to indemnify and hold harmless (but not Developer's duty to defend) shall be limited (and shall not apply) to the extent such Claims are found to arise from the gross negligence or willful misconduct of a City Party. This Section 9.2 includes any and all present and future Claims arising out of or in any way connected with Developer's or its contractors' or subcontractors' obligations to comply with any applicable State Labor Code requirements and implementing regulations of the Department of Industrial Relations pertaining to "public works" (collectively, "**Prevailing Wage Laws**"), including but not limited to all claims that may be made by contractors, subcontractors or other

third party claimants pursuant to Labor Code sections 1726 and 1781. Developer's obligations under this Section 9.2 shall survive expiration or earlier termination of this Agreement. In the event of an inconsistency between this Section 9.2.1 and any provision in any Project Approval or in the Municipal Code regarding Developer's obligations to indemnify, defend or hold harmless City and the City Parties, or Developer's lack of such obligations, the provision providing the broadest and strongest protection for City and the City Parties shall govern.

9.2.2 Construction of Project improvements within a public utility easement ("**PUE**") or public street right-of-way shall be subject to the following terms.

9.2.2.1 City's approval of Phase 1 includes (a) construction of underground garages serving Lot 1N and Lot 1S which will be located beneath two PUEs running parallel to and along each side of Grundy Lane, (b) construction of an underground tunnel beneath the Grundy Lane right-of-way and the two PUEs connecting the two garages, and (c) construction of a pedestrian bridge over the Grundy Lane right-of-way and the two PUEs connecting the new buildings on Lot 1N and Lot 1S (cumulatively, the "**Overlapping Improvements**"). Developer acknowledges that City and other utility providers may use the PUEs and Grundy Lane right-of-way to install underground utility lines, initially as part of Phase 1 development and thereafter as they may require from time to time, and that City and the other utility providers may require excavating within the PUEs and Grundy Lane right-of-way to maintain and replace such utility lines or install new utility lines. City has agreed to limit the depth of the PUEs within the Phase 1 portion of the Property to seven (7) feet below finished grade to accommodate Developer's Phase 1 garage improvements.

9.2.2.2 Developer acknowledges the risk that such work by City and other utility providers may directly or indirectly result in damage to the Phase 1 improvements, including but not limited to breaching garage waterproofing causing water infiltration. Developer also acknowledges the risk of damage resulting from placement of the Overlapping Improvements beneath utility lines, including but not limited to water from a leaking pipeline entering a garage. Developer hereby waives all claims against City and other utility providers, and against their contractors, subcontractors and others working on behalf of City and other utility providers, that may arise regarding such utility work or such damage, and Developer assumes such risk, accepts all liability, and shall indemnify, defend and hold City and the other utility providers harmless from any third-party claims that may arise from such work or such damage, Developer acknowledges ____Condition No. __, which requires Developer to record against title to the Phase 1 portion of the Property as a condition to issuance of the Payment Obligation Permit, documentation acknowledging this risk and Developer's waiver of claims, acceptance of liability and indemnification commitment prior to (the "**Overlap Liability Acknowledgment**").

9.2.2.3 Depending on circumstances, Developer's plans for development of future portions of the Project also may include a request to build similar Overlapping Improvements within and beneath PUEs and public street rights-of-way, or to allow additional encroachments within PUEs. Developer agrees that City's willingness to consider and allow such encroachments will be conditioned on Developer recording a similar Overlap Liability Acknowledgment on title to the subject portion(s) of the Property. The City's review of tunnels, garages, and bridges shall be subject to Section 7.3.3.2 herein.

9.3 Defense and Cooperation in the Event of a Litigation Challenge. City and Developer shall cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official challenging City's consideration and/or approval of this Agreement or the Project Approvals, or challenging the validity of any provision of this Agreement or the Project Approvals ("**Litigation Challenge**"), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. To the extent Developer desires to contest or defend such Litigation Challenge: (a) Developer shall take the lead role defending such Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice, with the costs of such representation, including Developer's administrative, legal and court costs, paid solely by Developer; (b) City may, in its sole discretion, elect to joint representation by Developer's counsel or be separately represented by an experienced litigation attorney of City's choosing, at billing rates no higher than those commensurate with the higher of (i) the billing rates of litigation attorneys at the law firm of Burke, Williams & Sorenson or (ii) the billing rates then charged to Developer by Developer's litigation attorney, with the costs of such representation including City's administrative, legal, and court costs and City Attorney oversight expenses, paid by Developer; (c) the Parties shall affirmatively cooperate in defending the Litigation Challenge and execute a joint defense and confidentiality agreement in order to share and protect information, under the joint defense privilege recognized under applicable law; and (d) Developer shall indemnify, defend, and hold harmless City Parties from and against any damages, attorneys' fees or cost awards, including attorneys' fees awarded under Code of Civil Procedure section 1021.5, assessed or awarded against City by way of judgment, settlement, or stipulation. Any proposed settlement of a Litigation Challenge shall be subject to City's and Developer's approval not to be unreasonably withheld, conditioned or delayed. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement or any Project Approvals, the settlement shall not become effective unless such amendment or modification is approved by City and Developer in accordance with Applicable Law, and City reserves its full legislative discretion with respect to any such City approval. If Developer opts not to contest or defend such Litigation Challenge, City will have no obligation to do so. To the extent that any Litigation Challenge (including but not limited to based on City's actions taken pursuant to CEQA) results in the entry of a final judgment or order preventing Developer's right to proceed with the Project or any material portion thereof under this Agreement (whether the Project commenced or not), Developer may elect to terminate this Agreement. Developer shall reimburse City for its costs incurred in connection with the Litigation Challenge within thirty (30) days following City's written demand therefor, which may be made from time to time during the course of such litigation. Developer's obligations under this Section 9.3 shall survive expiration or earlier termination of this Agreement.

9.4 Public Records Act Requests. Developer shall reimburse City for all costs and fees associated with City's response to Public Records Act requests related to this Agreement, the Project Approvals, the Property and the Project. City will confer with Developer prior to responding to any Public Records Act requests; provided, City will have full control and authority over its response.

ARTICLE 10
ASSIGNMENT, TRANSFER AND NOTICE

10.1 Assignment and Transfer. Material consideration and incentive for City agreeing to enter into this Agreement and agreeing to grant the Existing Approvals are those Community Benefits described in Article 5 and the Property being developed and operated as the Project. For that reason, certain restrictions on the right of Developer to assign or transfer its interest under this Agreement with respect to the Property during the Term are necessary in order to assure the achievement of the goals, objectives and Community Benefits of the Project and this Agreement. Developer agrees to and accepts the restrictions set forth in this Section 10.1 as reasonable and as a material inducement for City to enter into this Agreement.

10.1.1 Assignment Criteria. Except as otherwise provided in Section 10.1.2 and Section 10.3, during the Term, Developer shall have the right to assign or transfer (each a "**Transfer**") in whole or in part, its rights, duties and obligations under this Agreement to any person, partnership, joint venture, firm, company, corporation or other entity (any of the foregoing, a "**Transferee**"), if Developer or the Transferee satisfies the following conditions, subject to prior review and written confirmation by City in its reasonable discretion that each condition is satisfied:

10.1.1.1 Such Transfer shall only occur together with a transfer of the Property, or portion thereof, and in the event of a Transfer involving only a portion of the Property Developer shall retain all rights, duties and obligations under this Agreement as to the retained portion of the Property;

10.1.1.2 The proposed Transferee provides acceptable and verifiable documentation that it has sufficient financial resources to undertake development and/or operation of the Project, and otherwise perform the payment and other obligations of Developer under this Agreement; and

10.1.1.3 Developer is not in Default under this Agreement, or the Transferee agrees to cure any Default promptly after the assignment.

10.1.2 Affiliate Assignment. Notwithstanding the foregoing criteria in Section 10.1.1, Developer may assign its rights under this Agreement to any corporation, limited liability company, partnership or other entity which is directly or indirectly controlling of, controlled by, or under common control with Developer, and "control," for purposes of this definition, means effective management and control of the other entity, subject only to major events requiring the consent or approval of the other owners of such entity ("**Affiliated Party**"). Developer shall provide verifiable documentation that the Transferee proposed pursuant to this Section 10.1.2 qualifies as an Affiliated Party, sufficient and acceptable in City's reasonable discretion, and such Transfer shall not occur without City's written confirmation of such qualification. A Transfer to a qualified Affiliated Party does not require City's consent. The Parties acknowledge that the following are qualified as Affiliated Parties of Developer: (i) Alphabet, Inc., parent company of Google LLC; (ii) any affiliate of Google LLC or Alphabet, Inc.; and (iii) any entities related to Google LLC or Alphabet, Inc. as a result of merger, acquisition, operation of law or by order of a court of competent jurisdiction.

10.1.3 Notice. At least thirty (30) days prior to Developer's desired Transfer date, Developer shall provide City with written notice of any proposed Transfer together with such information needed to document satisfaction of the conditions in Section 10.1 required for a Transfer. Each such notice shall be accompanied by evidence of Transferee's assumption of Developer's obligations hereunder in the form of **Exhibit E** (the "**Assignment and Assumption Agreement**"), which shall be recorded in the Official Records of San Mateo County (assuming City approves the Transfer if required by Section 10.1) concurrent with Transfer to the Transferee. Developer specifically acknowledges that a Transfer to an Affiliated Party shall require an Assignment and Assumption Agreement.

10.1.4 City Consent. City will provide its written consent or other response within thirty (30) days of City's receipt of the notice and all documentation City may require in its reasonable discretion. City will not be liable for any delay in Developer completing a Transfer due to Developer's failure or delay in providing the documentation City reasonably requires to consent to the Transfer.

10.1.5 Payment of Costs. Developer shall pay the actual costs borne by City in connection with any review of the proposed Transfer, including costs of attorney review.

10.1.6 Non-Transfer. The following shall not be considered a Transfer and shall not be subject to Section 10.1: (i) leases, subleases, licenses, other occupancy agreements, or easements, so long as such arrangement does not involve construction of a portion of the Project; (ii) the granting of any mortgage or deed of trust or any foreclosure thereof or deed-in-lieu with respect thereto; provided, such actions shall not affect Developer's obligations under the Project Approvals and this Agreement or relieve any portion of the Property or Project from the terms and conditions of the Project Approvals and this Agreement; (iii) any change, directly or indirectly, in the ownership interests of Developer or any Affiliated Party or any Transferee or any of their respective affiliates, provided such change (a) does not materially adversely affect the ability of Developer, an Affiliated Party to whom a Transfer has been made, or another Transferee to satisfy the obligations of Developer under the Project Approvals and this Agreement, financial or otherwise, and (b) in the case of an Affiliated Party to whom a Transfer has been made, does not alter its status as an Affiliated Party as defined in Section 10.1.2; (iv) joint ventures in which Developer or any Affiliated Party has major decision rights; and (v) any transfer of land or improvements to City or City's designee or to non-profits in satisfaction of obligations under this Agreement or the Project Approvals.

10.2 Release of Transferring Developer. Notwithstanding any sale, Transfer or assignment of the Property, in whole or in part, Developer shall continue to be obligated under this Agreement as to all of the Property so transferred unless and until (a) City has consented to the assignment as provided above (except for a Transfer to an Affiliated Party which does not require City consent) and receives and records Transferee's Assignment and Assumption Agreement, or (b) with respect to Transfers entered into after the issuance of a certificate of occupancy pursuant to Section 10.4, City receives a fully executed and recordable Assignment and Assumption Agreement from Developer. Upon providing such Assignment and Assumption Agreement to City, any Default by a Transferee of any rights, duties, obligations or interests so transferred and assumed by the Transferee shall not thereby constitute a Default by Developer with respect to the rights, duties, obligations or interests not transferred.

10.3 Assignment to Financial Institutions or Mortgagee.

10.3.1 Notwithstanding any other provision of this Agreement, Developer may assign all or any part of its rights and duties under this Agreement to any financial institution or Mortgagee from which Developer has borrowed funds for use in acquiring the Property and constructing and/or operating the Project and neither such assignment nor the financing shall require consent from City; provided, City shall be given notice of such intended assignment at least ten (10) Business Days beforehand, and before such assignment may take effect such financial institution or Mortgagee shall either give City confirmation acknowledging and agreeing that its interest in the Property (or enter into a commercially reasonable subordination agreement agreeing that its interest in the Property) (a) is subject and subordinate to this Agreement, and (b) specifically is subject to Section 10.3.2 . Developer shall provide a copy of the deed of trust to City within ten (10) Business Days following execution thereof. A conditional assignment or other transfer by a financial institution or Mortgagee back to Developer as part of any financing transaction shall not require City's consent.

10.3.2 Assignment of this Agreement in connection with foreclosure of the Property or a deed in lieu of foreclosure shall not require the consent of City, provided that any person acquiring title or taking possession of the Property from a financial institution or Mortgagee following a foreclosure or deed in lieu of foreclosure must satisfy the criteria for a Transferee in Section 10.1.1, with documentation of such satisfaction provided to City before transfer of title or possession, to the extent there also is a proposed Transfer of an interest in this Agreement.

10.4 Consent Not Required After Issuance of Certificate of Occupancy. Upon the issuance of a certificate of occupancy for any development phase of the Project, the restrictions on Transfers set forth in this Article 10 shall no longer apply to any Transfer in whole or in part of Developer's rights, duties and obligations under this Agreement to any Transferee made in connection with the transfer of all or a portion of that phase; provided, Developer still must provide City notice and an executed and recordable Assignment and Assumption Agreement pursuant to Section 10.1.3.

10.5 Successive Transfers. In the event there is more than one Transfer under the provisions of this Article 10, the provisions of this Article 10 shall apply to each successive Transfer and Transferee.

ARTICLE 11
MORTGAGEE PROTECTION

11.1 Mortgagee Protection. This Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, subject to Section 10.3.2 regarding subsequent Transfer. This Agreement shall be superior and senior to any lien placed upon the Property or any portion of the Property after the date of recording of this Agreement, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value. Nothing in this

Agreement shall prevent or limit Developer, at its sole discretion, from granting one or more Mortgages encumbering all or a portion of Developer's interest in the Property or portion thereof or improvement thereon as security for one or more loans or other financing, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of Mortgagee who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Developer shall provide the City with a copy of the deed of trust or mortgage within ten (10) days after its recording in the official records of San Mateo County so as to demonstrate its subordination to this Agreement; provided, however, that Developer's failure to provide such document shall not affect any Mortgage, including without limitation, the validity, priority or enforceability of such Mortgage.

11.2 Mortgagee Not Obligated. No Mortgagee (including one who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall have any obligation or duty under this Agreement to perform Developer's obligations or other affirmative covenants of Developer hereunder, or to construct or complete construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any use except in full compliance with this Agreement and the Project Approvals nor to construct any improvements thereon or institute any uses other than those uses or improvements provided for or authorized by this Agreement, or otherwise under the Project Approvals.

11.3 Notice of Default to Mortgagee. If City receives a notice from a Mortgagee requesting a copy of any Notice of Default given Developer hereunder and specifying the address for service thereof, then City will deliver to such Mortgagee, concurrently with service thereon to Developer, any Notice of Default or determination of noncompliance with this Agreement given to Developer. Each Mortgagee shall have the right (but not the obligation) during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of Default claimed or the areas of noncompliance set forth by City. If a Mortgagee is required to obtain possession of the Property (or a portion thereof) in order to cure or remedy any Default, the time to cure shall be tolled so long as the Mortgagee is attempting in good faith and diligently to obtain possession, including by appointment of a receiver or foreclosure, and the Mortgagee shall be deemed to have timely cured or remedied the Default, provided the Mortgagee commences the proceedings necessary to obtain possession within thirty (30) days after receipt of the Notice of Default, diligently pursues such proceedings to completion, and after obtaining possession diligently completes such cure or remedy.

11.4 No Supersedure. Nothing in this Article 11 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision or public improvement agreement or other obligation incurred with respect to the Project outside this Agreement, nor shall any provision of this Article 11 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 11.3.

11.5 Mortgagee Requested Amendments. The Parties agree that they will make reasonable amendments to this Agreement, at the expense of Developer, to meet the requirements of any lender or Mortgagee for the Project. For the purposes of this Section 11.5, a reasonable amendment is one that does not relieve the Parties of any of their material obligations

under this Agreement or impair the ability of the Parties to enforce the terms of this Agreement. City further agrees that if requested to make a reasonable amendment to the Mortgagee protection provisions of this Agreement required to conform to current industry practice, as determined by City, City will consider if such qualifies for an Operating Memorandum.

11.6 Priority of Development Agreement. Developer represents and warrants to City in Section 2.2.5 that there are no existing liens or encumbrances that could eliminate Developer's obligations under this Agreement, and Developer has provided City title reports for the Property showing no prior lien or encumbrance (other than mechanic's or materialmen's liens, or liens for taxes or assessments that are not yet due) against the Property or any portion thereof that, upon foreclosure, would be free and clear of the obligations set forth in this Agreement. If the Parties determine that there are any such liens and encumbrances, Developer covenants to obtain and record written instruments from the beneficiaries thereunder, in a form approved by the City Attorney in his/her reasonable discretion, subordinating their interest in the Property or portion thereof to this Agreement, and failure of Developer to do so shall be deemed a Default under this Agreement. After recordation of this Agreement, Developer shall provide updated title reports to show this Agreement as recorded against the Property and to confirm there are no such prior recorded liens or encumbrances.

ARTICLE 12
DEFAULT; REMEDIES; TERMINATION

12.1 Breach and Default. Subject to a Permitted Delay in Section 2.2.3, except as otherwise provided by this Agreement, breach of, failure, or delay by either Party to perform any term or condition of this Agreement shall constitute a "**Default**." In the event of any alleged Default of any term, condition, or obligation of this Agreement, the Party alleging such Default shall give the defaulting Party notice in writing specifying the nature of the alleged Default and the manner in which the Default may be satisfactorily cured ("**Notice of Breach**"). The defaulting Party may request that the Parties meet and confer to discuss the alleged Default within thirty (30) days following receipt of the Notice of Breach. Unless the Parties agree to extend the cure period, the defaulting Party shall cure the Default within thirty (30) days following receipt of the Notice of Breach, provided, however, if the nature of the alleged Default is non-monetary and such that it cannot reasonably be cured within such thirty (30) day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter at the earliest practicable date, shall be deemed to be a cure, provided that if the cure is not so diligently prosecuted to completion, then no additional cure period shall be required to be provided. If the alleged failure is cured within the time provided above, then no Default shall exist and the noticing Party shall take no further action to exercise any remedies available hereunder. If the alleged failure is not cured, then a Default shall exist under this Agreement and the non-defaulting Party may exercise any of the remedies available under this Agreement.

12.2 Actions During Cure Period. City will continue to process in good faith development applications during any cure period following a Notice of Breach so long as Developer has adequately funded such processing through the Processing Agreement; provided, City need not approve any such application or issue any permit for the Project if (a) the Default involves failure to timely make any payment owed by Developer under this Agreement, (b) the

Default involves failure to satisfy an obligation imposed on Developer directly relating to a non-monetary Community Benefit described in Article 5; or (c) the City Manager determines that the application or permit directly relates to an alleged Default by Developer. If there is a dispute regarding the existence of a Default, the Parties shall otherwise continue to perform their obligations hereunder, to the maximum extent practicable in light of the disputed matter and pending its resolution or termination of this Agreement as provided herein. This provision is in addition to and shall not limit any actions that City may take to enforce the conditions of the Project Approvals.

12.3 Termination. In the event of an uncured Default by a Party, the non-defaulting Party shall have the right to terminate this Agreement upon giving notice of intent to terminate pursuant to Government Code section 65868 and City regulations implementing such section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review in the manner set forth in Government Code section 65867 and City regulations implementing said section. Following consideration of the evidence presented in said review before the City Council, a Party alleging uncured Default by the other Party may give written notice of termination of this Agreement to the other Party. Termination of this Agreement shall be subject to the provisions of Section 12.9.

12.4 Limitation on Cross-Defaults. Subject to Section 10.2 regarding Developer's continued obligations following a Transfer, if Developer as assignor ("**Assignor**") Transfers its rights, duties, and obligations under this Agreement in part, but not in whole, to a Transferee in connection with the transfer of a portion of the Property to the Transferee, then (a) if a Default under this Agreement shall occur with respect to Assignor, such Default shall not constitute a Default with respect to the Transferee or any other Transferee, and shall not entitle City to terminate or modify this Agreement as to the Transferee or any other Transferee, and (b) if a Default under this Agreement shall occur with respect to the Transferee, such Default shall not constitute a Default with respect to Developer or any other Transferee, and shall not entitle City to terminate or modify this Agreement as to Developer or any other Transferee.

12.5 Legal Actions.

12.5.1 Institution of Legal or Equitable Actions. In addition to any other rights or remedies, a Party may institute legal or equitable action for mandamus, specific performance or other injunctive or declaratory relief to cure, correct or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation thereof, or to obtain any other remedies consistent with the purpose and terms of this Agreement. Any such legal action shall be brought in the Superior Court for San Mateo County, California, except for actions that include claims in which the Federal District Court for the Northern District of the State of California has original jurisdiction, in which case the Northern District of the State of California shall be the proper venue.

12.5.2 Acceptance of Service of Process. In the event that any legal action is commenced by Developer against City, service of process on City shall be made by personal service upon the City Clerk of City or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Developer, service of process on

Developer shall be made by personal service upon Developer's General Counsel, Developer's registered agent for service of process, or in such other manner as may be provided by law.

12.6 Rights and Remedies Are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party, except as otherwise expressly provided herein.

12.7 No Damages. In no event shall a Party, or its boards, commissions, officers, agents employees, shareholders, members or partners be liable in damages for any Default under this Agreement, it being expressly understood and agreed that the sole legal remedy available to a Party for a breach or violation of this Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or fees or the performance of obligations requiring an obligation of money from the other Party under the terms of this Agreement including, but not limited to, obligations to pay attorneys' fees and obligations to advance monies or reimburse monies. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

12.8 Resolution of Disputes. With regard to any dispute involving the Project, the resolution of which is not provided for by this Agreement or Applicable Law, a Party shall, at the request of another Party, meet with designated representatives of the requesting Party promptly following its request. The Parties to any such meetings shall attempt in good faith to resolve any such disputes. In the event the Parties are unable to resolve the issue and reach an agreement within fourteen (14) days, either Party may initiate judicial proceedings. Nothing in this Section 12.8 shall in any way be interpreted as requiring that Developer or City reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the Parties to such meetings. Nothing in this Section 12.8 shall require a Party to postpone instituting any injunctive proceeding or to pursue resolution under this Section 12.8 if it believes in good faith that such postponement will cause irreparable harm to such Party.

12.9 Surviving Provisions. In the event this Agreement is terminated, neither Party shall have any further rights or obligations hereunder, except for (a) those obligations of Developer which by their terms survive expiration or termination hereof, including but not limited to those obligations set forth in Sections 9.2 and 9.3, (b) any obligations of the Parties relating to already-approved Project Approvals applicable to a Building that has commenced construction in reliance thereon, and (c) any monetary obligations of Developer connected to Project Approvals on which Developer continues to rely for construction on the Property.

ARTICLE 13
GENERAL PROVISIONS

13.1 Condemnation. As used herein, "**Material Condemnation**" means a condemnation of all or a portion of the Property that will have the effect of materially impeding or preventing development of the Project in accordance with this Agreement and the Project Approvals. In the event of a Material Condemnation, Developer may (a) request City to amend this Agreement in accordance with the Development Agreement Statute and/or to amend the Project Approvals, which amendment shall not be unreasonably withheld; (b) decide, in its sole discretion, to challenge the condemnation; and/or (c) deliver a written notice of termination to City declaring a Material Condemnation, which City may elect to dispute. If the condemnation is not a Material Condemnation, Developer shall have no right to terminate this Agreement pursuant to this Section 13.1. Nothing in this Agreement shall be, or deemed to be, any waiver or release by Developer of any compensation or damages awarded pursuant to a Material Condemnation.

13.2 Covenants Binding on Successors and Assigns and Run with Land. Except as otherwise more specifically provided in this Agreement, this Agreement and all of its provisions, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, lessee, and all other persons or entities acquiring the Property, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code section 65868.5, and shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws.

13.3 Notice. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows.

To City: City of San Bruno
567 El Camino Real
San Bruno, CA 94066
Attn: City Manager

with a copy to: City of San Bruno
567 El Camino Real
San Bruno, CA 94066
Attn: City Attorney

To Developer:	Google LLC 1600 Amphitheatre Parkway Mountain View, CA 94043 Attn: San Bruno Real Estate and Workplace Services
	and
	Google LLC 1600 Amphitheatre Parkway Mountain View, CA 94043 Attn: Legal Department/RE Matters
with a copy to:	Allen Matkins Leck Gamble Mallory & Natsis LLP Three Embarcadero Center, 12th Floor San Francisco, CA 94111 Attn: Land Use Team/David H. Blackwell, Esq.

Either Party may update or change the person and addresses for the receipt of notices under this Section 13.3 from time-to-time by delivering written notice to the other Party designating the new person or address, at least ten (10) days prior to the name and/or address change.

13.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.5 Waivers. Notwithstanding any other provision in this Agreement, any failures or delays by any Party in asserting any of its rights and remedies under this Agreement shall not operate as a waiver of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. A Party may specifically and expressly waive in writing any condition or breach of this Agreement by the other Party, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. Consent by one Party to any act or failure to act by the other Party shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts or failures to act in the future.

13.6 Construction of Agreement. All Parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Unless the context clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; (e) "includes" and "including" are not limiting; and (f) "days" means calendar days unless specifically provided otherwise.

13.7 Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

13.8 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, or unenforceable, in whole or in part for any reason, the remaining terms and provisions of this Agreement shall continue in full force and effect; provided, if the invalidation, voiding or unenforceability would deprive either City or Developer of material benefits derived from this Agreement, or make performance under this Agreement unreasonably difficult, then City and Developer shall meet and confer and shall make good faith efforts to amend or modify this Agreement in a manner that is mutually acceptable to City and Developer. Notwithstanding the foregoing, if an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provisions, in which case any Party deprived of an essential benefit thereunder shall have the option to terminate this Agreement from and after such determination by providing written notice thereof to the other Party.

13.9 Time is of the Essence. Time is of the essence of this Agreement. All references to time in this Agreement shall refer to the time in effect in the State of California. The time limits set forth in this Agreement (other than the Term) may be extended by Permitted Delays or mutual consent in writing of the Parties in accordance with the provisions of this Agreement.

13.10 Other Necessary Acts. Each Party shall in good faith do all things as may reasonably be necessary or appropriate to carry out this Agreement, and the Project Approvals, and to execute with acknowledgment or affidavit if required and deliver to the other, file or submit all such further information, instruments and documents as may be reasonably necessary to carry out the purposes and objectives of the Project Approvals and this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges under this Agreement. By way of illustration but not limitation, by adopting the Enacting Ordinance and approving this Agreement, the City Council authorizes the City Manager to execute and record such quitclaim deeds or other documents required by a title insurance company to evidence the Street Abandonments.

13.11 Authority. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

13.12 Entire Agreement. This Agreement (including all Recitals and all exhibits attached hereto, each of which is fully incorporated herein by reference), integrates all of the terms and conditions mentioned herein or incidental hereto, and constitutes the entire understanding of the Parties with respect to the subject matter hereof, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, representations, and statements are terminated and superseded by this Agreement.

13.13 Estoppel Certificate. Developer or its lender may, at any time, and from time to time, deliver written notice to City requesting City to certify in writing to Developer or any Mortgagee (a) that this Agreement is in full force and effect; (b) that this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications, or terminated or, if so terminated, identifying the subject of termination; (c) that to City's knowledge neither Developer nor City is in Default of the performance of their obligations, and that to City's knowledge no events exist that would with the passing of time or giving of notice or both constitute a Default, or if in Default, to describe therein the nature and extent of any such Defaults; (d) those obligations under this Agreement that have been satisfied since the date of the last annual review and those obligations under this Agreement that remain unsatisfied; and (e) such other information or matters relating to this Agreement and/or the Project as may be reasonably requested by Developer. Developer shall pay, within thirty (30) days following receipt of City's invoice, the actual costs borne by City in connection with its review of the proposed estoppel certificate, including the costs of attorney review. The City Manager is authorized to execute any certificate requested by Developer hereunder. The form of estoppel certificate shall be in a form reasonably acceptable to the City Attorney. The City Manager will execute and return such certificate within twenty (20) days following Developer's request therefor. Developer and City acknowledge that a certificate hereunder may be relied upon by tenants, transferees, lenders, investors, partners, bond counsel, underwriters, bond holders and Mortgagees. The request shall clearly indicate that failure of the City to respond within the twenty-day period will lead to a second and final request. Failure to respond to the second and final request within fifteen (15) days of receipt thereof shall be deemed approval of the estoppel certificate.

13.14 Recordation of Termination. Upon completion of the Project and Developer's payment of all Impact Fees and Community Benefits Payments under Article 4 and Developer's completion of the requirements, obligations and payments under Article 5, or upon any earlier termination of this Agreement upon the mutual written consent of the Parties or as otherwise expressly provided herein, a written statement acknowledging Developer's satisfaction of all obligations under this Agreement or such termination, in form and content reasonably satisfactory to the Parties, shall be provided by City to be executed by the Parties and recorded by City or Developer in the Official Records of San Mateo County; provided, such recorded document shall identify and preserve those obligations and requirements in this Agreement that survive termination.

13.15 City Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City, unless specifically provided otherwise or the context requires otherwise.

13.16 Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that no Party to this Agreement is acting as the agent of any other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the affairs of the City, or otherwise, or cause them to be considered joint venturers or members of any joint enterprise.

13.17 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the signatory Parties and their successors and assigns, including Mortgagees. No other person or entity shall have any right of action based upon any provision in this Agreement, and no other person or entity shall have any third party beneficiary status.

13.18 Governing State Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of San Mateo, State of California, or the Federal District Court for the Northern District of California.

13.19 Exhibits. The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

Exhibit A:	Property Legal Description
Exhibit B:	Depiction of the Property
Exhibit C:	Project Lot Development Plan
Exhibit D:	Lot Allotments, Existing Impact Fees & Community Benefits Payments
Exhibit E:	Form of Assignment and Assumption Agreement
Exhibit F:	Architectural Review Permit Procedures
Exhibit G:	VMT Monitoring and Mitigation Plan

If the County Recorder refuses to record any exhibit, the City Clerk may replace it with a single sheet bearing the exhibit identification letter, stating the title of the exhibit, the reason it is not being recorded, and that the original, certified by the City Clerk, is in the possession of the City Clerk and will be reattached to the original when it is returned by the recorder to the City Clerk.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

DEVELOPER: **GOOGLE LLC**

DocuSigned by:
By: David Radcliffe
F37A44F1A00C4A3...

Print Name: David Radcliffe

Title: VP, REWS /GSRS

CITY: **CITY OF SAN BRUNO**
a general law city and municipal corporation

By: _____
Jovan D. Grogan, City Manager

ATTEST:

_____
Melissa Thurman, City Clerk

APPROVED AS TO FORM:

_____
Marc Zafferano, City Attorney

[Signatures must be notarized.]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of_____)

On _____, before me,_____,
(insert name and title of the officer)

notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On , before me,_____,
(insert name and title of officer)

notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

EXHIBIT B

DEPICTION OF PROPERTY

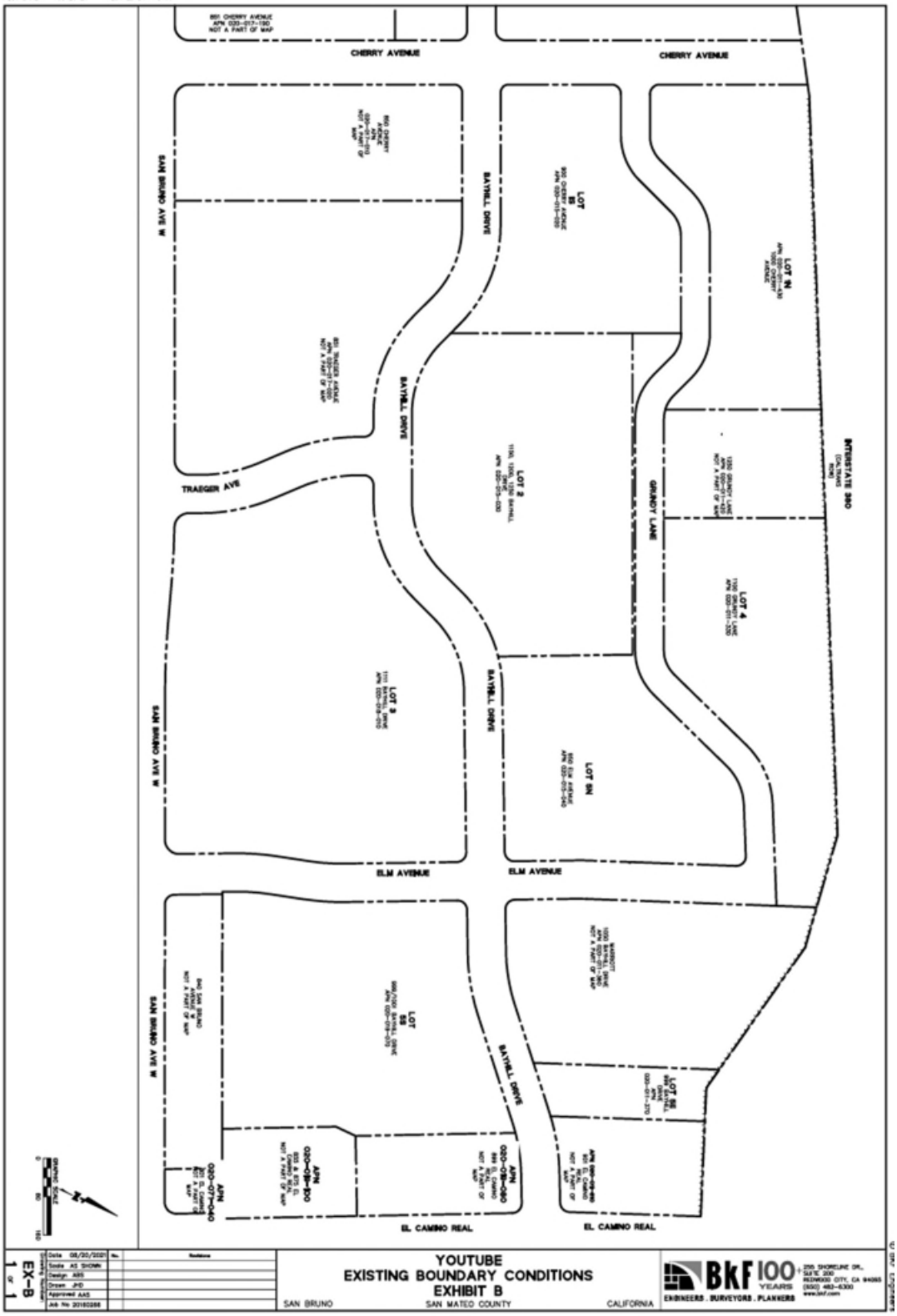

EXHIBIT C
PROJECT LOT DEVELOPMENT PLAN

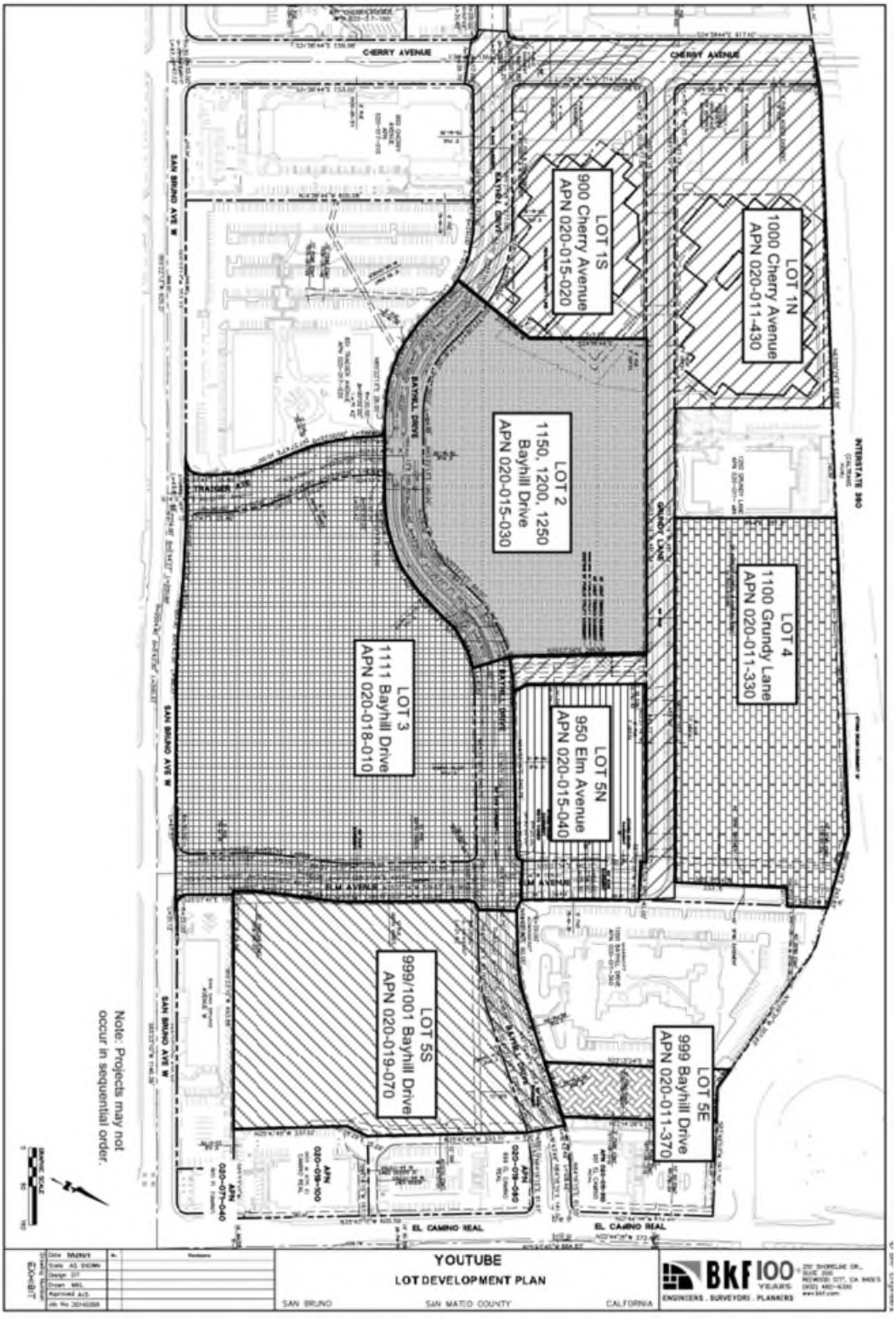

EXHIBIT D

LOT ALLOTMENTS, EXISTING IMPACT FEES & COMMUNITY BENEFITS PAYMENTS

Address	Lot	New Construction	Existing to be Demolished	Net New	Citywide DIF & Housing Fee	Bayhill ADIF	Community Benefits*	Total Fee**
1000 Cherry	1N	248,000	0	248,000	$8,389,840	$1,736,000	$8,680,000	$18,805,840
900 Cherry	1S	192,000	0	192,000	$6,495,360	$1,344,000	$6,720,000	$14,559,360
1150-1250 Bayhill	2	440,000	138,524	301,476	$10,198,933	$2,110,332	$10,551,660	$22,860,925
1111 Bayhill	3	570,000	206,137	363,863	$12,309,485	$2,547,041	$12,735,205	$27,591,731
1100 Grundy	4	430,000	101,123	328,877	$11,125,909	$2,302,139	$11,510,695	$24,938,743
950 Elm	5N	158,667	106,099	52,568	$1,778,375	$367,976	$1,839,880	$3,986,231
999-1001 Bayhill*	5S	431,704	140,969	290,735	$9,835,565	$2,035,145	$4,028,570	$15,899,280
020-011-370*	5E	40,510	0	40,510	$1,370,453	$283,570	$0	$1,654,023
Total		2,510,881	692,852	1,818,029	$61,503,921	$12,726,203	$56,066,010	$130,296,134

Applicable Fee per SF as of 2021	
Citywide Development Impact Fee for office use (City Code 12.260)	$19.94
Affordable Housing (Commercial Linkage Fee) for office use (City Code 12.230.040)	$13.89
Bayhill Area Development Impact Fee (estimate per DA Section 4.6)	$7.00
Community Benefits	$35.00

Additional Fees

City Art Fee (per City Code 3.40.050) – 7% of building, mechanical, electrical or plumbing permit fees (for non-residential).

Shoring Fee (per DA Section 4.10) – $1,000 per qualifying Shoring Mechanism.

Parking In-lieu Fee (per DA Section 7.3.3.4 and City Code 12.100.040.I.2) – $61,356 per otherwise required permanent parking space not provided.

Notes

New Construction is defined as floor area per definition in 2021 adopted City Code 12.80.220.

Net New is New Construction minus existing to be demolished
(and is used in calculating fees except Community Benefits for Lots 5S & 5E).

*Per Specific Plan Section 7.3, the Community Benefits Payment for Lot 5S and Lot 5E is based on the amount of New Construction authorized by the Specific Plan less development allowed under current zoning
(instead of deducting space to be demolished):

- Lot 5S: (New Construction Less 316,602SF) x $35/SF
- Lot 5E: (New Construction Less 45,448SF) x $35/SF = 0

**Fees will be adjusted based on final New Construction amount; are subject to adjustment based on the inflation index (per DA Section 4.1) unless otherwise indicated; and will be reduced for BHSP preparation costs (per Section 4.8).

EXHIBIT E

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: _____ _____ _____ Attention: _____ *Exempt from Recording Fee per Government Code Section 27383*	

Space Above This Line for Recorder's Use Only

ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT

This Assignment of Rights and Obligations under Development Agreement (this "**Assignment**") is entered into this _____ day of _____, 20__ ("**Effective Date**"), by and between _____, a _____ ("**Assignor**") and _____, a _____ ("**Assignee**"). Assignor and Assignee are collectively referred to herein as the "**Parties**."

R E C I T A L S

A. Assignor and the City of San Bruno, a California municipal corporation ("**City**") have entered into that certain Development Agreement dated as of _____ ("**DA**") which was recorded in the Official Records of San Mateo County on _____ as Instrument No. _____.

B. Assignor ***[has requested approval from the City of the assignment to Assignee described herein pursuant to Section 10.1 of the DA]*** **OR** ***[has the right to make the assignment to Assignee under Section 10.1 of the DA.]***

C. ***[City has consented to the assignment described herein pursuant to Section 10.1 of the DA.]*** **OR** ***[Assignor has provided the City with documentation establishing that the assignment is appropriate pursuant to Article 10 of the DA because _____.]***

A G R E E M E N T

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Assumption of Interest. Assignor hereby transfers, assigns and conveys to Assignee, all of Assignor's right, title and interest in and to, and all obligations, duties, responsibilities, conditions and restrictions under, the DA (the "**Rights and Obligations**") as to ***[all of the Property subject to the DA] OR [that portion of the Property subject to the DA described in Exhibit A]*** and the development and use thereof. Assignee, for itself and its successors and assigns, hereby accepts the foregoing assignment, assumes all such Rights and Obligations, and expressly agrees for the benefit of City, to pay, perform and discharge all obligations of Assignor under the DA and to comply with all covenants and conditions of Assignor arising from or under the DA ***[attributable to that portion of the Property subject to the DA described in Exhibit A and the development and use thereof]***.

2. Governing Law; Venue. This Assignment shall be interpreted and enforced in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Assignment shall be filed and litigated exclusively in the Superior Court of San Mateo County, California or in the Federal District Court for the Northern District of California.

3. Entire Agreement/Amendment. This Assignment constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written and oral agreements with respect to the matters covered by this Assignment. This Assignment may not be amended except by an instrument in writing signed by each of the Parties and consented to in writing by City.

4. Further Assurances. Each Party shall execute and deliver such other certificates, agreements and documents and take such other actions as may be reasonably required to consummate or implement the transactions contemplated by this Assignment and the DA.

5. Benefit and Liability. Subject to the restrictions on transfer set forth in the DA, this Assignment and all of the terms, covenants, and conditions hereof shall extend to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

6. Rights of City. All rights of City under the DA and all obligations to City under the DA which were enforceable by City against Assignor prior to the Effective Date of this Assignment shall be fully enforceable by City against Assignee from and after the Effective Date of this Assignment.

7. Rights of Assignee. All rights of Assignor and obligations to Assignor under the DA which were enforceable by Assignor against City prior to the Effective Date of this Assignment shall be fully enforceable by Assignee against City from and after the Effective Date of this Assignment.

8. Release. As of the Effective Date, Assignor hereby relinquishes all rights under the DA, and all obligations of Assignor under the DA shall be terminated as to, and shall have no more force or effect with respect to, Assignor, and Assignor is hereby released from any and all obligations under the DA***[, to the extent attributable to that portion of the Property subject to the DA described in Exhibit A and the development and use thereof]***.

9. Attorneys' Fees. In the event of any litigation pertaining to this Assignment, the losing party shall pay the prevailing party's litigation costs and expenses, including without limitation reasonable attorneys' fees.

10. City Consent; City Is A Third-Party Beneficiary. City's countersignature below is for the limited purposes of indicating consent to the assignment and assumption and release set forth in this Assignment (if necessary under the DA) pursuant to Sections 10.1 and 10.2 of the DA, and for clarifying that there is privity of contract between City and Assignee with respect to the DA. The City is an intended third-party beneficiary of this Assignment, and has the right, but not the obligation, to enforce the provisions hereof.

11. Recordation. Assignor shall cause this Assignment to be recorded in the Official Records of San Mateo County, and shall promptly provide conformed copies of the recorded Assignment to City and Assignee.

12. Address for Notices. Assignee's address for notices, demands and communications under the DA is as follows:

_____
_____
_____

13. Captions; Interpretation. The section headings used herein are solely for convenience and shall not be used to interpret this Assignment. The Parties acknowledge that this Assignment is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both have participated in the negotiation and drafting of this Assignment, this Assignment shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

14. Severability. If any term, provision, condition or covenant of this Assignment or its application to any party or circumstances shall be held by a court of competent jurisdiction, to any extent, invalid or unenforceable, the remainder of this Assignment, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law unless the rights and obligations of the Parties have been materially altered or abridged thereby.

15. Counterparts. This Assignment may be executed in counterparts, each of which shall, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together shall constitute one and the same instrument.

[SIGNATURES START ON NEXT PAGE.]

IN WITNESS WHEREOF Assignor and Assignee have executed this Assignment as of the date first set forth above.

	ASSIGNOR:	
	_____, a _____	
	By:	**FORM – DO NOT SIGN**
	Name:	
	Its:	
	ASSIGNEE:	
	_____, a _____	
	By:	**FORM – DO NOT SIGN**
	Name:	
	Its:	

[NOTE: The presence of the signature blocks below in this form shall not be deemed to require the consent of the City to any assignment that does not otherwise require the consent of City under the DA.]

City of San Bruno, a California municipal corporation, hereby consents to the assignment and assumption described in the foregoing Assignment and Assumption Agreement.

CITY:		
CITY OF SAN BRUNO, a California municipal corporation		
By:	**FORM – DO NOT SIGN**	
	_____, City Manager	
ATTEST:		
_____, City Clerk		
APPROVED AS TO FORM:		
_____, City Attorney		

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On , before me,_____,
(Name of Notary)

notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

* * * * * * * * * * * * * * * * * *

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On , before me,_____,
(Name of Notary)

notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

EXHIBIT F

ARCHITECTURAL REVIEW PERMIT PROCEDURES

12.108.020 Application and plans.

An application for an architectural review permit shall include:

A. A written statement by the owner(s) of the property approving submittal of the complete application; in instances where the applicant is not the same person as the owner, a statement signed by the owner (a) describing the nature of the applicant's interest, and (b) authorizing the applicant to act on behalf of and to bind the owners, shall also be required.
B. An accurate legal description of the property and/or title report;
C. A site plan to scale indicating the location and configuration of all buildings including setbacks from property lines, parking spaces and circulation, fencing, street improvements, fire hydrants, refuse, waste and recycling areas, proposed grading and drainage, and other significant site features.
D. Civil plans and stormwater plans;
E. A statement describing the existing improvements on and use of the subject property and any proposed changes;
F. A landscape plan;

G. Dimensioned architectural elevations and perspectives;
H. Fees or deposits as set by City Council resolution in the master fee schedule;
I. Other documents or information that may be required including, but not limited to: Title reports; surveys; existing and proposed landscaping and other ground treatment; required parking facilities; building and development data; sign information; photographs; photometric analysis; materials sample boards; scale models; photo simulations; or environmental information.

Notwithstanding the foregoing, subdivision I above shall be replaced with the following:

I. Each of the following documents or information shall be required unless waived in writing by the Director in his/her sole discretion: Title reports; surveys; existing and proposed landscaping and other ground treatment; required parking facilities; building and development data; sign information; photographs; photometric analysis; materials sample boards; scale models; photo simulations; or environmental information. City may request additional documents or information if necessary to comply with regional, state, or federal requirements.

Prior to submitting its application Developer may submit a written request to the Director following the noticing procedures in Section 13.3, asking which documents or information may be waived, together with a conceptual plan for the proposed development sufficient to allow City to evaluate which documents or information are not required. City will make good faith efforts to respond in writing within forty-five (45) days of receiving Developer's request and conceptual plan, and thereafter Developer's application must provide the items City does not waive in order to be considered complete; provided, City's waiver of items will become out-of-date if Developer does not submit its application within six (6) months of receiving City's response, or within six (6) months of Developer's request if City does not respond, and Developer thereafter shall submit a new request and City will provide a new list of items it agrees to waive which may be different than the first. If Developer fails to make such request then Developer's application shall include all of the items listed. If City fails to respond within forty-five (45) days of

receiving Developer's request, then Developer may send written notice following the noticing procedures in Section 13.3 to (a) the Director, and (b) the City Attorney, prominently stating in bold lettering that the permit application shall not be required to include any of the items listed for purposes of City review if City fails to respond within ten (10) business days of receipt of the notice. If City does not respond in writing within such ten (10) business day period identifying which items in the list are waived, Developer shall not be required to submit the items set forth in this subdivision I for purposes of City's review and decision whether to approve or deny the permit.

EXHIBIT G

VMT MONITORING AND MITIGATION PLAN

Bayhill Specific Plan: VMT Monitoring & Mitigation Plan

San Bruno, CA

Prepared for:
City of San Bruno

September 2021

SF17-0931

FEHR PEERS

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- Flexibility and Amendments 10

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Introduction

This VMT Monitoring and Mitigation plan is designed to support implementation of the Bayhill Specific Plan (the "Project") in San Bruno consistent with the California Environmental Quality Act (CEQA). In January 2021 the Project's Draft Environmental Impact Report (EIR) was prepared consistent with CEQA guidelines. The DEIR found that the Project would have a potentially significant environmental impact from the number of Project-generated vehicle miles traveled (VMT). Proposed development projects within the Project area are therefore required to implement mitigation measures TRA-1/TRA-2. Mitigation measures TRA-1 and TRA-2 require that property owners develop and submit a transportation demand management (TDM) plan for review and approval by City staff prior to issuance of development entitlement. The property owner will then be subject to protocol laid out in this VMT Monitoring and Mitigation Plan. The TDM plan will be unique to the property owner while the monitoring and mitigation protocol will be consistent for all properties within the specific plan area. The TDM Plan and this Monitoring and Mitigation Plan are prepared to achieve the performance targets described in mitigation measure TRA-1/TRA-2. Elements of the Monitoring and Mitigation Plan may change as needed to meet agreed-to performance targets for the specific property owner.

Specific Plan Requirements

By combining multi-modal design principles with aggressive TDM programs, the Bayhill Specific Plan strives to reduce vehicle miles traveled (VMT). Project VMT measures the total number of net new vehicle trips and the distance of each of those trips. A specific VMT per capita threshold of 21.7 VMT is established for new office buildings constructed within the Bayhill Specific Plan. This threshold is 14.3 percent below the region's average VMT per capita for consistency with the City's selected transportation impact analysis criteria for the Specific Plan.

The primary strategy to reduce VMT is to shift drive-alone vehicle trips to other modes of travel, including carpool, shuttle, transit, bicycling, and walking. Strategies to stimulate this shift are collectively referred to as transportation demand management (TDM). A list of possible TDM strategies tailored to the local land use characteristics is available in the Specific Plan. Each new employer or property owner will be required to select a subset of strategies that are best suited to their employees and business model.

Working individually or collectively, the new Bayhill land uses will need to reduce VMT per capita to no more than 21.7. The VMT threshold equates to no more than 43 percent of trips occurring by single-occupancy vehicles. New properties must monitor trips for their site and report the results in relation to the 43 percent drive-alone threshold.

Monitoring and Reporting

Starting in the calendar year after the City issues the first certificate of occupancy for the first building in a given development phase, the property owners shall retain the services of an independent City-approved transportation planning/engineering firm to conduct an annual mode-share survey for their employees each fall (mid-September through mid-November) to determine whether the development (a single parcel or multiple parcels under one ownership) is achieving the non-auto mode split threshold. The property owner shall submit an annual report to the staff of the San Bruno Community and Economic Development Department each January.

Annual Travel Survey

The mode-share survey to be conducted at the site is intended to monitor achievement of the non-drive alone goals discussed in the introduction to this Plan. Because the mode share goal is presented as a daily percentage, care should be taken in conducting the travel surveys to capture **all work-based trips** that an individual takes on a given day. Due to the complexity of typical travel patterns, most employees will make more trips than simply the commute trip. To determine the development's mode share and adherence to the requirements of Mitigation Measure TRA-1 and TRA-2, the annual survey should be designed to capture commute trips, plus all other trips conducted during the survey dates (a weighted average of three typical days)[1].) The annual survey should include the questions in Appendix A, which may be modified to increase survey clarity and effectiveness with City approval. In the future, response options to each question should be updated to reflect future innovations in mode choice and/or technology options. The property owner may choose to incorporate additional questions for their own purposes.

At the completion of the survey, each entry should have a total number of daily trips by each mode. The development's mode share will be based on the total number of drive-alone trips (parking both on-site and off-site) divided by the total number of reported trips.

Annual Report

The annual report shall describe implementation of the TDM program and results of the annual mode split survey, including a summary of the methodology for collecting the mode split data, statistics on response rates, and a summary conclusion on whether the development is in compliance with Mitigation Measure TRA-1/TRA-2. Each report that indicates non-compliance shall identify additional feasible TDM measures (i.e., a corrective action plan) that will be implemented to reduce the drive-alone rate below the 43 percent target. If there are no additional feasible measures, the report shall indicate as such. If the City believes that additional measures are feasible or are required to achieve the target, the parties shall meet and confer to agree on an acceptable corrective action plan.

Non-Compliance

If timely reports are not submitted and/or reports indicate that the development has failed to achieve the drive alone mode share specified above in two consecutive years after issuance of the certificate of occupancy for the full phase[2], the development will be considered in violation of this mitigation measure. The City will issue a notice of non-compliance after the first year the development fails to meet monitoring requirements (submittal of timely reports and/or achieving specified drive alone mode share), after which the property owner has one year to comply with the monitoring requirements through the discretionary implementation of additional TDM measures.

Enforcement and Action

After two years of not meeting the development's drive alone requirement, the City may initiate enforcement action against the property owner in the form of mitigation payments. Mitigation payments will support the funding and management of transportation improvements that would improve the development's ability to achieve the target non-SOV mode share. The mitigation payments for the development are tailored to closing the first-mile/last-mile gap between the development and the two nearby regional rail stations serving BART and Caltrain. Mode shift from long-distance driving to long-distance transit trips is the most effective way to reduce VMT for this development.

The Bayhill Specific Plan area is currently served by first-mile/last-mile shuttles – one to BART and one to Caltrain. These shuttles are open to the public and are jointly funded by Walmart eCommerce and grant funding from SMCTA-C/CAG. Each shuttle route requires one vehicle to provide 15-20-minute headways from approximately 7-10AM and 4-6:30PM.

These shuttles encourage public transportation thereby helping to reduce vehicular congestion along the U.S. 101, Interstate 280, and Interstate 380 commute corridors, and arterial streets during commute hours. This leads to a reduction in single-occupancy vehicles as well as VMT. In SamTrans' 2018 Bayhill BART shuttle survey, 42% of respondents indicated they would drive alone to get to work if the Bayhill shuttle services were unavailable. This information indicates that first-mile/last-mile shuttles are an effective strategy to offset VMT for the Bayhill Specific Plan.

Mitigation Payments

Baseline Payments

If either the BART or Caltrain shuttles have ceased operation at the time of development monitoring and the finding of non-compliance, the property owner will be required to restart both shuttles at the same service levels identified above. The property owner may cover the full cost of the shuttle(s) for one year without matching funds or may seek SMCTA-C/CAG matching grants, which are available in two-year cycles[1]. If the property owner elects to fund the shuttle for a single year only, they must also operate the shuttle. If the property owner elects to pursue two-year matching grants and SamTrans operational support, they must open and advertise the shuttle(s) to the general public. If multiple Bayhill property owners exceed the drive alone threshold in a given monitoring year, they will split the cost of baseline shuttle operations based on the number of employees in exceedance of the threshold.

The property owner, in collaboration with the City and SamTrans, has the option to reconfigure the route, stops, and shuttle service(s) so long as the headways remain approximately 15-20 minutes, the service operates for 2.5-3 hours in each peak period, and the service is open to the public. The property owner is

[1] During the FY 20/21 & FY 21/22 application cycle for example, the two-year cost of the BART shuttle was $383,000; 53 percent was covered by Walmart eCommerce and 47 percent was covered by a SMCTA-C/CAG matching grant.

required to provide the shuttle(s) from this point forward unless they can demonstrate the ability to meet the SOV threshold in subsequent years without Baseline shuttle operations.

Tier 1 Payments

Tier 1 Payments are triggered in one of two instances:

If the property owner records two initial years of non-compliance and during the second year's monitoring period the first-mile/last-mile shuttles to BART and Caltrain are in operation; or

If, after one year of operating or two years of funding one or both shuttles as the result of the Baseline Payment being applied, the development is still exceeding the drive alone threshold.

Tier 1 Payments include the following enhancements to the shuttle services:

- Operate at 10-minute headways
- Expand AM and PM service hours to 3.5-hour peak periods
- Expand route to cover a gap in public transit service (identified by SamTrans staff) that is within the vicinity of the Plan Area.
- Implement marketing and usability improvements, including:
    - Partner with Commute.org to enhance marketing and customer service
    - Publish General Transit Feed Specification (GTFS) feed to include shuttle in trip planners/real time trackers

The property owner may request permission from the City and SamTrans to reconfigure the route, stops, and shuttle service(s) within the service level parameters outlined above. The non-compliant property owner(s) would operate the shuttle(s) themselves for one year, enter a 2-year agreement with SamTrans to operate, or would make payments towards the existing operator to facilitate two years of the shuttle enhancements listed above. If multiple Bayhill property owners exceed the drive alone threshold in a given monitoring year, they will split the cost of Tier 1 shuttle operations as described above. The property owner is required to provide Tier 1 shuttle service from this point forward unless they can demonstrate the ability to meet the SOV threshold in subsequent years without Tier 1 shuttle operations.

Tier 2 Payments

Tier 2 Payments are triggered if, after one year of operating or two years of funding both shuttles under Tier 1 Payment conditions, the development is still exceeding the drive alone threshold.

Tier 2 Payments include everything in the Baseline and Tier 1 plus the following enhancements to shuttle service(s):

- Initiate half-hourly shuttle service to Millbrae Caltrain station (which will have more frequent Caltrain service than San Bruno Station and is therefore a more desirable connection for some travelers). Run a minimum of 2.5-hour peak periods in alignment with express service Caltrain arrivals and departures.

The property owner, in collaboration with the City and SamTrans, has the option to reconfigure the route, stops, and shuttle service(s) within the parameters outlined above. The non-compliant property owner(s)

would operate the shuttle(s) themselves for one year, enter a 2-year agreement with SamTrans to operate, or would make payments towards the existing operator to facilitate two years of the shuttle enhancements listed above. If multiple Bayhill property owners exceed the drive alone threshold in a given monitoring year, they will split the cost of Tier 2 shuttle operations as described above. The property owner is required to provide Tier 2 shuttle service from this point forward unless they can demonstrate the ability to meet the SOV threshold in subsequent years without Tier 2 shuttle operations.

Tier 3 Payments

Tier 3 Payments are triggered if, after one year of operating or two years of funding shuttle service described under Tier 2 Payment conditions, the development is still exceeding the drive alone threshold.

Tier 3 Payments include everything in Tiers 1 and 2 plus the following enhancements to shuttle service(s):

- Increase Millbrae Caltrain shuttle to 15-minute headways. Run a minimum of 3-hour peak periods in alignment with express service Caltrain arrivals and departures.

The property owner, in collaboration with the City and SamTrans, has the option to reconfigure the route, stops, and shuttle service(s) within the parameters outlined above. The non-compliant property owner(s) would operate the shuttle(s) themselves for one year, enter a 2-year agreement with SamTrans to operate, or would make payments towards the existing operator to facilitate two years of the shuttle enhancements listed above. If multiple Bayhill property owners exceed the drive alone threshold in a given monitoring year, they will split the cost of Tier 3 shuttle operations as described above. The property owner is required to provide Tier 3 shuttle service from this point forward unless they can demonstrate the ability to meet the SOV threshold in subsequent years without Tier 3 shuttle operations.

Frequency of Reporting

If timely reports are submitted and demonstrate that the property owner has achieved the drive alone mode share specified above for five consecutive years after issuance of certificates of occupancy for a full phase of development, monitoring shall no longer be required annually, and shall instead be required every five years, sunsetting after 3 reports demonstrating compliance (15 years total). Each new phase of development resets the clock and requires five consecutive years of compliance.

Flexibility and Amendments

The property owner may suggest an alternative VMT-reduction program in place of the baseline payment or any of the tiers above by demonstrating that the alternative program will achieve a similar VMT reduction. The property owner must deliver their proposal for an alternative mitigation program at the same time they submit their annual monitoring report in January for review and approval by the City. The City must deliver a decision on the alternative program within 90 days of receipt of the alternative proposal. The City may hire a transportation consultant at the property owner's expense to review a suggested alternative VMT reduction program. If the City would like to modify the property owner's proposal, the City and property owner will have one month to negotiate an alternative program that is acceptable to both parties. Should agreement not be reached, the property owner will be subject to the Tiered approach identified above.

The property owner may also propose amendments to its TDM plan as part of its annual report each year, subject to review and approval by the City. The City may hire a transportation consultant at the property owner's expense to review proposed TDM plan amendments. The City expects that the TDM plan will evolve as travel behavior changes and as new technologies become available. The City must deliver a decision on the proposed amendments within 90 days of receipt. If the City would like to modify the property owner's proposed amendments, the City and property owner will have one month to negotiate a TDM plan that is acceptable to both parties. Should agreement not be reached, the TDM Plan will remain as it was before the amendments were proposed.

Appendix A: Employee Survey

1. On **Wednesday, November 3[3],** did you travel to work at the Bayhill [*building name]*?
    a. Yes (*survey continues*)
    b. No, I worked from home or at a non-[*company name*] location (*two trips logged as telecommute)*
    c. No, I worked at another [*company name*] office *(Entry not included in results)*
    d. No, I did not work that day *(logged as non-commute and excluded from drive-alone rate calculation).*
2. How did you first arrive to work on that day? (If you used more than one commute option, select the option on which your distance was the furthest.)
    a. I drove alone in a car, SUV, van, or truck and parked on-site (*One trip logged as drive-alone)*
    b. I drove alone in a car, SUV, van, or truck and parked elsewhere (*One trip logged as drive-alone)*
    c. I drove alone on a motorcycle or moped and parked on-site (*One trip logged as drive-alone with motorcycle/moped)*
    d. I drove alone on a motorcycle or moped and parked elsewhere (*One trip logged as drive-alone with motorcycle/scooter)*
    e. I took Lyft or Uber, without any other passengers (*One trip logged as TNC*)
    f. I drove/rode with others in a car, SUV, van, or truck (*One trip logged as carpool*)
    g. I got a ride from a friend, coworker, or family member who dropped me off at work in a car, SUV, van, or truck (*One trip logged as carpool*)
    h. I took Caltrain or BART (*One trip logged as commuter rail*)
    i. I took a public transit bus (*One trip logged as bus*)
    j. I took a [*company name]* shuttle bus (*One trip logged as [company-name] shuttle*)
    k. I took a non-[*company-name*] shuttle bus (*One trip logged as shuttle*)
    l. I walked (*One trip logged as walk*)
    m. I rode my own bike (*One trip logged as bike*)
    n. I used an electric scooter or similar (*One trip logged as scooter*)
    o. Other: _____ (*One trip logged as other*)
3. Did you leave your primary office building prior to departing for the day, for any reason? (i.e., to get lunch, grab a coffee, go to an off-site meeting, work out, give someone a ride, etc.)
    a. Yes (*Continue to question 4*)
    b. No (*Continue to question 6)*
4. How many additional trips did you make from the office during your workday?
    a. (Numeric entry)

[3] Survey should reflect three days (non-holiday Tuesday, Wednesday, or Thursday between mid-September and mid-November) when no special events or unusual weather has occurred).

5. 5A: "Think to the first trip you made that day after arriving at the office but prior to leaving office. What mode did you use?" (If you used more than one commute option, select the option on which your distance was the furthest.)
    a. I drove alone in a car, SUV, van, or truck and parked on-site (*One trip logged as drive-alone)*
    b. I drove alone in a car, SUV, van, or truck and parked elsewhere (*One trip logged as drive-alone)*
    c. I drove alone on a motorcycle or moped and parked on-site (*One trip logged as drive-alone with motorcycle/moped)*
    d. I drove alone on a motorcycle or moped and parked elsewhere (*One trip logged as drive-alone with motorcycle/scooter)*
    e. I took Lyft or Uber, without any other passengers (*One trip logged as TNC*)
    f. I drove/rode with others in a car, SUV, van, or truck (*One trip logged as carpool*)
    g. I got a ride from a friend, coworker, or family member who dropped me off at work in a car, SUV, van, or truck (*One trip logged as carpool*)
    h. I took Caltrain or BART (*One trip logged as commuter rail*)
    i. I took a public transit bus (*One trip logged as bus*)
    j. I took a [*company name]* shuttle bus (*One trip logged as [company-name] shuttle*)
    k. I took a non-[*company-name*] shuttle bus (*One trip logged as shuttle*)
    l. I walked (*One trip logged as walk*)
    m. I rode my own bike (*One trip logged as bike*)
    n. I used an electric scooter or similar (*One trip logged as scooter*)
    o. Other: _____ (*One trip logged as other*)

    5B: "Think to the second trip you made that day prior to leaving the office. What mode did you use?" (If you used more than one commute option, select the option on which your distance was the furthest.)
    a. I drove alone in a car, SUV, van, or truck and parked on-site (*One trip logged as drive-alone)*
    b. I drove alone in a car, SUV, van, or truck and parked elsewhere (*One trip logged as drive-alone)*
    c. I drove alone on a motorcycle or moped and parked on-site (*One trip logged as drive-alone with motorcycle/moped)*
    d. I drove alone on a motorcycle or moped and parked elsewhere (*One trip logged as drive-alone with motorcycle/scooter)*
    e. I took Lyft or Uber, without any other passengers (*One trip logged as TNC*)
    f. I drove/rode with others in a car, SUV, van, or truck (*One trip logged as carpool*)
    g. I got a ride from a friend, coworker, or family member who dropped me off at work in a car, SUV, van, or truck (*One trip logged as carpool*)
    h. I took Caltrain or BART (*One trip logged as commuter rail*)

i. I took a public transit bus (*One trip logged as bus*)
j. I took a [*company name]* shuttle bus (*One trip logged as [company-name] shuttle*)
k. I took a non-[*company-name*] shuttle bus (*One trip logged as shuttle*)
l. I walked (*One trip logged as walk*)
m. I rode my own bike (*One trip logged as bike*)
n. I used an electric scooter or similar (*One trip logged as scooter*)
o. Other: _____ (*One trip logged as other*)

Etc. based on response to Question 4.

6. When you left the office for the day, how did you travel? (If you used more than one commute option, select the option on which your distance was the furthest.)
    a. I drove alone in a car, SUV, van, or truck and parked on-site (*One trip logged as drive-alone)*
    b. I drove alone in a car, SUV, van, or truck and parked elsewhere (*One trip logged as drive-alone)*
    c. I drove alone on a motorcycle or moped and parked on-site (*One trip logged as drive-alone with motorcycle/moped)*
    d. I drove alone on a motorcycle or moped and parked elsewhere (*One trip logged as drive-alone with motorcycle/scooter)*
    e. I took Lyft or Uber, without any other passengers (*One trip logged as TNC*)
    f. I drove/rode with others in a car, SUV, van, or truck (*One trip logged as carpool*)
    g. I got a ride from a friend, coworker, or family member who dropped me off at work in a car, SUV, van, or truck (*One trip logged as carpool*)
    h. I took Caltrain or BART (*One trip logged as commuter rail*)
    i. I took a public transit bus (*One trip logged as bus*)
    j. I took a [company name] shuttle bus (*One trip logged as [company-name] shuttle*)
    k. I took a non-[company-name] shuttle bus (*One trip logged as shuttle*)
    l. I walked (*One trip logged as walk*)
    m. I rode my own bike (*One trip logged as bike*)
    n. I used an electric scooter or similar (*One trip logged as scooter*)
    o. Other: _____ (*One trip logged as other*)

At the completion of the survey, each entry should have a total number of daily trips by each mode. The development's mode share will be based on the total number of drive-alone trips (parking both on-site and off-site) divided by the total number of reported trips.

RESOLUTION NO. 2021-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN BRUNO APPROVING AN ARCHITECTURAL REVIEW PERMIT FOR PHASE 1 OF GOOGLE LLC'S DEVELOPMENT PLANS IN THE BAYHILL AREA OF THE CITY

(AR19-004)

(**APNS:** 020-011-430, 020-015-020, 020-015-030, 020-018-010, 020-011-330, 020-015-040, 020-019-070, and 020-011-370)

WHEREAS, Google, Inc. (now Google LLC) ("**Developer**") approached the City in 2017 regarding its desire to develop additional office buildings on eight of the ten parcels it owns (APNs 020-011-430, 020-015-020, 020-015-030, 020-018-010, 020-011-330, 020-015-040, 020-019-070, and 020-011-370*,* collectively the "**Google Property**") in Bayhill Office Park (the "**Google Project**"). Developer's existing buildings in Bayhill Office Park are occupied by YouTube, a Google subsidiary company, and Developer envisions that YouTube will occupy new buildings on the Google Property**.**

WHEREAS, the City determined that Developer's proposal warranted preparation of a comprehensive plan integrating development and use of the Google Property with Developer's existing buildings and other properties in the area. Consequently, the City prepared a specific plan (the "**Bayhill Specific Plan**") encompassing the Google Property, the remainder of Bayhill Office Park, and Bayhill Shopping Center (together, the "**Bayhill Specific Plan Area**").

WHEREAS, while the City prepared the Bayhill Specific Plan, Developer submitted applications to begin development of the Google Property, consisting of (a) architectural review for construction of office buildings on two lots (APNs 020-011-430, 020-015-020), referred to as "**Phase 1**" (AR19-004) (the "**Phase 1 Architectural Review Permit**"), which plans include curb marking changes requiring separate approval by the City Council (the "**Phase 1 Curb Markings**"), (b) a phased vesting tentative map to merge and resubdivide the Google Property and realign and vacate certain public streets and easements (TM19-001) (the "**Vesting Tentative Map**"), and (c) a request that the City negotiate a statutory development agreement granting Developer certain rights regarding development of its properties in return for certain benefits for the City (DA21-002) (the "**Development Agreement**") (the Phase 1 Architectural Review Permit, Phase 1 Curb Markings, Vesting Tentative Map and Development Agreement collectively, the "**Google Development Approvals**").

WHEREAS, the City determined that certain amendments to the City of San Bruno General Plan text and Land Use Diagram (General Plan Figure 2.1) are required to reflect the City's intentions for the Bayhill Specific Plan Area as shown in the proposed Bayhill Specific Plan and achieve consistency between the General Plan and the Bayhill Specific Plan, and City prepared such amendments (GPA21-002) (the "**Bayhill General Plan Amendments**").

WHEREAS, the City determined that certain amendments to the City of San Bruno Zoning Ordinance (the "**Bayhill Zoning Text Amendments**") and Zoning Map (the "**Bayhill**

Zoning Map Amendments") are required to implement the Bayhill Specific Plan, and City prepared such amendments (ZA21-001) (together, the "**Bayhill Zoning Amendments**").

WHEREAS, on January 14, 2021, the Draft Bayhill Specific Plan, Bayhill General Plan Amendments and Bayhill Zoning Amendments were made available for public review and comment.

WHEREAS, on March 11, 2021, the Draft Bayhill Specific Plan was presented to the San Mateo County Airport Land Use Commission ("**ALUC**"), as required by state law for any plan or project proposed within certain zones near an airport, and the ALUC provided comments.

WHEREAS, as a result of comments on the Draft Bayhill Specific Plan from the ALUC, the Bay Area Air Quality Management District, Google, and members of the public, and corrections and refinements identified by the City, City staff recommended certain modifications to the draft Bayhill Specific Plan (the "**Specific Plan Revisions and Corrections**"), and to the draft Bayhill Zoning Text Amendments (which have been incorporated in the proposed Bayhill Zoning Text Amendments currently before the City Council.

WHEREAS, Pursuant to the California Environmental Quality Act ("**CEQA**"), the City has conducted environmental review of the Bayhill Specific Plan at a programmatic level and project-level environmental review of Phase 1 of the Google Project, and has prepared and duly processed an Environmental Impact Report ("**Specific Plan EIR**") consisting of a Draft EIR dated January 2021, a Final EIR response to comments document dated August 2021, and a Final EIR Errata dated September 2021, and the City prepared a Mitigation Monitoring and Reporting Program for implementation of mitigation measures specified in the Specific Plan EIR ("**Specific Plan MMRP**"). As part of the environmental review process, the City prepared a Water Supply Assessment pursuant to state law, which was included in the Specific Plan EIR.

WHEREAS, on August 17, 2021, the Planning Commission held a duly noticed public hearing to consider the Bayhill Specific Plan and the Google Project, after which among other actions related to the Bayhill Specific Plan and the Google Project, the Commission adopted its Resolution No. 2021-05 recommending that the City Council approve the Phase 1 Architectural Review Permit.

WHEREAS, the Phase 1 Architectural Review Permit is not subject to review by the Architectural Review Committee (ARC), due to Municipal Code section 12.108.010.D which specifies that for projects with six or more dwelling units or 10,000 square feet or more of non-residential space, the Planning Commission rather than the ARC considers and takes final action.

WHEREAS, the Planning Commission does not take final action and only makes recommendations regarding the Phase 1 Architectural Review Permit notwithstanding Code section 12.108.010.D due to Code section 12.78.100 which specifies that when a development

project involves multiple entitlements such as for the Google Project, final approval action for all entitlements is delegated to the City Council.

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the Bayhill Specific Plan Area and to other parties on September 17, 2021, and duly published in the San Mateo Daily Journal on September 18, 2021, providing notice of the City Council's September 28, 2021 public hearing regarding the Bayhill Specific Plan and the Google Project, including City Council consideration of the Phase 1 Architectural Review Permit.

WHEREAS, the City Council received two staff reports for the hearing dated September 28, 2021: the Specific Plan staff report for Agenda Item 6.a, and the Phase 1 staff report for Agenda Item 6.b. The two staff reports included documents relevant to these approvals, either as attachments or links. This Resolution incorporates by reference all the documents attached to or linked by the staff reports.

WHEREAS, on September 28, 2021, the City Council conducted a duly noticed public hearing on the Bayhill Specific Plan and the Google Project and related approvals, including the Phase 1 Architectural Review Permit, where the public were able to participate and comment remotely via Zoom, and on said date the public hearing was opened, held and closed.

WHEREAS, by Resolution adopted on September 28, 2021, prior to adoption of this Resolution, the City Council approved the Water Supply Assessment and found that the City will have sufficient water supply to serve development authorized by the Bayhill Specific Plan, including Phase 1 of the Google Project.

WHEREAS, by Resolution adopted on September 28, 2021, prior to adoption of this Resolution, the City Council adopted certain CEQA Findings regarding the Specific Plan EIR and its evaluation of the Bayhill Specific Plan and Phase 1 of the Google Project, certified the Specific Plan EIR as adequate in accordance with CEQA, recognized certain environmental impacts of the Bayhill Specific Plan as significant and unavoidable despite feasible mitigation measures, adopted a Statement of Overriding Considerations concluding that approval of the Bayhill Specific Plan is appropriate despite such impacts, and adopted the Specific Plan MMRP.

WHEREAS, by Resolution adopted on September 28, 2021, prior to adoption of this Resolution, the City Council adopted the Bayhill General Plan Amendments.

WHEREAS, by Resolution adopted on September 28, 2021, prior to adoption of this Resolution, the City Council adopted the Bayhill Specific Plan.

WHEREAS, on September 28, 2021, prior to adoption of this Resolution, the City Council introduced its Ordinance to adopt the Bayhill Zoning Text Amendments and introduced its Ordinance to adopt the Bayhill Zoning Map Amendments.

WHEREAS, by Resolution adopted on September 28, 2021, prior to adoption of this Resolution, the City Council approved the Vesting Tentative Map.

WHEREAS, on September 28, 2021, prior to adoption of this Resolution, the City Council introduced its Ordinance to adopt the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED by the San Bruno City Council, based on facts in the staff reports, written and oral testimony, recommendations from the Planning Commission, and exhibits presented, makes the following findings of fact:

A. CEQA FINDINGS

1. Potential environmental effects of the Phase 1 Architectural Permit are adequately considered by the Specific Plan EIR, as said approval is part of Phase 1 development which was evaluated at the project level, and the Phase 1 Architectural Permit will not give rise to any significant environmental impacts not recognized and addressed by the Specific Plan EIR.

2. The Specific Plan MMRP and the mitigation measures contained therein are adequate under CEQA to mitigate any environmental effects of the Phase 1 Architectural Review Permit.

B. ARCHITECTURAL REVIEW PERMIT FINDINGS (Staff's analysis to support each of the finidings referenced below is included as Attachment #2 to the September 28, 2021 Phase 1 City Council Staff Report).

1. With respect to the Phase 1 Architectural Review Permit, the City Council hereby finds:

   a. The proposed buildings, site plan, and landscaping are in substantial conformance with the goals, policies, and objective development standards of the Zoning Ordinance as amended by the Bayhill Zoning Amendments, the General Plan as amended by the Bayhill General Plan Amendments, and the Bayhill Specific Plan.

   b. The site for the proposed development is adequate in size and shape to accommodate the proposed building site plan and landscaping.

   c. The design of the building site plan, landscaping, and streetscape, including street trees, lighting, and street furnishings, is consistent with the character of the surrounding area, and would not create an adverse visual impact on the surrounding area.

   d. The development will not be detrimental to public health, safety, or welfare.

e. The proposed development contributes to the creation of an attractive and visually interesting built environment that includes a variety of building styles and designs with well-articulated structures within a unifying context that encourages increased pedestrian activity and promotes compatibility among neighboring land uses within the same or different districts.

2. In making each of the above findings, the City Council expressly adopts the analysis supporting each finding provided in an attachment to the Phase 1 staff report.

C. APPROVAL FINDINGS

1. Subject to Finding C.2 below, the City Council hereby approves the Phase 1 Architectural Review Permit in the form attached to the Phase 1 staff report, subject to the ARP Conditions of Approval attached hereto as **Exhibit A.**

2. Approval of the Phase 1 Architectural Review Permit shall be subject to and conditioned on prior certification of the Specific Plan EIR, approval of the Bayhill General Plan Amendments, approval of the Bayhill Specific Plan, approval of the Vesting Tentative Map, final adoption of the Bayhill Zoning Text Amendments, final adoption of the Bayhill Zoning Map Amendments, and final approval of the Development Agreement, and approval of the Phase 1 Architectural Review Permit shall not become effective until all the recited approvals become effective***.***

Exhibit A: ARP Conditions of Approval

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I, Melissa Thurman, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 28th day of September 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers: _____

RECUSED: Councilmembers: _____

ABSENT: Councilmembers: _____

Attachment 7

ATTEST:

Melissa Thurman, MMC
City Clerk

Attachment 7

Attachment 7 – Exhibit A

Conditions of Approval – Architectural Review Permit

Phase 1 Office Development – 900 and 1000 Cherry Avenue

I. General Conditions

Community and Economic Development Department

1. Approved project scope. This scope includes the construction of two new office buildings located at 900 Cherry Avenue (Phase 1 South) and 1000 Cherry Avenue (Phase 1 North) totaling 440,000 square feet, the demolition of the Lakes Building located at 1150-1250 Bayhill Drive, the realignment of Grundy Lane, the incorporation of a multi-modal transportation hub, and the abandonment of the eastern portion of Elm Avenue located north of the realigned Grundy Lane.
2. Applicant shall file a declaration of acceptance of the following conditions by submitting a signed copy of the Summary of Hearing to the Community Development Department within thirty (30) days of City Council approval. Until such time as the Summary is filed, the Architectural Review Permit shall not be valid for any purpose. The effective date of the Architectural Review Permit shall be the effective date of the associated Implementing Zoning Ordinance Chapter for the Bayhill Specific Plan Area and associated Map Amendments. The life of the Architectural Review Permit shall be consistent with the terms included within the Development Agreement.
3. All conditions of approval herein shall apply, regardless of the individual department under which the condition is listed. These conditions of approval and any other conditions associated with any further approvals of the Phase 1 Office Development located at 900 and 1000 Cherry Avenue shall run with the land if this project is pursued, and any and all successors in interest of the property shall comply with all conditions of said approval if this project is pursued.
4. The Applicant shall indemnify, defend, and hold harmless the city, its officers, employees and agents, from any and all claims and lawsuits from third party(s) involving or related to the city's consideration and/or approval of the Applicant's application for development and each permit and approval granted.
5. All building permit application plans and details, and subsequent construction shall substantially conform with the approved planning application, including: drawings, plans, materials samples, green roof, solar panels, building colors, the written project description, and other items submitted as part of the approved planning application. Documentation of any changes to the approved planning application plan set shall be provided at the time of building permit application submittal. Any proposed modifications to the approved planning application must submitted for review by the Community and Economic Development Director subject to the provisions within San Bruno Municipal Code Section 12.78.030.
6. No signage is approved as part of the planning application; signage is governed by the City's Sign Ordinance. All proposed business identification signs shall be subject to

additional review and approval pertaining to a Sign Permit in accordance with Chapter 12.104 of the Municipal Code.

7. At the time of building permit submittal, full landscaping plans shall be submitted. The landscaping plans shall be consistent with the preliminary landscaping plans reviewed by the Planning Commission on ____, 2021 and approved by the City Council on ___, 2021, except as required to be modified by these Conditions of Approval. The landscaping plans shall specifically identify which landscaping treatments will be installed throughout the site. Final landscaping plans as well as any changes to the approved landscaping plans shall require review and approval from the Community & Economic Development Director.

8. Applicant acknowledges and agrees that development of Applicant's property shall be subject to the Bayhill Specific Plan and Bayhill Zoning Ordinance, and Applicant waives asserting that it has vested rights that predate and exclude the Specific Plan and Zoning Ordinance based on the date on which the Vesting Tentative Map application as deemed complete.

9. Prior to the temporary certificate of occupancy for each building, all pertinent Conditions of Approval and all improvements shall be completed to the satisfaction of the City of San Bruno.

10. The project shall comply with all aspects of the 2016 California Building Code at the time of building permit submittal.

11. The project shall comply with the 2016 California Green Building Standards Code Mandatory Measures.

12. The applicant shall comply with all aspects of the Heritage Tree Ordinance (SBMC Section 8.25).

13. Any trees removed over the course of development shall be replaced at a minimum 1:1 ratio – (SP Policy 3-2k). Replacement trees shall be consistent with Specific Plan Urban Design Guidelines DG-11a.

14. The Applicant shall be responsible for the cost of all City reviews and inspections required for all improvements associated with the project per the City's Master Fee Schedule.

Public Works

15. If there are any conflicts between the YouTube Vesting Tentative Map, YouTube Phase 1 Office Development Entitlement plans, and the conditions of approval, these Public Works conditions of approval shall govern, unless approved by the City Engineer.

16. A new reimbursement agreement shall be executed to include the following terms: The Applicant shall submit funds to the City in sufficient amounts to increase the deposit amount for the Public Works Department to at least $100,000 prior to any post-entitlement meetings, reviews, and other work related to the project. The Applicant shall be responsible for maintaining said deposit account and shall submit funds to increase the deposit amount to at least $100,000 or as determined by the City Engineer within fifteen calendar days of receipt of written notice from the City that the deposit amount is $50,000 or less. Actual costs for staff and consultant time shall be deducted from this deposit. At the end of the project, any remaining deposit amount will be refunded.

17. Projects are required to not exceed pre-project storm water discharge; however, any proposed improvements that alter the alignment and/or capacity of the City's public storm

drain system will require storm drain system modeling and the associated cost for the City's third party consultant of that modeling, as needed, shall be paid in full by the Applicant.

18. The Applicant shall pay, in full, the costs for the City's third-party consultant to review the Stormwater Management Plan, checklists and related documentations.

19. Trash storage areas, wash areas, loading docks, repair/maintenance bays, and equipment or material storage areas and fueling areas shall be completely covered and bermed, as needed, to ensure that no stormwater enters the covered area. Covered areas shall be sloped so that spills and washwater flow to area drains connected to the sanitary sewer system.

20. All trash staging and pick-up shall occur on-site, and not on-street or within the public right-of-way. As designed, all trash staging and pick-up occurs within Building 1N for Building 1N and 1S. If Building 1S is no longer under the same ownership as Building 1N, Building 1S shall be required to construct its own on-site trash storage facility and pick-up area, or enter into an agreement with the Property Owner of Building 1N to continue using the trash staging and pick-up area at Building 1N. The agreement shall be subject to City approval in its reasonable discretion and shall be recorded against both properties. These terms may be documented in the same agreement that addresses the preservation of parking spaces at 1000 Cherry Avenue for the benefit of 900 Cherry Avenue.

21. All freight loading and unloading shall occur on-site and not on the street or within the public right-of-way, except for the existing use of the existing yellow loading zone on Cherry Avenue adjacent to 900 Cherry Avenue. As designed, all freight loading and unloading occurs within Building 1N for Building 1N and 1S. If Building 1S is no longer under the same ownership as Building 1N, Building 1S shall be required to construct its own on-site freight loading and unloading area, or enter into an agreement with the Property Owner of Building 1N to continue using the freight loading and unloading area at Building 1N. The agreement shall be subject to City approval in its reasonable discretion and recorded against both properties. These terms may be documented in the same agreement that addresses the preservation of parking spaces at 1000 Cherry Avenue for the benefit of 900 Cherry Avenue.

22. Floor drains to be provided for parking and underground levels as needed. Interior level parking garage floor drains, and any other interior floor drains, shall be connected to the sanitary sewer system.

23. Shoring systems shall not encroach into the public right-of-way, unless approved by the City or otherwise specified within the Development Agreement and the Property Owner enters into a subsurface improvement agreement with the City.

24. The Applicant's Geotechnical Engineer who prepared the geotechnical report shall review all improvement plans and provide confirmation of compliance prior to submittal of plans to the City and conduct any inspections, testing and other actions during construction that are called for in the geotechnical report, at the Applicant's sole cost.

25. Surface and subsurface drainage systems within the public right-of-way and service laterals shall be designed to accommodate site settlement identified in the geotechnical report, if applicable, and provide positive drainage and meet minimum/maximum slope requirements after settlement to the satisfaction of the City Engineer and Geotechnical Engineer. Applicant to utilize flexible joints or design features to accommodate settlement between site and building utility points of connection, if applicable.

26. No trees shall be planted within the 5'-0" wide public utility easements. Any tree planted within 15'-0" of a City-owned water facility shall include installation of root guards to redirect roots away from any City-owned water facility.

27. Groundwater supplies shall be protected from chemical pollution and designed in accordance with standards stipulated in the County of San Mateo's Groundwater Protection Program. The Applicant shall ensure that any development occurring on parcels where dewatering is needed is subject to review and approval by the County of San Mateo's Groundwater Protection Program. (SP Policy 6-8).

28. The Applicant shall provide estimates of construction dewatering duration, rates, volumes, methods, radius of impact, and disposal plan and provide updated evaluations during construction. The Applicant shall pay, in full, the costs for the City's third-party consultant to monitor and confirm validity of the estimates during construction after dewatering efforts are underway and site conditions are better understood at a frequency determined by the City. The project shall be phased such that groundwater extractions do not exceed more than 8.5 percent of total designated max pumping volume allocation for the City of San Bruno from the South Westside Basin (i.e., less than 200 AF per year or less than 1,000 AF over 5 years). (SP Policy 6-20).

29. The Applicant or City (reimbursed by the applicant) shall evaluate the proposed dewatering discharge's impacts on the utility system and limit volumes, flow rates or timing of dewatering water discharge based on City storm drain or other utility capacity constraints to the satisfaction of the City Engineer. Fees will be assessed as appropriate. (SP Policy 6-21).

30. Construction dewatering shall be held in baker tanks to settle solids and allow for testing to confirm the water is free from contamination prior to being discharged to the storm system, unless otherwise approved by the Regional Water Quality Control Board and/or City Engineer. (SP Policy 6-22).

31. The Applicant shall ensure that dewatering water quality is monitored and the presence of contaminants such as hydrocarbons and VOCs is ascertained. If petroleum hydrocarbons or VOCs are detected in dewatering water, the Applicant shall obtain a Fuel and VOC General Permit from the RWQCB prior to discharge of dewatering water to the storm drain. If petroleum hydrocarbons or VOCs are not detected in dewatering water, the Applicant shall obtain a Construction General Permit for Stormwater from the State Water Board prior to discharge of dewatering water to the storm drain. Depending on the risk level determination for each phase of construction, monitoring and reporting of various water quality parameters, including pH and turbidity, may be required. (SP Policy 6-24).

32. In the event of a failure of garage waterproofing during the lifetime of the garage, the Property Owner shall immediately take steps to inform the City Engineer and repair the failure. If these repair measures are unsuccessful as determined by the City Engineer, the Property Owner shall mitigate the flows to the extent possible and provide a report, subject to review and approval by the City Engineer, on the anticipated levels of discharge and proposal for long term disposal. The Property Owner may be required to install a flow monitor and test water quality for contaminants. The City will consider the proposed discharge's impacts on the utility system and whether this additional discharge would require the Owner to detain flow or reduce surface flow to offset what could be the expected contribution from groundwater, or pay to dispose of the water at the sewer discharge fee rate. (SP Policy 6-25). These terms may be documents in the Maintenance Agreement which will be recorded against the properties.

Fire Department

33. Provide fire extinguishers and Class I (no fire hose) wet standpipes throughout the building coverage not to exceed 250 lineal feet between devices. The matter can be addressed as a deferred submittal.

34. Elevators: Shunts to be removed. Sprinklers omitted from elevator shafts. Sprinklers also omitted from electrical rooms. Provide smoke detectors on top of shafts and equipment rooms. This matter can be addressed as a deferred submittal.

35. Fire alarm system to utilize horn strobe units in place of bells. This matter can be addressed as a deferred submittal.

36. Roof access min. 48 x 48 inches.

Police Department

37. Parking lots and associated garages, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with lighting of sufficient wattage to provide adequate illumination to make clearly visible the presence of any person on or about the premises during the hours of darkness per California Building Code requirements.

38. All exterior doors shall have their own light source which shall adequately illuminate entry/exit areas at all hours in order to provide adequate illumination for person entering and exiting the building.

39. Landscaping shall be of the type and situated in locations to maximize observation while providing the desired degree of aesthetics. Security planting materials are encouraged along fence and property lines and under vulnerable windows. Landscaping shall not conceal doors or windows from view, obstruct visibility of the parking lot from the street or business buildings, nor provide access to the roof.

40. Access control shall be utilized for vehicular and pedestrian traffic.

41. All entrances to parking areas shall be posted with appropriate signs per 22658(a) CVC, to assist in removal of vehicles at the property owners/manager's request.

42. All handicap parking stalls shall be appropriately painted and marked as per the California Vehicle Code.

43. Designated fire lanes shall be properly painted and signage that reflects the red zone is a fire lane, for proper enforcement purposes. COA remains as is.

44. The applicant shall submit emergency contact information to the Police Department for after hour's emergency contact.

CityNet

45. The applicant shall protect the existing active fiber circuits on Grundy Lane providing services to 1250 Grundy Lane. Service shall be maintained without disruption to 1250 Grundy Lane (unless approved by Building Owner in writing) until re-routing of the active fiber has been spliced, tested and finalized by the applicant. CityNet will advise in the re-routing design configuration of the existing active fiber.

46. The applicant shall temporarily relocate the existing underground fiber infrastructure including the conduits, all active fiber cables occupying the conduit and all underground utility boxes belonging to the City of San Bruno – San Bruno CityNet Services and shall re-route by trenching all existing active fiber prior to vacating and excavation of conduits

within the construction area to an interconnecting point where temporary services can be active. Any temporary relocation of existing underground fiber infrastructure shall require CityNet review and approval.

47. All conduits will be replaced on the main runs and shall be two 2-inch diameter SCH40 and all service lateral runs to buildings shall be 2-inch diameter SCH40.

48. All utility underground boxes will be equal to Christy B44 double lid with an additional minimum 8-inch extension and traffic rated covers.

49. All underground conduits sweeping into the main underground utility boxes shall be a minimum of 36-inch sweeps entering into the utility boxes vertically from underneath.

50. All conduits shall be proofed and with a minimum ¼-inch pull rope or ½-inch mule pull tape left inside.

51. All fiber cables replaced shall be a minimum 24 count armored fiber cable outdoor rated with 2 separate buffer tubes and fiber splice enclosures shall be outdoor rated and single-end entry points.

II. Prior to Building Permit Issuance

Community and Economic Development

1. The signed copy of the Conditions of Approval shall be photocopied and included as a full size page in the Building Division set of drawings.

2. The Applicant shall complete a Construction and Demolition Recycling and Waste Reduction Form.

3. Pre-construction meetings shall be held prior to the issuance of any building permit associated with the project. Attendance shall include the construction managers, contractors, property owner, and applicable City representatives.

4. A plan showing the location of any temporary contractor's storage yard or construction trailer on the property and the adjacent property to be used for construction staging and related purposes, including security fencing and lighting, shall be submitted to the Community and Economic Development Director for approval prior to installation and prior to building permit issuance. Applicant shall provide interim landscaping as required by the Community and Economic Development Director if the site is demolished and remains vacant for a period of more than three months. NOTE: A building permit is required to include the following:
    a) Submittal of plans clearly showing conformance with disability accessibility to proposed modular building in accordance with Chapter 11B of 2016 CBC
    b) Restroom facilitation
    c) Seismic tie-down system
    d) Electrical, water and sewer support systems

5. Provide a plan and program specifying methods and materials for:
    a) Pedestrian protection during construction
    b) Site fencing and securing during construction
    c) Dust control during construction
    d) BMPs/NPDES plan
    e) Temporary Power Plan

6. Prior to issuance of the mass excavation, site grading, and shoring permit, the Applicant shall address the following:
   a) Applicant shall demonstrate that the existing employees of 900 and 1000 Cherry Avenue have the ability to park in the existing parking stalls located at 1150 – 1250 Bayhill Drive and the existing parking stalls located at 1111 Bayhill Drive, as depicted in the Construction Parking Exhibit, which is included as an attachment to the City Council Staff Report.
   b) A temporary Cul-de-sac and temporary fire lane shall be provided as referenced in the Construction Parking Exhibit. The applicant shall apply for and obtain a building permit for the temporary Cul-de-sac and temporary fire lane.

7. All ground level utilities, equipment, and other project related operational/utility devices ("Items") shall be shown on the Site Development Plans consistent with the approved planning application plans. All Items shall be fully screened on all four sides from public view by a solid wall or solid wood fence that complies with San Bruno Municipal Code Chapter 12.84.150. Landscaping in the form of densely planted tall shrubs may be utilized where placement of a fence is infeasible, subject to review and determination by the Project Planner in the field. These Items shall be setback as far as feasible from street frontages and shall be fully screened with landscaping or other screening material. The building permit plans shall show the location and screening of these items and this condition shall be addressed on the construction plans submitted for any building permit, or site development permit and shall be satisfied prior to issuance of whichever permit is issued first; however; the final location and required screening of all Items shall be reviewed and approved by the Project Planner prior to release of utilities, final inspection, or issuance of a certificate of occupancy, whichever occurs first.

8. All rooftop mechanical equipment must be screened by a solid enclosure or parapet wall, in conformance with the approved planning application. Rooftop screening shall be constructed with the same building materials as the building exterior, or other compatible materials as approved by the Planning Division on the final building permit plans.

9. The Applicant shall pay all applicable fees as stipulated and described in the City Council Development Agreement.

10. Prior to issuance of a building permit, the applicant/owner of the subject property shall file a Form 7460-1 with the FAA, and shall provide the City of San Bruno an FAA determination of no hazard to air navigation, or shall provide evidence that the project is exempt from this filing requirement.

11. Prior to issuance of the Mass Excavation and Shoring Permit (including site clearing and grading), Applicant shall submit an arborist report for earthwork within the drip line of each heritage tree identified for preservation, as referenced on Sheet L-000 within the approved City Council plans. Install a six-foot-high construction fence, such as a non-movable chain link fence, to protect the tree branch and root structure for all heritage trees that will be preserved on-site. Adequate fencing should be placed around the tree drip line. Prior to issuance of building permit, such protection shall be shown clearly on the building permit plans. Prior to any construction equipment or materials being brought on-site, such fencing shall be properly installed. Tree protection fencing shall remain in place until all construction equipment, materials, and debris have been removed from the site. No mechanical equipment, material, debris, paint or paint products, pallets, chemicals, contaminated water or other foreign material shall be allowed to be placed, poured, piled, pushed, or stored within the fenced area of any protected tree. Refer to City of San Bruno

General Requirements, Section 01 51 00 Temporary Facilities and Controls, for additional tree and plant protection conditions.

12. Tree grates shall be installed for all trees in hardscape areas that are not located within a curbside planting strip. All selected tree grates used throughout the project site and tree grate specification sheet shall be documented on the Site Development Plan and shall require review/approval from the Community and Economic Development Director and the Public Works Director. The applicant shall submit the appropriate specification sheet for City review and approval prior to issuance of any building permit authorizing vertical construction.

13. The Cherry Avenue Plaza shall incorporate a hydration station. The hydration station shall be included within the Site Development Permit submittal.

14. Prior to issuance of the Site Development Permit, all new landscaping shown on the approved landscaping plan shall comply with the updated Model Water Efficient Landscape Ordinance (MWELO) requirements pursuant to Chapter 2.7 of the California Code of Regulations and Executive Order No. B-29-15. The requirements of the Model Water Efficient Landscape Ordinance shall be submitted to the Planning Division for review and approval prior to landscape construction. A Landscape Certificate of Completion shall be submitted to the Planning Division at the completion of the installation, prior to the request for a final inspection and Certificate of Occupancy. For more information on the updated MWELO compliance requirements visit:

    https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I55B69DB0D45A11DEA95CA4428EC25FA0&transitionType=Default&contextData=%28sc.Default%29.

15. Permanent off-site parking shall be required at the following locations for the life of the Phase 1 project:

    a) The subgrade parking garage located at 1000 Cherry Avenue will contain a total of 1,165 parking spaces, of which 132 spaces shall be dedicated for the benefit of 900 Cherry Avenue.

    b) After Grundy Lane realignment, the property located at 1100 Grundy Lane will have a total of 490 parking spaces, of which 201 spaces shall be dedicated for the benefit of 950 Elm Avenue.

    The Community and Economic Development Director may approve modifications to the parking allocation statistics provided above. The Community and Economic Development Director shall approve off-site parking if a covenant for the maintenance and continued use of the off-site parking spaces is approved by the City Attorney and filed with the County Recorder for recordation against title to the affected properties. The covenant shall state that the off-site parking spaces will remain available for the duration of the land use that it is required to service. Each covenant must be completed and recorded prior to issuance of any demolition, grading or other permit that allows removal of required parking on 900 Cherry Avenue or 950 Elm Avenue respectively.

16. The subgrade parking structures located at Phase 1 North and Phase 1 South shall provide dedicated motorcycle parking consistent with the provisions within Chapter 12.100.040 of the San Bruno Municipal Code and Resolution No. 2020-13.

17. The surface parking lot improvements at 1100 Grundy Lane shall be subject to the provisions within Chapter 12.100.040 of the San Bruno Municipal Code and Resolution No. 2020-13.

18. The applicant shall submit a Construction Management Plan for all temporary parking areas that are required during the different phases of construction for the proposed Phase 1 project. The Construction Management Plan shall include all information presented in the Construction Parking Exhibit, which is included as an attachment to the City Council Staff Report. The Construction Management Plan shall include the square footage of all impacted buildings, the occupancy statistics for all impacted buildings, identify the location of all construction worker parking.

19. All temporary parking areas shall be consistent with the Phase 1 Construction Parking Exhibit, which is included as an attachment to the City Council Staff Report, as may be amended with approval by the Community and Economic Development Director.

20. The applicant shall address the following regarding mechanical parking:

    a) Recordation of an "Agreement Guaranteeing Maintenance of Mechanical Parking Facility" prior to issuance of Core and Shell permit. The Mechanical Parking Facility shall incorporate a mechanism that would allow for vehicles to be retrieved during a power outage event.

    b) Recordation of an "Agreement to Provide Parking Attendant" when a mechanical or automated parking facility is used to satisfy required commercial or office, visitor or customer parking prior to issuance of Core and Shell permit.

    c) The proposed mechanical parking facilities shall comply will all applicable local, state, and federal standards, including, but not limited to, Fire and Building Code requirements.

21. The Planting Images located on Sheet L-005 shall be updated to be consistent with all proposed landscaping identified on the Planting Schedule located on Sheet L-004.

22. Outdoor lighting, including exterior mounted building lighting, shall be designed to minimize night sky light pollution, glare, and light spillage onto adjacent buildings and properties. Lighting shall comply with Title 24 and CalGreen lighting requirements for non-residential occupancies, and Dark Sky Initiative elements as applicable. Fixtures shall be shielded and exterior-rated IP65 or better, with dimming controls if available. SP Policy 3-17). All lighting details shall be included within the Site Development Permit plans.

23. Building shall incorporate non-reflective materials to minimize glare, and interior lighting that is shielded and/or diffused to minimize visibility of light sources from outside. Anti-reflective glass is required for office, commercial, and other building types that incorporate large expanses of glazing. (SP Policy 3-26). Anti-reflective glass with a reflectivity rating of 10% - 20% shall be required for the project.

24. Require new development to install water-efficient appliances and fixtures. Examples of such appliances and fixtures include low-flow faucets and toilets, in accordance with the latest version of California Code of Regulations Title 20 – (SP Policy 5-4). Water efficient appliances and fixtures shall be used throughout the entire Phase 1 project. Details regarding water efficient appliances and fixtures shall be provided on the Core and Shell Permit plans.

25. Employ Low-Impact Design. Require new development to incorporate low-impact design (LID), such as natural drainage systems and groundwater recharge features, consistent with stormwater permit requirements and the Green Infrastructure Plan. Utilize LID

techniques to infiltrate, store, detain, evapotranspire, and/or bio-treat stormwater runoff close to its source, where feasible. (SP Policy 5-16).

26. Conduct construction activities, including those taking place on parking lots, outside of the bird-nesting season (February 1 to August 31) to the extent feasible. If construction activities cannot be scheduled outside of bird-nesting season, pre-construction surveys shall be conducted by a qualified biologist to identify any active nests for urban-adapted passerines or raptors that may be disturbed during construction activities. (note: SP Policy 3-2 (k) requires that any trees removed shall be replaced on a one for one basis).
    a) Surveys shall include a search of all trees and ornamental landscaping that could provide suitable nesting habitat within a 500-foot radius of the proposed disturbance area. Surveys shall occur within 14 days prior to the start of construction activities, or after any construction breaks of 14 days or more.
    b) If active nests are identified, and the biologist determines that construction activities could affect the active nests, a no-disturbance buffer area shall be established (typically 250-500 feet) and all construction activities within the buffer area shall be prohibited until the biologist has determined that the nests are no longer in use. If no active nests are detected during pre-construction surveys, no additional measures are required. (SP Policy 6-26). The requirements specified above must be addressed prior to Demolition Permit issuance.

27. Avoid any significant impacts to archaeological resources and tribal cultural resources. Due to the reasonable potential for archaeological and tribal cultural resources to be present within the Plan Area, an Archaeological Monitoring Plan (AMP) shall be developed by a qualified professional archaeologist/tribal cultural resource specialist prior to any significant excavation, trenching or grading for a building development project to determine specific areas of archaeological and/or tribal cultural resource sensitivity within proposed work areas, with a copy provided to the Community and Economic Development Director.
    a) The AMP shall determine whether an on-site qualified professional archaeological/tribal cultural resource monitor is required during project-related ground disturbance.
    b) The AMP shall include protocol that outlines tribal cultural and archaeological monitoring best practices, anticipated resource types, and an Unanticipated Discovery Protocol (UDP). The UDP shall describe steps to follow if unanticipated archaeological discoveries are made during project activities work and a chain of contact. (SP Policy 6-27)

28. Ensure that contractors can recognize archaeological and tribal cultural resources in the event that they are discovered during construction. Prior to excavation, trenching or grading for a building development project, all contractors who are involved with earthmoving activities shall receive training overseen by a qualified professional archaeologist/tribal cultural resource specialist who is experienced in teaching non-specialists. They shall also be notified of the UDP outlined in the AMP. A copy of the training sign-in sheet shall be maintained and made available to the City upon request. (SP Policy 6-28)

29. Require that all applicants proposing to undertake excavation, drilling, or pile-driving activities for new buildings within the Plan Area retain a qualified paleontologist prior to the start of any ground-disturbing activities. The paleontologist should be qualified as defined

by the Society for Vertebrate Paleontology and experienced in teaching non-specialists. The qualified paleontologist shall train all construction personnel who are involved with earthmoving activities, including the site superintendent, regarding the possibility of encountering fossils, the appearance and types of fossils that are likely to be seen during construction, and proper notification procedures should fossils be encountered. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying a qualified paleontologist, who shall evaluate the significance. The qualified paleontologist shall also make periodic visits during earthmoving in high sensitivity sites to verify that workers are following the established procedures. (SP Policy 6-32)

30. The Applicant shall install additional street trees plantings at approximately 20 feet on center along Grundy Lane and Bayhill Drive to the satisfaction of the Community and Economic Development Director. Currently, the plans depict gaps in street tree plantings of approximately 200 feet along the Grundy Lane frontage of Phase 1 North, approximately 230 feet along the Grundy Lane front of Phase 1 South, and approximately 150 feet along the Bayhill Drive frontage of Phase 1 South.

31. Sheet A-001: At building permit phase, plans shall include means of egress analysis that includes all areas that are affected by the proposed work, including the courtyard located between the existing and proposed building located at 1000 Cherry Avenue.

32. Prior to Core and Shell permit issuance, the applicant shall submit a signed written agreement from all affected property owners allowing the elevated courtyard and the pedestrian bridge to cross the shared side property line between the proposed Phase 1 South Building and the Lakes (1150-1250 Bayhill Drive) property.

33. Sheet 1N.A-101 and similar for subterranean parking levels, show the property line location in respect to the improvements. Ensure all improvements are located within the property. Where encroachment is into the public right of way, obtain review and approval from Public Works.

34. Substructure outlines for Lot 1N and Lot 1S as shown on the VTM is inconsistent with the floor plans shown on Sheets 1N.A-100 to 1N.A-102 and 1S.A-100 to 1S.A-102 in the Phase 1 plans. Revise substructure outlines to be consistent amongst all documents.

Public Works

35. The Applicant shall pay all required utility fees and post all applicable bonds for infrastructure improvements to be dedicated to the City prior to issuance of any permit impacting public rights-of-way and/or public easements.

36. Prior to issuance of Core & Shell permit for any new building, the Applicant shall submit a water service request application to the Public Works Department and pay for all current, on-site service connection fees (including but not limited to Water and Wastewater). Fees shall be determined based on the current fee schedule at the time of permit issuance or as clarified in the Development Agreement.

37. The Applicant shall submit Improvement Plans, Final Map, and project related agreements for City review prior to or concurrently with the Foundations & Structure Permit resubmittal. The Applicant shall obtain City approval for the Improvement Plans, Final Map, and project related agreements prior to issuance of Foundations & Structure permit

or any other permit authorizing construction of any new building. Changes to the permitting sequence will need to be reviewed and approved by the City.

38. The Applicant shall submit a construction management plan (CMP) and phasing schedule for City review and approval prior to issuance of a demolition, grading or building permit, and ongoing throughout demolition, grading and/or construction. The CMP shall outline traffic management strategies to reduce, to the extent feasible, traffic congestion, closures on the transportation network including emergency access and emergency response vehicles, the effects of parking demand by construction workers, and other nearby projects that could be simultaneously under construction. (SP Policy 4-12). Existing on-street parking shall not be impacted by project construction without permission from the Public Works Department.

39. The Applicant shall provide the name and 24-hour emergency phone number of the contact person in charge of construction. This information shall be conspicuously posted and publicly visible from outside of the construction site.

40. The Applicant shall apply for and obtain an Encroachment Permit from the Public Works Department for all work in the City's public rights-of-way, easements, or property in which the City holds interest prior to building permit issuance. An Encroachment Permit shall also be required for any traffic control of roadways during construction. The permit application shall include Traffic Control Plans for review and approval by the City.

41. Prior to the issuance of encroachment permit for public improvements involving the Elm Avenue/Grundy Lane realignment and approval of the Final Map, the Applicant shall obtain written affirmation/consent from the owner of the Marriott property (1050 Bayhill Drive) and the Marriott hotel operator (if different parties) agreeing to lose access to its rear driveway north of the realigned Grundy Lane as a consequence of the City vacating the northern end of Elm Avenue right-of-way fronting Marriott's property. Prior to vacation taking effect, upon receiving the City's approval of necessary plans and permits the Applicant shall (a) remove all paving and other surface improvements within the portion of the to-be-vacated section of Elm Avenue owned by Marriott, (2) grade the area and cover with mulch or another acceptable treatment, and (3) install a landscaping strip across the southern end of Marriott's portion of vacated Elm Avenue at least fifteen (15) feet deep; provided, however, if the owner of the Marriott property notifies the City that it assumes responsibility for and intends to use the paved portion of vacated Elm Avenue, this work by Applicant shall not be required.

42. All above and below grade connections/crossings shall be privately owned and maintained. The Property Owner is responsible for the maintenance and repair of all below and above grade connections/crossings (i.e., tunnels and bridges), and shall indemnify, defend, and hold harmless the City of San Bruno, its elected and appointed officials, employees, and agents and other utility providers from and against any costs, claims, or liabilities arising in the event of any damages to the road or otherwise caused by problems with the below and above grade connections/crossings. Prior to the issuance of encroachment permit for public improvements and any permit authorizing construction of any new building and/or as part of each final map where a garage will extend beneath a public utility easement (PUE), or where a garage tunnel or bridge will cross a street and PUEs, the Property Owner shall execute an "Overlap Liability Acknowledgment", in a form approved by the City Attorney, for the below and above ground connections/crossings within the public rights-of-way and/or public easements. The agreement shall be recorded against the properties. Easements for the below and above grade connections/crossings

within the public rights-of-way and/or public easements may be dedicated through the Final Map or separate survey instrument.

43. The requirements of Section 9.1 of the Development Agreement between the City and Google LLC for the YouTube Project shall apply regarding insurance required for all construction and shall continue to apply to any construction following expiration or termination of the Development Agreement.

44. Prior to the issuance of encroachment permit for public improvements and any associated building permit(s), the Applicant shall enter into an Improvement Agreement for the associated improvements to (a) guarantee installation of all improvements required of the project and (b) be consistent with the terms of the Development Agreement and the reimbursement agreement between Applicant and City, to provide for payment of all City inspection and plan check charges associated with the installation of public and private improvements including, but not limited to, sanitary sewer, storm drain, stormwater treatment, water systems and street lights. The Improvement Agreement shall be recorded against the properties.

45. As to vacation of the western portion of Grundy Lane and excavation of the Grundy Lane right-of-way as part of Phase 1 garage and tunnel construction, the Applicant may elect to either (a) request City approval of a vacation resolution in advance of the Final Map to implement vacation, together with a request for approval of a mass excavation permit, or (b) request City approval of an encroachment permit together with a mass excavation permit to begin work while waiting for vacation via the Final Map. In either case an Improvement Agreement is required that also provides bonds or other security sufficient in the City's discretion to rebuild Grundy Lane in its original configuration if the Applicant begins excavation but fails to build the realigned Grundy Lane, with terms allowing the City to exercise its right to use the security if the Applicant fails to complete the road realignment within five (5) years of receiving the excavation permit or otherwise demonstrates that the Applicant does not intend to complete the road realignment; provided, depending on the progress made by the Applicant and other circumstances, the City may elect to use the security to complete Grundy Lane in its realigned location, in which case the Applicant shall grant the City fee title interest in the new Grundy Lane right-of-way alignment and the City shall vacate its easement in the original Grundy Lane alignment. Whether vacation of the City's easement occurs via a resolution or through the Final Map, it shall be conditioned on the realigned road being completed and accepted by City.

46. Prior to the issuance of encroachment permit for public improvements and any permit authorizing construction of any new building, the Property Owner shall execute a Maintenance Agreement, in a form approved by the City Attorney, to ensure long-term maintenance and servicing by the property owner and/or designated management personnel of the privately-owned and certain publicly-owned improvements. Maintenance responsibilities shall include, but are not limited to, street trees, landscaping and irrigation systems, street lighting systems, private utility lines such as sanitary sewer and storm drain, curb, gutter, sidewalk, signs and curb markings, driveways, stormwater treatment measures and ground slopes. Sidewalk maintenance includes repair of sidewalk uplift caused by street trees. All public utilities shall be maintained by the City, unless otherwise noted. The Maintenance Agreement shall be recorded against the properties.

47. Prior to the issuance of any permit for construction or demolition activity, the Applicant shall file a Notice of Intent and obtain coverage under the California State Water Resources Control Board Construction General Permit, including preparation and

implementation of a Stormwater Pollution Prevention Plan (SWPPP). The Applicant shall comply with all requirements of the permit to minimize pollution of stormwater discharges during construction activities. The permit shall include any work by public and/or private utilities performing work on behalf of the Applicant. The Applicant shall be responsible for submitting all required project closeout documents and closing out of permit after completion of project.

48. The Applicant shall provide a copy of the project Stormwater Pollution Prevention Plan (SWPPP) to the City.

49. Mass Excavation/Shoring permit plans shall minimize the need for off-haul from the project site. Design shall incorporate all elements of the applicable geotechnical report(s) and include a pre- and post-consolidation plan, if applicable. Mass Excavation/Shoring permit plans shall also be signed by the Geotechnical Engineer indicating that the plans are in compliance with the geotechnical report and be subject to review and approval by the City Engineer.

50. Mass Excavation/Shoring permit plans shall indicate the amount of soil to be removed, disposal sites, the number of truck trips required and the proposed haul routes. Final haul route within San Bruno shall be approved by the City Engineer.

51. Prior to issuance of Mass Excavation/Shoring permit, the Applicant shall coordinate and propose haul route(s) so that hauling activities are not conducted at the same time and along the same route as the 901 Cherry Avenue development, if it is determined that hauling activities for both projects could occur simultaneously. (Mitigation Measure NOI-4).

52. The Applicant shall comply with Regional Water Quality Control Board regulations, including preparing a SWPPP and obtaining a WDID number. Mass Excavation/Shoring permit plans shall show all adjacent properties sufficiently to assure that the proposed grading does not negatively impact adjacent lands and shall incorporate drainage features necessary to assure continued drainage without erosion and drainage entering from adjacent properties.

53. Prior to issuance of encroachment permit for public improvements and any permit authorizing construction of any new building, the Applicant shall prepare and submit a Stormwater Management Plan that illustrates compliance with all requirements of the Municipal Regional Stormwater NPDES Permit Provision C.3 and San Mateo Countywide Water Pollution Prevention Program's (SMCWPPP) C.3 Stormwater Technical Guidance to the satisfaction of the City Engineer.

54. Prior to the issuance of any encroachment permit for public improvements and any permit authorizing construction of any new building, the Property Owner shall enter into a Stormwater Treatment Measures Maintenance Agreement with the City, in a form approved by the City Attorney, to ensure long-term maintenance and servicing by the Property Owner and/or designated management personnel of stormwater on-site and off-site design and treatment control measures according to the approved Maintenance Plan(s). The Stormwater Treatment Measures Maintenance Agreement shall be recorded against the properties.

55. A Maintenance Plan for every stormwater treatment control measure or applicable site design measure, inclusive of maintenance and inspection checklists and Maintenance Inspection Report Forms, shall be submitted to the City for review and approval. A copy of the final, approved Maintenance Plan(s) shall be made a part of the Stormwater

Treatment Measures Maintenance Agreement. A copy of the final, approved Maintenance Plan(s) shall also be on file with the Engineering Division.

56. The Applicant shall submit a complete Geotechnical analysis/report at the time of building permit submittal. The Applicant shall implement the recommendations of a geotechnical report by a registered Geotechnical Engineer. The geotechnical investigation shall provide data to evaluate the geotechnical conditions of the site and provide seismic, landslide, mudslide, and groundwater evaluation and recommendations, and recommendations for appropriate soil engineering to reduce seismic hazards. The geotechnical investigation shall also discuss and provide recommendations for trenching and pavement sections, including traffic index and R-value.

57. The Applicant shall perform two pavement condition surveys to determine the Pavement Condition Index (PCI) along the project frontage (at Cherry Avenue and Bayhill Drive) and the approved haul route(s) to freeway on-ramps prior to the start of construction and after construction is complete. The surveys shall be performed by professional pavement inspectors conducting detailed examinations of pavement surface features such as cracking and depressions in accordance with the requirements of ASTM D6433-11, "Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys." Copies of both survey results shall be provided to the City. The Applicant shall make any repairs to the roadway necessary to attain the pre-construction PCI or better. Where significant repairs are needed as a result of project construction, the Applicant shall pave full roadway width and not half street, unless approved by the City Engineer.

58. The Applicant shall submit conceptual design plans for work within or adjacent to Caltrans rights-of-way to Caltrans for review and consent to the extent required under applicable Caltrans authority. Prior to issuance of any permits affecting Caltrans, the Applicant shall provide Caltrans approval or consent letter to the City for review.

59. The Applicant shall submit conceptual design plans for work within or adjacent to San Francisco Public Utilities Commission (SFPUC) easements, including construction methods for protecting SFPUC water transmission pipelines, to SFPUC for review and consent to the extent required under applicable SFPUC authority. Prior to issuance of any permits affecting San Francisco Public Utilities Commission (SFPUC), the Applicant shall provide SFPUC approval or consent letter to the City for review. (Plan Policy 2-19).

60. Discharge of groundwater during construction shall comply with the City of San Bruno Municipal Code, Chapter 10.12.150 (General discharge regulations). The Applicant is responsible for obtaining any and all permits required for discharging groundwater and any other dewatering activities.

61. Do not grade onto adjoining private property without obtaining the necessary permit(s) and prior written authorization from the respective property owner(s).

62. Prior to issuance of Foundations & Structure permit, the Applicant shall provide structural design and waterproofing for all subsurface garages. The proposed waterproofing should be designed so that dewatering does not take place during the life of the buildings. Garage walls and floors shall not be painted to mask the evidence of water intrusion. Submit an ongoing monitoring plan for City review and approval prior to issuance of final occupancy permit and allow the City or its representatives access to independently inspect waterproofing. (SP Policy 6-23).

Fire Department

63. Safety Plans for the construction process to be approved by the Fire Marshall prior to Mass Excavation and Shoring Permit issuance.

64. FDC/double-detector check valves and fire hydrant locations to be approved by Fire Marshal prior to the issuance of the Core and Shell Permit.

65. Provide signage to identify the location of garage standpipes prior to the issuance of the Core and Shell Permit.

66. Dead-end fire service water mains shall not exceed 500 feet in length and/or have more than five Fire Department appliances, shall be looped around the site or building and have a minimum of two points of water supply or street connection. Zone valves shall be installed as recommended under NFPA 24 and the Fire Marshal. All details shall be addressed as part of the Site Development Permit.

67. Stairwells shall be numbered to coincide with elevator locations as feasible. All details shall be addressed as part of the Core and Shell Permit.

68. Knox Boxes shall be provided at each main stairwell entrance, front lobby, and a Knox Elevator Box shall be located near the central bank of elevators. Two sets of keys to be provided for each Knox Box. All details shall be addressed as part of the Core and Shell Permit.

69. All rooms to be identified by use. All details shall be addressed as part of the Interior Architecture Permit.

70. Car stackers and car puzzler shall conform to the June 21, 2021 version of San Bruno's Standard. All details shall be addressed as part of the Core and Shell Permit. Any deviations from the June 21, 2021 version of San Bruno's Standard shall be approved by the Fire Marshall.

III. Improvement Plans

Public Works

1. The Applicant shall submit any project phasing with the improvement plans.

2. Improvement plans shall be prepared pursuant to the City of San Bruno Municipal Code (Muni Code), City standard details and specifications, State law and regulations, and standard engineering practice. In the event of conflicts, the Muni Code shall govern unless approved by the City Engineer.

3. All improvement plans for work within the public right-of-way shall be submitted on 22" x 34" standard plan sheets. Scale shall be sufficiently large for clarity and review. Street improvement plans and profiles shall have a minimum of 1"=20' scale. The site plan and finished grading plans shall have a minimum of 1"=40' scale.

4. The Applicant shall submit engineered improvement plans (including specifications & engineer's cost estimates) for approval by the City Engineer, showing the infrastructure necessary to serve the project. The improvement plans shall include, but are not limited to, all engineering calculations necessary to substantiate the design, proposed roadways, drainage improvements, utilities including CityNet service, traffic control devices, retaining and/or sound walls, waterlines, sanitary sewers, and storm drains, street lighting, common

area landscaping, stormwater management plan, signing and striping, and other project improvements.

5. The Applicant shall provide, as of its improvement plans submittal and/or building plan submittal, detailed structural calculations and design details for retaining walls and sound walls, which may be constructed as part of the project. Walls shall incorporate drainage features recommended in the geotechnical report to ensure proper drainage. The aesthetic design shall be to the satisfaction of the Community and Economic Development Director. The structural and drainage design shall be to the satisfaction of the City Engineer and Building Official.

6. At the time that the improvement plans are submitted, the Applicant shall submit a copy of the Notice of Intent filing, including the project's Stormwater Pollution Prevention Plan, to the Public Works Department.

7. Temporary pedestrian and vehicular access shall be provided, especially where existing facilities cannot be maintained, during construction to the satisfaction of the City Engineer. At no time shall construction impede pedestrian access to and from existing businesses and/or services; however, the City acknowledges that Grundy Lane closure and other temporary road closures will be necessary during construction. Final improvements shall include accessible path of travel along all roadways.

8. All sidewalks, curb and gutter shall be monolithic, except for locations where the sidewalk is not directly adjacent to the curb and gutter; and gutters shall have grades that direct stormwater flows into the City's stormwater system and shall not create any ponding within the public right-of-way.

9. All sidewalks shall be located within the public right-of-way, or if on private property then subject to either a public access easement or a Public Access Agreement to be recorded against title to the property (unless another condition of approval specifies using an easement or an agreement). The decision whether to require an easement or agreement shall be at the discretion of the City Manager, with the form and terms of the easement or agreement reasonably satisfactory to the City Attorney. Sidewalks shall meet City and/or Caltrans standards whichever is more stringent.

10. The Applicant shall dedicate a public access easement to the City to maintain a minimum of 6-ft wide public sidewalk along the proposed bus duck-in along the west side of Cherry Avenue between Grundy Lane and Bayhill Drive, adjacent to 901 Cherry Avenue.

11. The design of the shuttle bus duck-in proposed to be located along the west side of Cherry Avenue, adjacent to 901 Cherry Avenue, shall be submitted for City review and approval. The proposed bus duck-in shall be designed to maintain surface flows and prevent ponding of storm water.

12. All curb ramps shall be directional and installed to comply with ADA requirements and in compliance with Caltrans standards and specifications, unless approved by the City Engineer. The Applicant shall upgrade all curb ramps serving crossings that connect to the project frontage and provide a separate ramp for each crossing; and dedicate public access easements where needed and possible to support the curb ramp improvements. All curb ramps shall be installed based on this condition, unless technically infeasible, in which case the final review and determination will be made by the City Engineer.

13. The bulb out and curb extension along the west side of the Cherry Avenue and Grundy Lane intersection shall be designed to include features for pedestrian protection and safety.

14. The proposed Traeger Avenue cross section between Bayhill Drive and San Bruno Avenue shall be centered with the center of the Traeger Avenue right-of-way, and be symmetrical with a 6-ft wide median at the center and two 11-ft travel lanes, a 6.5-ft curbside planting area and 10-ft sidewalk on each side of the median, unless otherwise approved by the City Engineer. Exact limits of construction for improvements will be determined at the time of development of the adjacent parcel. At the City's discretion, requirements for developments may be reduced based on the scope of the development.

15. The proposed Elm Avenue cross section between Bayhill Drive and San Bruno Avenue shall be centered with the center of the Elm Avenue right-of-way. The Elm Avenue cross sections vary towards the intersections at Bayhill Drive and San Bruno Avenue, and shall be submitted to the City for review and approval. Exact limits of construction for improvements will be determined at the time of development of the adjacent parcel. At the City's discretion, requirements for developments may be reduced based on the scope of the development.

16. At-grade markers or monuments shall be provided to physically and permanently mark the limits of the below grade connections/crossings to the satisfaction of the City Engineer.

17. A faux concrete cap or other sacrificial barrier with color indication shall be installed directly above the below grade connections/crossings, or the below grade crossing concrete shall be colored.

18. A minimum of 12-inches of vertical clearance shall be provided between the bottom of existing or proposed utilities and the top of the below grade connections/crossings.

19. Resurface the full width of Cherry Avenue between Bayhill Drive and Interstate 380 by grinding the existing surface asphalt concrete to a depth of 2-inches and placing 2-inches of new asphalt concrete material (a 2-inch mill and fill). Resurfacing shall include replacing existing traffic signal detector loops, traffic lines, pavement markers and pavement markings, as needed. Pavement markings shall be replaced using thermoplastic material.

20. Laterals and services for future use may be considered at the discretion of the City Engineer.

21. Sanitary sewer, storm drain, and water laterals/services shall connect perpendicular to their respective utility mains. Where utility mains do not currently exist, the Applicant shall be responsible for extending the utility mains for the connection of the proposed laterals.

22. The Applicant shall pothole new utility crossings to investigate potential conflicts and provide pothole data in the improvement plans. The Applicant shall be responsible for resolving any conflicts during the design process and ensure compliance with utility separation requirements. The Applicant shall assume all risk for any utility work done without potholing. Separate encroachment permit may be required for potholing work.

23. All major City utilities (e.g. valve clusters, meter assemblies, backflow assemblies and manholes) shall be drawn to scale to show the relationship with any adjacent structures, utilities, and easement and/or property lines.

24. All privately maintained infrastructure and devices shall be located outside of the public rights-of-way and easements, unless approved by the City Engineer. This includes sanitary sewer and stormwater devices, pump systems, grease traps, oil separators, and electrical transformers and vaults that only serve the Applicant's project. Above ground utilities shall not create tripping hazards and shall be appropriately screened and secured. Fiber optic network facilities may be located within the public right-of-way upon review and

approval by the City and the Property Owner enters into an Encroachment Agreement with the City.

25. Utility clearances between utility mains, joint trench, structures, or other objects shall be a minimum of 5-ft from outside of pipe/trench to outside of pipe/trench, unless otherwise approved by the City Engineer, and comply with City standards and specifications and the requirements of the affected utility companies. Water main design shall also comply with the State Water Resources Control Board's Division of Drinking Water regulations.

26. San Bruno Water Division will operate and maintain water facilities up to the water meter. The Applicant shall design and construct water facilities according to City standard details and specifications. During construction, only San Bruno Water Division water personnel will be allowed to operate existing water facilities including water valves to facilitate any shut-downs required for construction.

27. The Applicant shall provide a mutually agreed upon rooftop antenna installation location to accommodate "Remote Water Meter Reading" system. Location shall include access to a dedicated 110V, 20 amp electrical circuit and a conduit run to the point of connection at the nearest CityNet utility box. If the Applicant decides to propose an alternative method for remote reading of the project's water meters, the Applicant shall coordinate with the San Bruno Water Division on the proposed alternate and submit documents and information as requested for the City for review and consideration; however, there is no guarantee of approval of the alternative method.

28. Separate water services, meters, and backflow preventers are required and shall be provided for domestic, irrigation, and fire. Below ground in-line water meter is required for fire service(s).

29. Water meter bypass is required for 3" domestic water service or greater. Fire line bypass may be required by the Fire Marshall on a case-by-case basis. Bypass valves should be located outside of the sidewalk and should not be located within the gutter pan.

30. Backflow protection on water services shall be required and accessible to Public Works staff at all times. The backflow preventer shall be installed above grade, located on private property, accessible to Public Works staff from the outside for testing, and subject to the City Engineer's approval. Backflow preventers may be placed within an enclosed room upon review and approval by the Public Works Department; however, the Applicant shall not hold the City liable for any damages caused by installing backflow devices within the building.

31. New water main shall be located a minimum of 8-ft from face of curb with no other utilities between the water line and curb unless technically infeasible, in which case the final review and determination will be made by the City Engineer.

32. The new 10-inch (inner diameter) water pipeline along the proposed Grundy Lane realignment shall connect to the existing water pipeline along the west side of 950 Elm Avenue, which shall be upsized to a 10-inch (inner diameter) pipe and connect to the existing water pipeline along Bayhill Drive. New private fire water services, backflow preventers, meters, and meter bypasses (if applicable) shall be provided for connection to the private fire hydrants at 1100 Grundy Lane and 950 Elm Avenue. Any proposed modifications to the water pipeline alignment shall be submitted to the City for review and subject to the approval of the City Engineer.

33. Model proposed pipes in City's hydraulic model for conformance with Water Master Plan and design standards. Require that when projects and/or development involve modifying or relocating water distribution pipes, that the proposed pipe is modeled in the City's hydraulic model and that it meets the requirements of the City's Water Master Plan and City's design standard. (SP Policy 5-8) The cost for the City's third party consultant to update the City's hydraulic model shall be paid in full by the Applicant.

34. The Applicant shall conduct and submit video pipeline inspections to determine the existing condition of the sanitary sewer and storm drain mains across the project frontages and to the nearest upstream and downstream manholes. The Applicant shall be responsible for replacing and/or repairing any pipes or structures as needed to connect to the City's sewer and storm drain systems to the satisfaction of the City Engineer.

35. The Applicant shall indicate number of sewer laterals required for the project. Laterals are considered at the discretion of the City Engineer.

36. New sanitary sewer system shall be aligned in a way where manholes will not be in line with vehicular wheel path and not within any parking lane to the extent feasible and satisfactory to the City Engineer.

37. The Applicant shall field verify the alignment and size of the existing sewer pipe along the west property line of 950 Elm Avenue. The Applicant shall be responsible for resolving any conflicts that arise and for amending the public utility easement to follow the actual alignment of the existing sewer pipe.

38. Existing sewer pipe within the portion of Bayhill Drive to be improved shall be realigned to be within the street and not under the new curb and gutter to the extent feasible and satisfactory to the City Engineer. Pipes shall not be installed under/in line with the curb and gutter.

39. Discharges from indoor/outdoor mat/equipment/hood filter wash racks or covered outdoor wash racks for restaurants shall be plumbed to the sanitary sewer system.

40. Restaurants and large kitchens shall have a sink or other cleaning area large enough to clean the largest mat or piece of equipment. The cleaning area shall be indoors or in a roofed area outdoors, connected to a grease separator prior to discharging to the sanitary sewer. Outdoor cleaning areas shall be designed to prevent stormwater run-on from entering the sanitary sewer and to prevent stormwater run-off from carrying pollutants to the site storm drains. Signs shall be posted indicating that all food service equipment washing activities shall be conducted in a specified area. As an additional compliance path, Applicant may procure offsite mat clearing services.

41. Grease separator shall be located on private property and be easily accessible for maintenance and inspection. Regular maintenance and cleaning of the grease separator is required.

42. Boiler drain lines, roof top equipment with drain lines, and/or equipment for washing and/or steam cleaning activities shall be connected to the sanitary sewer system.

43. Air conditioning condensate shall drain to landscaping, or alternatively may be connected to the sanitary sewer system.

44. At the time that the Improvement Plans are submitted, the Applicant shall provide a final Drainage Report for the project prepared by a qualified California Registered Civil

Engineer for City review and approval. All development, including interim conditions during construction and interim conditions with temporary improvements, within the Project Site is required to address stormwater management and implement stormwater control measures, including but not limited to on-site detention facilities, capture and re-use measures, green roofs, and/or other measures approved by the City, designed to maintain or reduce current, pre-development, surface runoff and stormwater discharge to the public storm drain system. The Drainage Report shall contain the following:

a. Verification of existing pipe network including pipe size, elevation, material, capacity and condition, including the existing stormwater collection system in Bayhill Drive and Cherry Avenue.

b. Hydrologic analysis of construction period conditions and implementation of all temporary facilities necessary during construction to avoid increases in peak flows.

c. Hydrologic analysis of existing and proposed operational peak flows that accounts for all areas that will be disturbed by new development.

d. Hydraulic analysis for evaluating pipe capacity and sizing of new pipes. The capacity of existing pipes that are proposed for re-use and new pipes shall be sized in accordance with the City's methodology, as noted in the San Bruno Municipal Code or otherwise approved by the City Engineer. New pipes in the public right of way, if required, shall be reinforced concrete pipes and have a minimum size of 15 inches.

45. The Applicant shall implement all permanent facilities necessary to avoid increases in operational peak flows. (Mitigation Measure HWQ-2 & Plan Policy 5-15). A tributary drainage area map shall be included in the Drainage Report.

46. Pervious pavement above the underground structure is impervious as it does not allow infiltration into native soil. The Applicant shall provide additional pervious area and/or propose other facilities so that post-project stormwater discharge is less than or equivalent to the pre-project discharge volume.

47. All public drainage improvements shall comply with City standards and specifications to the satisfaction of the City Engineer.

48. Drainage across private property lines is not permitted without approved easements, except where existing non-hazardous conditions (as determined by the City Engineer) are maintained.

49. New storm drain systems, private and public, shall be designed to withstand a 25-year storm. The 100-year storm shall be contained within the public right-of-way.

50. Storm drain lateral diameter shall be sized to convey storm water or 12" minimum, whichever greater.

51. Storm drain overflow inlets and connections shall be provided for all bioretention areas and/or other stormwater treatment facilities within Grundy Lane and Bayhill Drive.

52. New storm drain system shall be aligned in a way where manholes will not be in line with vehicular wheel path and not within any parking lane to the extent feasible and satisfaction of the City Engineer.

53. All on-site drainage shall be collected in a piped system and discharged directly to the public storm drain system. Drainage shall not run-off onto public right-of-way.

54. Storm drain laterals shall connect to the public storm drain system at a manhole, or other storm drain structure as appropriate (i.e. catch basin). If one does not exist, a new public

storm drain structure shall be installed for the proposed storm drain lateral connection, unless approved by the City Engineer.

55. The Property Owner is responsible for the maintenance of all on-site pump system(s), if any, and shall defend, indemnify, and hold harmless the City of San Bruno, its elected and appointed officials, employees, and agents from and against any costs, claims, or liabilities arising in the event of a system failure.

56. The storm drain structure used for the connection of the Grundy Lane storm drain pipe to the public 72-inch storm drain main at the east end of Grundy Lane shall be designed to accommodate a 96-inch pipe connection to the north and to the south to the satisfaction of the City Engineer. The structure shall be designed to connect to the existing 72-inch storm drain main in the interim condition until the 72-inch pipes are upsized to 96-inch pipes or the equivalent of two parallel 72-inch pipes.

57. All existing storm drain inlets along Bayhill Drive between Cherry Avenue and Traeger Avenue shall be relocated to the proposed curb line. The relocated/new storm drain inlets shall not be located in driveways or within the curb returns of driveway entrances/exits.

58. Roof drains shall drain away from the building and be directed to landscaping or a stormwater treatment measure.

59. Roof leaders and downspouts to the treatment measures shall be clearly shown on the improvement plans.

60. The Applicant shall cover loading docks to minimize run-on to and run-off from the loading area. Roof downspouts shall be positioned to direct stormwater away from the loading area. Water from covered loading dock areas shall be drained to the sanitary sewer system.

61. Implement trash capture devices on-site to reduce trash loads by 100 percent prior to discharging stormwater into the public storm drain system. Provide trash capture in public stormwater catch basins along the project frontage and any public stormwater catch basins newly installed as part of the project. Cover trash, recycling, and loading area. (SP Policy 5-18). Device details shall be approved by the City Engineer. All on-site trash capture devices shall be cleaned routinely and maintained by the Property Owner per the Stormwater Treatment Measures Maintenance Agreement.

62. All storm drain inlets shall be clearly marked with the words “No Dumping! Flows to Bay,” or equivalent using thermoplastic material or a plaque.

63. The Applicant shall prepare a Stormwater Management Plan (SWMP) and an overall plan that includes, at a minimum, exhibit(s) showing drainage areas and locations of Low Impact Development (LID) treatment measures; project watershed; total project site area and total area of land disturbed; total new and/or replaced impervious area; treatment measures and hydraulic sizing calculations; a listing of source control and site design measures to be implemented at the site; a brief summary of how the project is complying with Provision C.3 of the MRP; and detailed Maintenance Plans for each site design, source control and treatment measure requiring maintenance.

64. Details of treatment measures shall be designed in conformance with the SMCWPPP C.3 Stormwater Technical Guidance.

65. All stormwater treatment measures shown on the improvement plans shall be sufficiently dimensioned to be verified during construction by the Inspector.

66. At the time that improvement plans are submitted, the Applicant shall provide completed C.3 and C.6 Development Review Checklist(s).

67. All site design and source control measures checked “yes” in the C.3 Regulated Project Checklist’s Sections II.B and II.C shall be strictly adhered to. Source control measures shall be clearly labeled on the improvement plans.

68. If 1150, 1200, 1250 Bayhill Drive (Lakes Property) is demolished and paved for parking purposes, the Applicant shall provide stormwater treatment measures for the property in compliance with MRP Provision C.3 regulations if the surface area remains in a paved condition for more than a two year period or after completion of Phase 1 construction, whichever is earlier, unless approved by the City Engineer.

69. Stormwater treatment measures shall be provided for the full-width of Grundy Lane in front of 1250 Grundy Lane and 1100 Grundy Lane and the portion of Bayhill Drive to be improved, unless technically infeasible, in which case the final review and determination will be made by the City Engineer.

70. No treatment measures shall have standing water for more than five days for vector control.

71. Project shall incorporate landscaping that minimizes irrigation and run-off, promotes surface infiltration, minimizes the use of pesticides and fertilizers, and incorporates other appropriate sustainable landscaping practices such as Bay-Friendly Landscaping.

72. The Applicant shall provide joint trench plans for the design of dry utilities, including proposed street light system in the public right-of-way. The trench width and depth shall be to the standards of the utility companies and to the satisfaction of the City Engineer.

73. The Applicant shall provide street lighting plans, photometrics, and associated details for City review and approval. Information in the lighting plan shall include, but is not limited to, the following: pole type(s), luminaire type(s), conductor and wiring schedule, points of connection, lamp wattage, pull box locations, load and intensity calculation. The photometric plans shall comply with standards shown on ANSI/IES RP-8-18 or latest edition of American National Standard Practice for Design and Maintenance of Roadway and Parking Facility Lighting. A “high-low” fixture with mast arm for roadway and pedestrian lights for sidewalks shall be used to the maximum extent feasible. Single fixture street lights may be considered to provide supplemental lighting. Final street lights shall be subject to City approval in its reasonable discretion.

74. The lighting for the buildings shall be installed and operational prior to the issuance of a Certificate of Occupancy for the project. All new utilities shall be installed underground.

75. The Applicant shall work with Pacific Gas and Electric (PG&E), CityNet, AT&T and other utility companies with interest to coordinate the installation and/or realignment of the joint trench for the project.

76. Prior to the approval of the improvement plans, Applicant shall provide written approval or consent of the dry utility plans from all affected utility companies including, but not limited to, PG&E, CityNet, and AT&T demonstrating their review and approval of the proposed improvements.

77. The Applicant shall install all dry utilities underground within a single joint trench, if possible, and underground existing overhead lines, if any, in compliance with City, PG&E and other utility agency requirements. Joint trench shall be located underneath the sidewalk (preferred) or street, exclusive of the gutter pan, and utility boxes and vaults shall

be located within public utility easements behind the back of sidewalk, unless otherwise approved by the City Engineer. (Plan Policy 5-20).

78. Transformer(s) shall be located outside of the public right-of-way. Easement(s) shall be provided as required by the utility agency.

79. The Applicant shall relocate the SamTrans bus stop on the east side of Cherry Avenue between Bayhill Drive and Grundy Lane to the south towards Bayhill Drive as a far side stop. The applicant shall relocate the existing bench to the relocated SamTrans bus stop and design the area to accommodate the installation of a bus shelter and real time passenger information display in the future. The Applicant shall coordinate with SamTrans to determine specific sign type and design of the relocation.

80. The existing trash receptacle on the east side of Cherry Avenue (between Bayhill Drive and Grundy Lane) shall be relocated to be adjacent to the relocated SamTrans bus stop. The Applicant shall coordinate with trash receptacle owner and service provider on the relocation and maintenance of the trash receptacle.

81. On the east side of Cherry Avenue between Bayhill Drive and Grundy Lane, the remaining curb not needed for the SamTrans bus stop or up to 150-ft, whichever is lesser, can be used as a loading zone, of which up to 80-ft may be yellow loading zone. The remainder of the available loading zone shall be white curb reserved for use by passenger cars which will not be used by shuttle buses. (SP Policy 4-1).

82. Driveways and internal circulation, including but not limited to placement of gates, guard booths, parking stalls, loading areas, pedestrian walkways, and drive aisles, shall be designed to provide adequate space behind the back of sidewalk to prevent queues of vehicles entering the site from blocking the sidewalk or the adjacent roadway to the satisfaction of the City Engineer. The City reserves to right to request the Property Owner to modify internal vehicle operations, including adding more parking attendants, if on-street traffic is negatively impacted, such as queuing of vehicles entering the garage.

83. The Applicant shall coordinate with 1050 Bayhill Drive (Marriott) and obtain all appropriate City permits for the driveway and median modifications to accommodate turning movements for the new emergency vehicle access to 1050 Bayhill Drive as a result of the Grundy Lane realignment.

84. The Applicant shall provide driveway profiles for the underground structures. If the City determines that driveway profiles may restrict the pedestrian/sidewalk sight distance, the Applicant shall be required to install a pedestrian warning system that would be triggered when vehicles are exiting any parking garages or loading areas. Pedestrian warning system should be designed in a way to be sensitive to the surrounding neighborhood. Convex mirrors should be installed at the point where vehicles are exiting the parking garages and loading areas into the public right-of-way. The proposed pedestrian warning system shall be submitted to the City for review and approval.

85. The Applicant shall obtain approval from the Traffic, Safety and Parking Committee and City Council for establishing special parking restriction(s) for the project.

86. Erosion control plan sheets shall be included as separate, numbered sheets in the improvement plans. Applicant shall pay for the erosion and sediment control measures depicted on the plans and/or modifications made subsequently as necessary based on field conditions.

IV. Construction Process

Community and Economic Development

1. General construction hours for all exterior work (foundation, exterior walls, roof, etc.) shall be limited to between the hours of 7:00 am – 6:00 pm. For all interior work (mechanical, electrical, plumbing, etc.) General construction hours shall be limited to between the hours of 7:00 am – 10:00 pm.

   Should construction be planned for the nighttime hours of 10:00 p.m. to 7:00 a.m. for any development under the Specific Plan within 500 feet of a residential land use (including the Phase I Development), the contractor(s) for each construction phase shall develop a construction noise control plan that demonstrates that noise from nighttime construction activities will comply with the City noise limit of 60 dBA at a distance of 100 feet, unless a permit is issued and approval is granted by the director of the City Public Works Department or his/her designee. Measures to help reduce noise from construction activity during nighttime hours to this level (or to the extent feasible) shall be incorporated into this plan and may include, but are not limited to, the following:
   a. Require stationary noise sources associated with construction (e.g., generators and compressors) in proximity to noise-sensitive land uses to be muffled and/or enclosed within temporary enclosures and shielded by barriers, which can reduce construction noise by as much as 5 dB.
   b. Require all construction equipment powered by gasoline or diesel engines and used during nighttime hours to have sound control devices that are at least as effective as those originally provided by the manufacturer and operated and maintained to minimize noise generation.
   c. Prohibit idling of inactive construction equipment for prolonged periods during nighttime hours (i.e., more than 2 minutes).
   d. Locate construction equipment as far as feasible from adjacent or nearby noise-sensitive receptors.
   e. Use noise-reducing enclosures around noise-generating equipment during nighttime hours. Prohibit the use of impact tools (e.g., jack hammers) during nighttime hours.
   f. Use electric motors rather than gasoline- or diesel-powered engines to avoid noise associated with compressed air exhaust from pneumatically powered tools during nighttime hours. Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust could be used; this muffler can lower noise levels from the exhaust by about 10 dB. External jackets on the tools themselves could be used, which could achieve a reduction of 5 dB.
   g. Ensure that equipment and trucks used for Project construction use the best available noise control techniques (e.g., improved mufflers, equipment redesign, intake silencers, ducts, engine enclosures, acoustically attenuating shields or shrouds).
   h. For construction work that occurs at night, an alternative to high pitched, single-tone back up alarms shall be used. This could include a visual observer to provide warnings to the driver in the event that workers are present behind the vehicle or the use of a white noise alarm sound source. Any alternative approach must comply with all applicable safety regulations.

i. The City of San Bruno shall require a third-party inspector to be onsite during all nighttime construction work. The director of the City Public Works Department or his/her designee, based on the degree of construction, proximity to sensitive uses, or a noise complaint, may require the Project sponsor to monitor noise levels during nighttime construction activities. If this is required, a plan for noise monitoring and reporting must be provided to the Director of the City Public Works Department or his/her designee for review.

j. Should a reduction in construction noise to below the allowable 60 dBA level be deemed infeasible, the contractor shall coordinate with the Community and Economic Development Department to obtain a permit that allows the generation of nighttime construction noise in excess of 60 dBA. The permit shall include stipulations and restrictions with which the contractor(s) would be required to comply. The contractor(s) shall comply with all stipulations of the permit. One of the conditions of the permit shall be that interior noise levels at the nearest noise-sensitive uses resulting from nighttime construction shall not exceed 45 dBA, a commonly accepted threshold for sleep disturbance. (Mitigation Measure NOI-1)

Community Development Director approval shall be required for any requested work outside of the specified hours/timeframes referenced in the COA above.

2. All applicants proposing development of projects within the Project Site shall require their contractors, as a condition of contract, to further reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall operate on at least an EPA-approved Tier 4 Final or newer engine. The Community & Economic Development Director may consider requests for exemptions for specialized equipment where a contractor documents that Tier 4 engines are not commercially available within 200 miles of the Project Site. The construction contract must identify these pieces of equipment, document their unavailability, and ensure that they operate on no less than an EPA-approved Tier 3 engine. (Mitigation Measure AQ-1).

3. All applicants proposing development of projects within the Project Site shall require their contractors, as a condition of contract, to reduce construction-related fugitive dust by implementing BAAQMD's basic control measures in effect at the time of construction at all construction and staging areas. The following measures are based on BAAQMD's current CEQA guidelines.

    a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) will be watered two times per day.

    b. All haul trucks transporting soil, sand, or other loose material offsite will be covered.

    c. All visible mud or dirt track-out onto adjacent public roads will be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

    d. All vehicle speeds on unpaved roads, driveways, or driving surfaces shall be limited to 15 mph.

e. All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used.

f. Post a publicly visible sign with the telephone number and the name of the person to contact at the lead agency regarding dust complaints. This person will respond and take corrective action within 48 hours. The phone number of the BAAQMD will also be visible to ensure compliance. (Mitigation Measure AQ-5).

4. All applicants within the Planning Area shall require their contractors, as a condition of contracts, to reduce construction-related GHG emissions by implementing BAAQMD's recommended best management practices in effect at the time of construction, including the following measures (based on BAAQMD's (2017) CEQA Guidelines):

   a. Ensure alternative fueled (e.g. biodiesel, electric) construction vehicles/equipment make up at least 15 percent of the fleet;

   b. Use local building materials of at least 10 percent (sourced from within 100 miles of the Planning Area); and

   c. Recycle and reuse at least 50 percent of construction waste or demolition materials. (Mitigation Measure GHG-1)

5. The multi-modal transportation hub shall be completed and fully operational prior to the issuance of Certificate of Occupancy for Phase 1 South and Phase 1 North.

6. ACM shall be performed by a registered CalOSHA asbestos abatement contractor in compliance with CalOSHA and Bay Area Air Quality Management District (BAAQMD) standards.

7. Lead-based paint and components shall be removed by lead-trained personnel in accordance with all applicable federal, State, and local regulations.

8. If the existing street trees located within the public right-of-way are removed or damaged during the construction process, the applicant shall install new street trees in the same location. A revised landscaping plan shall be submitted for review and approval prior to installation of any new street tree, which may allow a replacement tree to be planted in a different location than the original.

9. Assess any archaeological deposits and tribal cultural resources discovered during construction. If archaeological deposits or tribal cultural resources, including, but not limited to, flaked stone or groundstone, midden and shell deposits, historic-era refuse and/or structure foundations, are encountered during project related ground disturbance, work in the area shall stop immediately. A qualified archaeologist/tribal cultural resource specialist shall be contacted to assess the discovery. (SP Policy 6-29)

10. Address the discovery of human remains. If human remains of Native American origin are discovered during ground-disturbing activities, it shall be necessary to comply with state laws regarding the disposition of Native American burials, which fall within the jurisdiction of the Native American Heritage Commission (Pub.Res. Code Sec. 5097).
    a. If human remains are discovered or recognized in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains

until the county coroner has been notified and all applicable legal requirements have been implemented. (SP Policy 6-30)

11. Require that all applicants undertaking earth moving projects within the Plan Area adequately respond to the discovery of paleontological resources. Developers shall follow the following steps regarding discovery of paleontological resources:
    a. If paleontological resources are discovered during earthmoving activities, the construction crew shall immediately cease work near the find and notify the project applicant. Construction work in the affected areas shall remain stopped or be diverted to allow recovery of fossil remains in a timely manner.
    b. The project applicant shall retain a qualified paleontologist to evaluate the resource and prepare a recovery plan in accordance with Society of Vertebrate Paleontology guidelines. The recovery plan may include a field survey, construction monitoring, sampling and data recovery procedures, museum storage coordination for any specimen recovered, and a report of findings.
    c. Recommendations in the recovery plan that are determined by the project applicant to be necessary and feasible shall be implemented before construction activities can resume at the site where the paleontological resources were discovered.
    d. The project applicant shall be responsible for ensuring that the monitor's recommendations regarding treatment and reporting are implemented. (SP Policy 6-33)

Public Works Department

12. Prior to start of construction, the Applicant shall hold a preconstruction conference with City staff. The Applicant shall arrange for the attendance of the construction managers, contractors, and all subcontractors who are responsible for grading, installing public improvements, and managing erosion control measures.

13. Prior to completion of on-site vertical construction and occupancy, offsite underground wet utility improvements (i.e. installation of utility mains and public laterals and services) shall be substantially completed to the satisfaction of the City Engineer. Connection(s) to public utility mains for adjacent parcel(s) shall be maintained at all times, unless written authorization is obtained from the respective property owner(s).

14. The Applicant shall apply for and obtain an encroachment permit for traffic control of roadways during construction. Applicant shall indicate on the plan the detour route and post detour signs at the perimeter of the site. In addition, 15 days prior to the roadway traffic control, Applicant shall post a changeable message sign indicating the dates of the traffic control to the satisfaction of the City Engineer.

15. The Contractor shall ensure that any pedestrian, bicycle, or transit facility closed or obstructed by construction activity be replaced with a convenient and accessible alternative that replicates as nearly as practicable the most desirable characteristics of the original facility. (SP Policy 4-13).

16. Road and sidewalk closures shall be requested and approved by the City's project manager at least 48 hours in advance of each occurrence. Traffic control plan(s) shall be submitted and approved prior to request for road and sidewalk closure.

17. Traffic control, regulatory, warning, guide signs and markings (including fire hydrant pavement markets) shall be installed in conformance with the California Manual of Uniform Traffic Control Devices, and as directed and approved by the City Engineer.

18. The Applicant and City Engineer or his/her designee shall work closely to anticipate and mitigate unforeseen temporary obstacles and obstructions associated with the project construction efforts to ensure safe paths of travel throughout the construction phase of the project. The Public Works Department shall review and approve modifications to temporary construction efforts on an as needed basis.

19. Site inspection shall be performed by or under the supervision of a California registered Geotechnical Engineer at the Applicant's expense during trenching and backfill operations pursuant to City standards and specifications. The Geotechnical Engineer shall take compaction tests, and shall submit test results to the Public Works Department.

20. Temporary control structures shall remain in place until the site is completely developed. A maintenance plan shall be submitted to the City Engineer indicating the contractor's responsibility for complying with the erosion and sediment control plan for the duration of construction. The maintenance plan shall include dust control, but is not limited to the best management practices outlined in the Stormwater Pollution Prevention Plan (SWPPP), and shall be to the satisfaction of the City of San Bruno and meet all Regional Water Quality Control Board (RWQCB) requirements.

21. The Applicant shall coordinate installation of stormwater treatment measures with the City and shall arrange to have a City Inspector or designated third party inspector present at the time of installation. The Applicant shall be responsible for all fees associated with special stormwater inspections during construction.

22. The Applicant shall arrange and pay for final inspection of installed stormwater treatment measure by City's third party inspector within 45 days of installation or project construction completion, whichever comes first.

23. All utility services to neighboring properties shall remain active throughout construction unless written authorization is obtained from the respective property owner(s). The Applicant/Contractor shall coordinate with the City and other affected utility agencies to activate new utility systems and to decommission and abandon or remove retired utility lines and structures.

Fire Department

24. Fire Department access shall be maintained throughout construction, with a minimum of 20 feet of width.

25. Prior to any construction framing, the project developer shall provide adequate fire protection facilities, including, but not limited to, a water supply and water flow in conformance to the City's Fire Department Standards able to suppress a significant fire.

26. Safety plan for construction process approved prior to building permit issuance shall be maintained until all building permits are finaled.

V. Prior to Occupancy

Community and Economic Development

1. The applicant shall meet with staff and Recology and obtain approval regarding regularly scheduled trash, recycling, and compost collection.

2. Require new development with hazardous materials on site to create digital pre-incident plans. These plans shall be distributed to the San Bruno Fire Department as a condition of approval of a development entitlement prior to the issuance of a certificate of occupancy for the site – (SP Policy 6-7).

3. Develop and maintain best practices for reducing air pollutant emissions associated with the operational phase of development. These practices may include, but are not limited to:

    a. Loading Plans – Require new large commercial project to prepare a loading plan aimed to minimize truck idling and reduce diesel particulate emissions related to truck loading.
    b. Green Commercial Products – For all projects developed within the Plan Area, developer(s) are require to provide education for residential and commercial tenants concerning green consumer products. Prior to receipt of any certificate of final occupancy, the project sponsors are required to work with the City of San Bruno to develop electronic correspondence to be distributed by e-mail to new residential and commercial tenants that require the purchase of consumer products that generate lower than typical VOC emissions. Examples of green products may include low-VOC architectural coatings, cleaning supplies, and consumer products, as well as alternatively fueled landscaping equipment. (SP Policy 6-13 b&c).

4. Applicant shall submit written verification that the Landscape Architect has inspected all trees, shrubs, planting and irrigation and that they are installed and functioning as specified in the approved plans.

5. A property maintenance and management plan shall be prepared for the entire property. The property maintenance and management plan shall include, but not be limited to, the following:

    a. Clearly identify the use of all balconies and define what can and cannot be stored on the balcony.
    b. General cleaning of litter and debris on-site
    c. Maintenance of all exterior building materials
    d. Maintenance of all landscaping
    e. Window cleaning, etc.

6. The Cherry Avenue Plaza shall be completed prior to issuance of a Certificate of Occupancy for either Phase 1 North or Phase 1 South.

7. The Cherry Plaza Access Agreement shall be reviewed/approved by the City and recorded against the Phase 1 North and Phase 1 South Properties after Final Map Recordation and prior to the issuance of the Certificate of Occupancy for either Phase 1 North or Phase 1 South. The Agreement shall include but not be limited to the following:

    a. Applicant's obligations regarding construction and maintenance.
    b. Granting of access for public use of the Cherry Plaza.
    c. Terms for use of the Cherry Plaza by the Applicant and the public.

8. A height survey shall be required prior to Certificate of Occupancy issuance. The height survey shall be conducted by a State Licensed Surveyor.

Public Works

9. Prior to project acceptance by the City, the Applicant shall retain a Civil Engineer to prepare "as-built" or "record" drawings of the public improvements, and the drawings shall be submitted in AutoCAD and PDF formats. AutoCAD files shall include vertical and

horizontal data that is compatible with and can be exported to ArcGIS. Hardcopies shall be provided upon request by the City.

10. Prior to project acceptance by the City, the Applicant shall prepare "Maintenance and Responsibility" drawings of the public improvements, and the drawings shall be submitted in AutoCAD and PDF formats.

11. For all public improvements and work to be dedicated to the City, the Applicant shall enter into an agreement and release of any and all claims with the City and provide a copy of the maintenance and warranty bond.

12. Upon completion of construction, the Applicant shall repair any public improvements damaged by construction operations to the conditions existing prior to project construction to the satisfaction of the City Engineer.

13. The Applicant shall construct directional curb ramps at Bayhill Drive and Traeger Avenue intersection and complete construction of Bayhill Drive improvements (full-width) between 900 Cherry Ave (Lot 1S) east property line to the Bayhill Drive and Traeger Avenue intersection if construction of 1150, 1200, 1250 Bayhill Drive (Lakes Property) does not commerce within 2 years following the completion of Phase 1 Building 1N and 1S, unless otherwise approved by the City Engineer. The Applicant shall post all applicable bonds for said improvements to be dedicated to the City prior to issuance of certificate of occupancy.

Fire Department

14. All Fire and Life Systems shall be inspected and approved by the Fire Department in advance of any Certificate of Occupancy being granted.

15. The Applicant shall provide a digital preplan of the entire footprint of the building. The preplan must be approved by the Fire Marshal and identify critical features, including locations of all relevant features, and be in a format usable by SBFD. It should include multiple layers and information about the Fire Sprinkler System, instructions for the Fire Alarm system, Two-Way communication system, and ERRC System.

Police Department

16. Prior to issuance of the Temporary Certificate of Occupancy, address numbers for the business shall be on a contrasting background, easily visible from the street. The address numbers also must be visible at night. Address numbers must be affixed on or near any exterior door.

VI. On-Going

Community and Economic Development

1. All trash, recycling, and composting bins shall remain on private property located towards the northern end of the Phase 1 North site until the time of collection. At no time shall trash, recycling, or composting bins be stored within the public right-of-way, or be visible from the public right-of-way.

2. The applicant shall implement the Transportation Demand Management Plan approved by the City Council. Any changes to the Transportation Demand Management plan shall require approval in writing from the Community & Economic Development Director.

3. All on-site parking shall function as proposed within the Mechanical Parking/Valet Assist Parking Exhibit, which is included as an attachment to the City Council staff report.

4. The Phase 1 Development applicant will be required to complete and submit to the City of San Bruno an annual monitoring study that demonstrates a 21.7 vehicle miles traveled (VMT) per Capita threshold or a single occupancy vehicle (SOV) mode share of no more than 43 percent for the new Phase 1 Development buildings. A Bayhill VMT Monitoring and Mitigation Plan will be prepared and periodically updated to explain the details of the monitoring and mitigation requirements. If thresholds are not met, the City will collect mitigation payments, which will be used to fund City-initiated project and programs that reduce the SOV mode share trip rate such as bike and pedestrian network improvements, first-/last-mile shuttle services to regional transit stations, and marketing campaigns. (Mitigation Measure TRA-2).

5. Applicant is subject to all provisions outlined within the VMT Monitoring and Mitigation Plan, which is included as an attachment to the City Council staff report.

6. For special events the use of amplified music, per the City Municipal Code, the sound level emanating from sound-amplifying equipment shall be limited such that it is not more than 15 dB above the ambient base noise level, as measured at a distance of 100 feet from the sound source. In the absence of measured ambient sound levels, the zone ambient noise level for residential land uses, as defined by the City Municipal Code, Section 6.16.030, ambient noise level limits may be used. The zone ambient noise level for residential uses is 60 dB during daytime hours (7:00 a.m. to 10:00 p.m.) and 45 dB during nighttime hours (10:00 p.m. to 7:00 a.m.). Therefore, when using the zone ambient noise level, the daytime sound level limit is 75 dBA and the nighttime limit is 60 dBA.

   Per the City Municipal Code, the user of sound-amplifying equipment shall file a registration statement with the City Manager 10 or more days prior to the date on which the equipment is intended to be used. Registration must include information such as “the maximum sound-producing power of the sound-amplifying equipment, including the wattage to be used; the volume in decibels of the sound that will be produced; and the approximate distance from which sound will be audible.”

   Should the City have reason to believe that noise from amplified music or speech at a given event may exceed 15 dB over the ambient noise level at a distance of 100 feet from the source, the City shall either require a noise analysis demonstrating expected compliance with the applicable noise restrictions or require noise monitoring during the event to measure actual sound levels and enable real-time reductions in amplified noise, if necessary. Should an analysis be conducted, the analysis shall be prepared by persons qualified in acoustical analysis and/or engineering and demonstrate with reasonable certainty that the proposed use would not adversely affect nearby noise-sensitive uses. As a result of this analysis, modifications to the location, design, and/or proposed equipment associated with the event may be required so that noise would not result in exceedances of the allowable level. Should monitoring be conducted, persons qualified in acoustical analysis and/or engineering shall conduct both ambient and event noise measurements, and real-time reductions in noise as a result of monitoring results must be possible (e.g., turning the volume down). (Mitigation Measure NOI-3, SP Policy 6-5).

7. The applicant shall provide regular cleaning of debris and litter on the property.

8. All tenants shall be prohibited from using balconies/patios as storage.

9. Applicant shall comply with all requirements of San Bruno Municipal Code Chapter 5.16 regarding procedures for regulating and abating graffiti.

10. The Applicant shall comply with the real estate disclosure requirement outlined in Policy IP-1 of the SFO ALUCP.

11. After one year of occupancy the landscaping shall be inspected by a qualified landscape architect who shall verify the landscape condition and make recommendations in a memo report to be submitted to the Community and Economic Development Director.

12. A maintenance inspection report for the mechanical parking facility prepared at the sole expense of the property owner shall be submitted six months after issuance of the Certificate of Occupancy, and annually thereafter, to the Community and Economic Development Director for review. The report shall be prepared by a qualified traffic/parking professional. The report shall address the following:

    - Identify how many mechanical parking devices are provided on-site.
    - Describe the condition/status of all mechanical devices (Identify how many mechanical parking devices are operational, Identify how many mechanical parking devices are non-operational.)

    The Applicant shall make any necessary repairs to provide uninterrupted operation of the mechanical or automated parking facility.

13. Limit emergency generator testing to daytime hours. Daytime hours are considered to be 7:00 am to 10:00 pm. (SP Policy 6-6).

Public Works

14. The Property Owner shall be responsible for conducting all servicing and maintenance as described and required by the stormwater treatment measure maintenance plan(s). Maintenance of all on-site and off-site design and treatment control measures shall be the owner's responsibility.

15. Approved maintenance plans for stormwater treatment measures shall be kept on-site and made readily available to maintenance crews. Maintenance plans shall be strictly adhered to.

16. By April 1 each year, maintenance inspection and servicing reports for the stormwater treatment systems shall be submitted to the City Engineer for the previous calendar year (January 1 through December 31).

17. The Property Owner shall be required to pay for all municipal inspections of installed stormwater treatment systems as required by the Regional Water Quality Control Board or the City.

18. Site access shall be granted to representatives of the City, the San Mateo County Mosquito and Vector Control District, and the Water Board, at any time, for the sole purpose of performing operation and maintenance inspections of the installed stormwater treatment systems. A statement to that effect shall be made a part of the Maintenance Agreement and Stormwater Treatment Measures Maintenance Agreement recorded against the properties.

19. The Property Owner and its successors shall be responsible for maintenance of the sewer laterals up to the public sewer main line or manhole.

20. Storm drainage improvements on private property shall be privately owned and maintained. Storm drain laterals, including those within the public right-of-way, shall be privately maintained, with responsibility terminating at connections to the public storm drain system.

21. All private utilities (storm drain, sanitary sewer, water, electric, gas, etc.) and private road facilities within the project shall be maintained and repaired by the Property Owner and shall be memorialized in the maintenance and operations agreement.

22. The Applicant shall meet and confer with the City on how to address any unanticipated traffic concerns in the public right-of-way caused by on-site, private traffic, including but not limited to parking, queuing, loading, etc., during construction and for one year after Certificate of Occupancy issuance. The Applicant shall be responsible for addressing said traffic concerns to the satisfaction of the City Engineer.

23. The Applicant shall create a private multi-modal transportation hub. The off-street multi-modal transportation hub at 950 Elm Ave shall be established to accommodate private bus/shuttle loading and unloading without impacting city streets, and shall be expanded as needed to accommodate each phase of development through buildout. (SP Policy 2-18).

RESOLUTION NO. 2021-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN BRUNO AUTHORIZING VARIOUS CURB MARKING CHANGES ALONG FRONTAGES OF 900 CHERRY AVENUE AND 1000 CHERRY AVENUE IN THE BAYHILL AREA OF THE CITY FOR PHASE 1 OF GOOGLE LLC's DEVELOPMENT PLANS

RED, WHITE AND YELLOW CURB STRIPING ON CHERRY AVENUE IN FRONT OF 900 CHERRY AVENUE AND WHITE CURB STRIPING ON GRUNDY LANE IN FRONT OF 1000 CHERRY AVENUE

WHEREAS, pursuant to Title VII, Section 7.08.040, the Traffic Safety and Parking Committee (TSPC) is tasked with reviewing and recommending to the City Council areas in which parking is prohibited or restricted on streets within the public right of way.

WHEREAS, pursuant to Title VII, Section 7.08.050, of the San Bruno Municipal Code, any action of the City Council following a recommendation from the Department of Public Works and the Traffic Safety and Parking Committee (TSPC) shall be taken by resolution.

WHEREAS, pursuant to Title VII, Section 7.12.030 of the San Bruno Municipal Code grants the City Traffic Engineer the duty and responsibility for placing and maintaining traffic control devices he or she deems necessary to guide or warn traffic based on engineering principles and investigations.

WHEREAS, on the east side of Cherry Avenue between Grundy Lane and Bayhill Drive, in front of 900 Cherry Avenue, there is about 60 feet of existing red curb for a bus stop at the near side of Cherry/Grundy intersection. South of the red curb there is an existing 80 feet of yellow curb for loading and unloading and there is about 100 feet of red curb south of the yellow curb all the way to the curb ramp at the northeast side of Cherry/Bayhill.

WHEREAS, Sam Trans prefers far side bus stops and the City of San Bruno desires to move the existing bus stop from the near side of Cherry/Grundy intersection to the far side of Cherry/Bayhill intersection to better serve the existing Bayhill shopping center and the proposed Phase 1 Google project ("**Phase 1 Project**"). Therefore, the existing curb markings need to be modified to accommodate the new location of the bus stop.

WHEREAS, modifying the existing yellow and red curb stripe on Cherry Avenue in front of 900 Cherry Avenue would improve traffic circulations and create a better and effective bus stop location.

WHEREAS, Grundy Lane will be realigned and redesigned as part of the Phase 1 Project . Grundy Lane is a two-lane roadway with parking allowed on both north and south sides of the street. The realigned Grundy Lane will have bike sharrows on both sides with parking allowed only on the north side.

WHEREAS, the white curb (passenger loading zone) on the north side of Grundy Lane in front of 1000 Cherry Avenue will serve transportation network service providers such as

Uber, Lyft, kiss-and-drop, etc. . There is no space on site to accommodate this passenger loading/unloading function as the site is covered with the proposed Phase 1 Project building, required fire access, and proposed Cherry Plaza, as well as a subterranean garage (that for security purposes and queuing would not be an appropriate location for this passenger loading/unloading use).

WHEREAS, the Traffic Safety and Parking Committee reviewed and concurred with certain proposed curb striping changes at the locations mentioned above on May 5, 2021, by a 5--0 vote.

WHEREAS, the plans reviewed and approved by the Traffic and Safety Parking Committee showed one hundred fifty (150) feet of white curb (passenger loading zone on the north side of Grundy Lane in front of 1000 Cherry Avenue, but City staff afterwards determined it more appropriate to modify this length to one hundred thirty-six (136) feet in order to comply with clear space requirements for an adjacent fire hydrant without affecting on-street parking spaces, and the City Council concludes that such modification is minor, does not materially alter the location or configuration of curb markings, and does not require referral to the Traffic and Safety Parking Committee for reconsideration.

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the Phase 1 Project site and to other parties on September 17, 2021, and duly published in the San Mateo Daily Journal on September 18, 2021, providing notice of the City Council's September 28, 2021 public hearing on various approvals related to the Phase 1 Project, including the curb marking changes.

WHEREAS, on September 28, 2021, the City Council conducted a duly noticed public hearing on various approvals related to the Phase 1 Project, including to consider the curb marking changes, where the public were able to participate and comment remotely via Zoom, and on said date the public hearing was opened, held and closed.

WHEREAS, on September 28, 2021, prior to adoption of this Resolution, the City Council adopted other resolutions certifying an EIR addressing environmental effects of the Bayhill Specific Plan and the Phase 1 Project and granting approvals related to the Phase 1 Project, and introduced three ordinances related to the Phase 1 Project which remain to be adopted, namely for approval of Zoning Ordinance amendments, Zoning Map amendments and approval of a development agreement (the "**Bayhill-Google Ordinances**").

NOW, THEREFORE, BE IT RESOLVED by the San Bruno City Council, based on facts in the staff reports, written and oral testimony, recommendations by the Traffic Safety and Parking Committee, and exhibits presented, makes the following findings of fact:

1. The proposed Phase 1 Project is located in a commercial land use designation.

2. The EIR previously certified by the City Council adequately addresses potential environmental effects of the curb marking changes, and no additional environmental review is required before considering approval of the curb marking changes.

3. The City Council hereby approves the following curb marking changes, as shown on **Exhibit A** attached hereto and incorporated by reference:

    a. The striping of eighty (80) feet of red curb on the east side of Cherry Avenue north of Bayhill Drive for a bus stop followed by eighty (80) feet of yellow curb and approximately seventy (70) feet of white curb for a passenger loading zone to replace the existing red curb/bus stop.

    b. The striping of one hundred thirty-six (136) feet of white curb (passenger loading zone) on the north side of Grundy Lane in front of 1000 Cherry Avenue.

4. Approval of the curb marking changes shall be subject to and conditioned on final adoption of the Bayhill-Google Ordinances introduced on September 28, 2021, and shall not become effective until such adoptions become effective.

Exhibit A: Curb Marking Changes

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I, Melissa Thurman, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 28th day of September 2021, by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers: _____

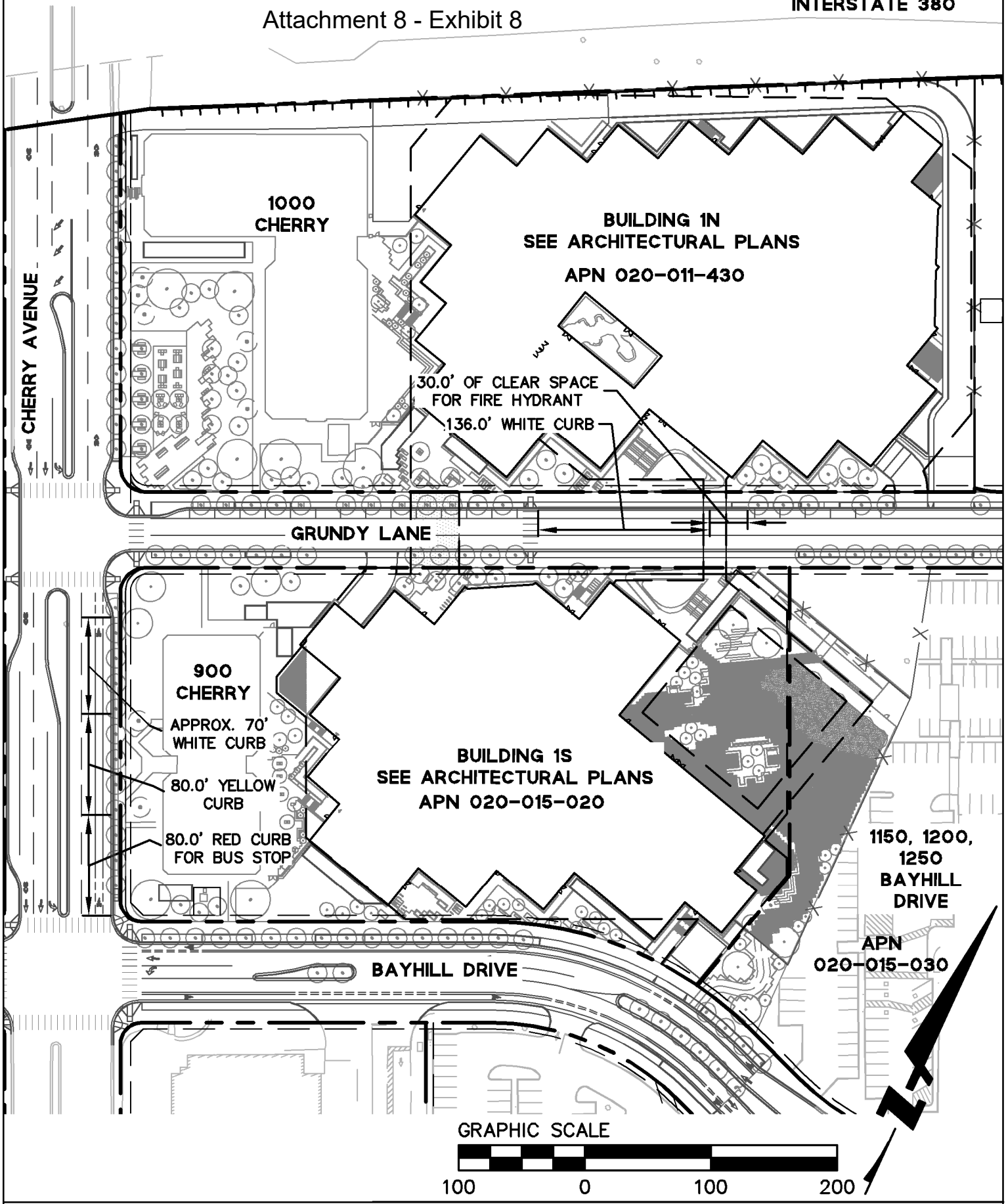
RECUSED: Councilmembers: _____

ABSENT: Councilmembers: _____

ATTEST:

Melissa Thurman, MMC
City Clerk

Attachment 8 - Exhibit 8



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CURB MARKING EXHIBIT
PHASE 1
YOUTUBE

Drawn ABS
Job No. 20160266
Checked PC
Date 9/15/2021
Approved AAS
Sheet 1 of 1

DRAWING NAME: K:\SUB\YOUTUBE_GOOGLEMPServices\ENGINEERING\EXHIBITS\21_0820_GRUNDYKEDWNTEARDROPEXHIBIT.dwg
PLOT DATE 09-15-21
PLOTTED BY snit

ATTACHMENT 9

Phase I Entitlement Plans

https://www.sanbruno.ca.gov/civicax/filebank/blobdload.aspx?t=67326.73&BlobID=33461

ATTACHMENT 10

Vesting Tentative Map Plans

https://www.sanbruno.ca.gov/civicax/filebank/blobdload.aspx?t=67326.73&BlobID=33462

210712 Phase 1 Project Description, Objectives, & Entitlements Requested

Project Name: YouTube Campus Expansion, Phase 1
Site Address / APNs: 1000 Cherry Ave 020-011-430; 900 Cherry Ave 020-015-020
Applicant: Google LLC
Property Owner: Google LLC

Project Description Summary

The proposed project is Phase 1 of YouTube's 20+ year campus expansion plan, which is located within the City's proposed Bayhill Specific Plan. "Phase 1" includes the development of two three-story buildings (each on its own legal parcel) that are located to the North and South of Grundy Lane as well as the supporting site work which includes a new off-street Multi-Modal Transportation Hub on the 950 Elm parcel, the realignment of Grundy Lane, the vacation of the north end of Elm Avenue, and the demolition of the existing buildings located at 1150 - 1250 Bayhill Drive for temporary parking (and future development of the Lot 2 buildings).

The two proposed buildings are referred to as the "North Building" and the "South Building" and collectively as the "Phase 1 Buildings." Phase 1 contains a total of approximately 440,000 square feet of office & accessory space and three stories of subterranean parking with a parking ratio of 3.0 spaces per 1,000 sq. ft. for new building square footage and a 1:1 replacement for existing parking serving 900 and 1000 Cherry. The proposed FAR of the two Phase 1 parcels range from approximately 1.6 to 1.9 and the proposed lot coverage of the two Phase 1 parcels range from approximately 61% to 63%.

The Phase 1 Buildings are sited such that articulations of the buildings are oriented obliquely to the property lines, which allow for diagonally oriented pocket spaces, visual interest, and a humanized building facade scale. As such, the proposed setbacks at each of these "corners" vary from approximately 10' to 45' plus the width of the pocket spaces in most locations. Phase 1 is anticipated to be completed in 2025, and it has been designed to be connected to later anticipated phases of YouTube's campus expansion, as well as to function independently in the interim.

The Phase 1 parking garage includes employee, accessible, and visitor spaces. It will serve the existing 900 and 1000 Cherry Avenue buildings as well as the new Phase 1 Buildings. The Phase 1 Buildings will be constructed on the existing surface parking lots adjacent to the existing 900 and 1000 Cherry Avenue buildings, which buildings are to remain. The Phase 1 Buildings will be accessed by pedestrians from extensively landscaped public entry plazas fronting Grundy Lane and Bayhill Drive. Additionally, employees will be able to access buildings via an above ground connection, which will extend over Grundy Lane and provide employees with secure access between buildings and outdoor seating areas.

The Phase 1 Buildings will be accessed by vehicles with depressed garage entries, and the underground garages will be connected beneath Grundy Lane.

Bayhill Specific Plan Guiding Principles Integration

At its completion, the Bayhill Specific Plan will include uses, development standards, and design guidelines for property owners and developers wishing to redevelop private property within the Specific Plan area. While the Specific Plan continues to undergo refinement, Phase 1 intends to support the Guiding Principles and Vision Statement of the proposed Specific Plan, which include the following:

Site Conditions

Phase 1 is located in the City and is currently part of the Bayhill Office Center. The Phase 1 site is bisected by Grundy Lane and is bordered by Cherry Avenue to the West, Highway 380 to the North, Bayhill Drive to the South, and an adjacent property to the East. The surrounding land uses include Transit Oriented Development along El Camino Real, Low Density Residential along San Bruno Ave West, Neighborhood Commercial and Open Space to the west of Cherry Ave, and Interstate 380 to the north. A new building for the Police Credit Union, adjacent to the site at 1250 Grundy Lane, has recently been constructed and is now partially occupied.

Non-paved portions of the Phase 1 site include mostly non-native trees, small plantings and grassy areas that will be removed or relocated for the Phase 1 Buildings. Phase 1 includes public sidewalks along Cherry Avenue, Grundy Lane and Bayhill Drive. The realignment and straightening of Grundy Lane will require adjustments to existing parcel boundaries, sidewalks, and utilities at the existing street.

San Bruno General Plan, Zoning, and Voter Approved Ordinances

The City adopted its current General Plan in March 2009. The Phase 1 site is located within the General Plan's "Regional Office" designation. The "Regional Office" land use designation includes a 1.5 base FAR and a potential additional discretionary 0.5 FAR (for a potential 2.0 FAR) for projects that provide transportation demand measures and urban design amenities as specified in the Zoning Ordinance. At a 2.0 FAR, the Phase 1 Site would support approximately 514,000 sq. ft. of additional development.

The Phase 1 site is zoned "Planned Development", although the development standards of the prior planned development are no longer available. The Phase 1 site is located within an area affected by Ordinance 1284, which limits development to 3 stories or 50' in height and does not permit above-grade parking garages.

The Bayhill Specific Plan, currently being prepared by the City, is anticipated to be adopted in 2021 and is required by law to be consistent with the General Plan. Based on feedback from the City, the Bayhill Specific Plan anticipates modifying the General Plan Land Use and Zoning for the Phase 1 parcels (among others) to Bayhill Regional Office. Phase 1 intends to be in compliance with the anticipated development standards, design guidelines, character, scale, and land uses contemplated in the Bayhill Specific Plan.

Bayhill Specific Plan Guiding Principles Integration

At its completion, the Bayhill Specific Plan will include uses, development standards, and design guidelines for property owners and developers wishing to redevelop private property within the Specific Plan area. While the Specific Plan continues to undergo refinement, Phase 1 intends to support the Guiding Principles and Vision Statement of the proposed Specific Plan, which include the following:

Guiding Principles

1. Promote a Vibrant, Mixed-Use Walkable District	**5. Integrate Bayhill with the Greater San Bruno Community**
2. Enhance the Public Realm & Promote Quality Design	**6. Incorporate Public Amenities**
3. Improve Multimodal Mobility	**7. Ensure Net Positive Fiscal Impact**
4. Foster Housing Development	**8. Promote Optimal Long-Term Development Patterns**

The Specific Plan area is located adjacent to the San Bruno Transit Corridors Specific Plan (TCP), which envisions "exciting architecture and welcoming gateways, convenient transportation connections, pedestrian-oriented "green" streets, and more housing, jobs, shops, and restaurants, while maintaining a sense of the City's history." As a complementary neighbor and partner site to the TCP, the Bayhill Office Center provides a great place for jobs, with a campus-like setting for regional office uses within the growing San Bruno Community. With ample highway access and nearby Caltrain and BART service, the Bayhill Office Center supports the community's vision (as described in the Bayhill Specific Plan Guiding Principles document) as "San Bruno's premier employment hub" and long-term economic engine for the City.

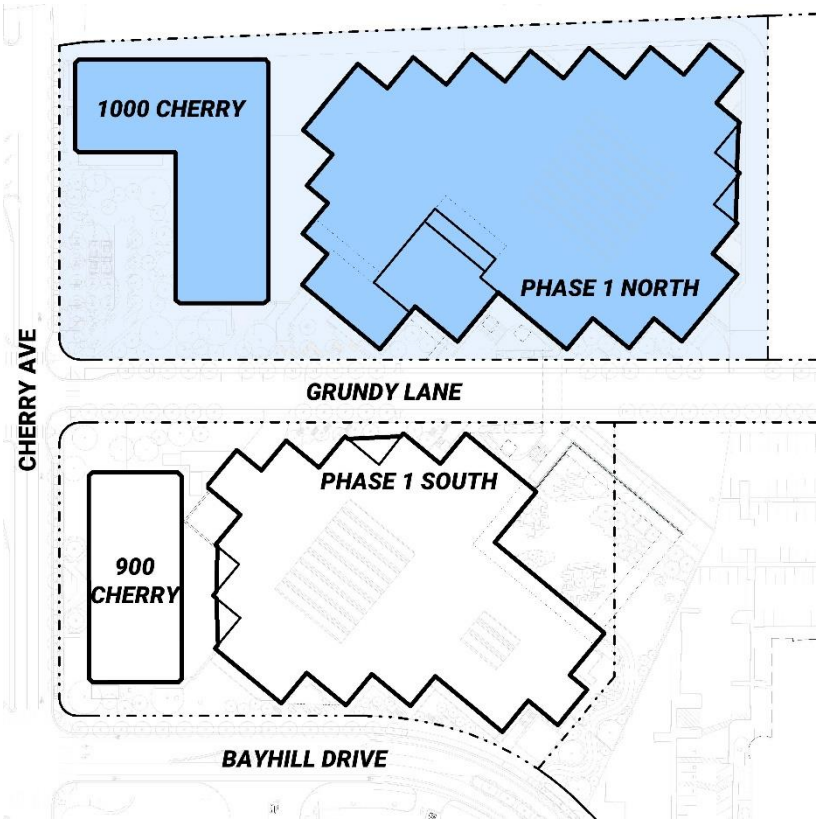
In coordination with the San Bruno Walk 'n Bike Plan, Phase 1 proposes a pedestrian and bicycle-oriented redesign of Bayhill Drive in order to enhance safety and increase community connectivity. Parking capacity is being developed underground, out of the public's line of sight. Phase 1 proposed open space creates an enhanced pedestrian way, where businesses and the community can interact in an enhanced public realm.

In addition, and as proud members of the community, YouTube will partner with City leadership to identify and fund other community needs with a focus on investing in the public realm as early as possible. With foresight and smart planning, the Bayhill Office Center was created decades ago as the premier employment hub of San Bruno. Phase 1 looks to build on this legacy as an integrated, revenue-generating economic center for San Bruno's future.

Proposed Project

As noted above and described in more detail below, Phase 1 consists of two buildings located on separate parcels, the North Building and the South Building, with associated sitework.

North Building

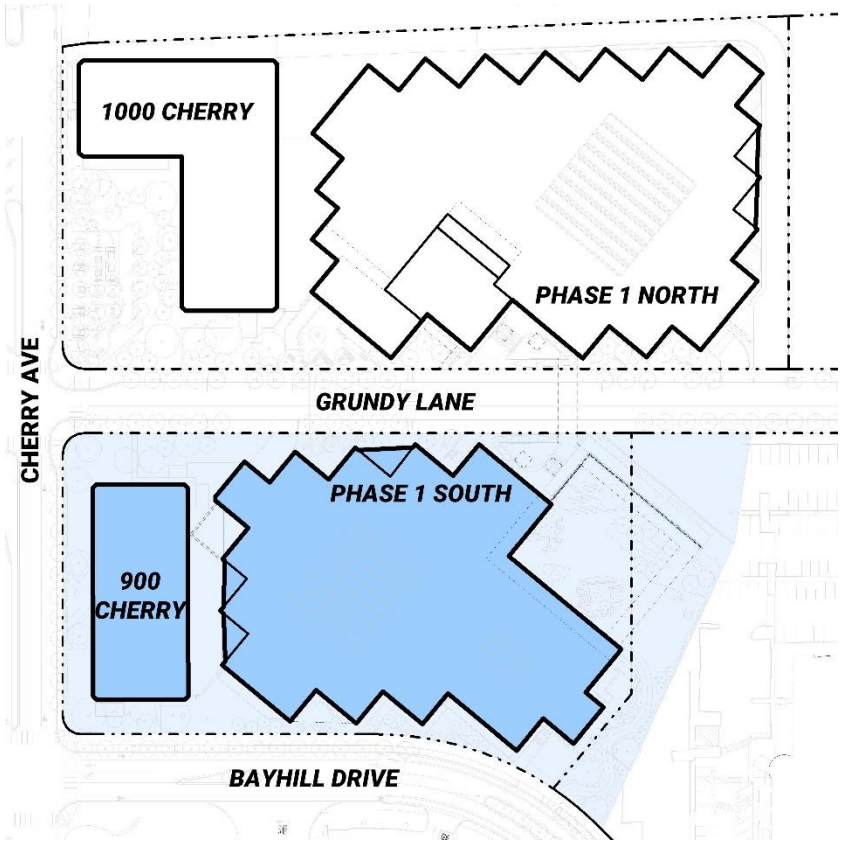


The North Building will be located on the existing parking lot adjacent to 1000 Cherry Avenue and is a 3-story ground up building with approximately 248,000 square feet of office space. The North Building will be constructed on top of a three-level subterranean parking garage. The North Building subterranean parking garage will be accessed from vehicle ramps on Grundy Lane. One below-grade connection under Grundy Lane will be provided at subgrade level 2, between the North Building and the South Building.

The first floor (ground level) of the North Building consists of office space and office support uses, including an internal conference space, long term bike storage, and showers. The second level consists of office space and office support uses, including a cafeteria and loading dock, as well as access to an exterior employee terrace and pedestrian walkway. The terrace will include an outdoor seating area adjacent to the cafeteria. The pedestrian walkway provides employee access between the proposed North Building and South Building over Grundy Lane, and a terrace adjacent to the pedestrian walkway will also include an outdoor seating area and landscaping. Portions of this pedestrian walkway connection will be uncovered with other portions shaded by canopies. The third floor consists of office space and office support uses. Mechanical equipment is located on the roof, as well as at the three subgrade parking levels. The North Building roof will include skylights to provide natural daylighting, photovoltaics to produce green electricity, and a vegetative area to improve stormwater retention and quality.

As previously noted, the proposed setbacks vary. Aside from the above ground walkway that spans over Grundy, the setbacks measure between approximately 10’ and 30’ on the north, east, and south sides to property lines and approximately 32’ on the west to the 1000 Cherry Avenue building. The proposed lot coverage is calculated at approximately 61% and the proposed FAR is approximately 1.6.

South Building



The South Building will be located on the existing parking lot adjacent to 900 Cherry Avenue and is a 3-story ground up building with approximately 192,000 square feet of office space. The South Building will be constructed on top of a three-level subterranean parking garage. The South Building subterranean parking garage will be accessed from vehicle ramps on Grundy Lane with an additional vehicle ramp along Bayhill Drive. One below grade connection under Grundy Lane will be provided at subgrade level 2, between the North Building and the South Building.

The first floor (ground level) of the South Building consists of office space and office support uses, including an internal conference space, cafeteria, bike storage, and showers. Located adjacent to the proposed cafeteria will be a landscaped, exterior employee terrace with outdoor seating. The second level consists of office space and office support uses, including access to an employee pedestrian walkway which provides access between the proposed North Building and South Building over Grundy Lane. Terraces adjacent to the pedestrian walkway contain outdoor seating areas. The third floor consists of office space and office support uses. Mechanical equipment is being located on the roof, as well as at the three subgrade parking levels. The South Building roof will include skylights on the roof to provide natural daylighting, photovoltaics to produce green electricity, and a vegetative area to improve stormwater retention and quality.

As previously noted, the proposed setbacks vary. Aside from the above ground pedestrian walkway that spans over Grundy, the setbacks measure approximately 10' to 45' on the north and south sides to property lines and approximately 32' on the west to the 900 Cherry Avenue building. The eastern edge of the South building is set back 10' from the lot line as the adjoining parcel is owned by YouTube and is anticipated to be connected to the South Building upon development of Lot 2. The proposed lot coverage is calculated at approximately 63% and the proposed FAR is approximately 1.9.

Access, Circulation, and Parking

Consistent with the San Bruno Walk 'n Bike Plan within the Phase 1 boundary, Bayhill Drive is proposed to undergo a 'road diet,' which includes (in each direction) the reduction of one lane of motorized traffic in exchange for a new Class II bike lane and enhanced pedestrian pathways.

Employee pedestrian access to the proposed Phase 1 office development would be provided at several locations along each street frontage (Grundy Lane and Bayhill Drive). The main pedestrian entry to the proposed North Building office development would be provided via a publicly accessible entry plaza adjacent to the north side of Grundy Lane. The main pedestrian entry to the proposed South Building office development will be provided via a publicly accessible entry plaza adjacent to the south side of Grundy Lane. A second pedestrian entrance to the proposed South Building office development would be provided via a publicly accessible entry plaza on Bayhill Drive. Accessible pedestrian pathways throughout the project site, as required by the Americans with Disabilities Act (ADA), will include ramps and vertical circulation elements (i.e. elevators/lifts supporting ADA access) as needed. A pedestrian employee crossing over Grundy Lane will connect the North Building and the South Building Employee vehicular access to the proposed Phase 1 Buildings' garage would be provided at two locations along Grundy Lane. The South Building would also provide invited guest vehicular access to the garage along Bayhill Drive. The Phase 1 Buildings' parking garage design includes a below-grade connection between the Phase 1 Buildings (for vehicular circulation and employee access) under Grundy Lane. Passenger vehicular access would be separate from delivery, service, and loading vehicular access. Passenger loading/unloading (i.e. rideshare) is proposed on Grundy on the North Building frontage and on Bayhill on the South Building frontage.

A fire access lane on the North Building parcel will travel adjacent to the eastern and northern property line to provide fire department access. The lane will also be used to access the North Building's loading dock, a centralized dock with service access and vehicle delivery areas serving both North and South Buildings. Transport of goods between North and South Buildings will occur through the below grade connection. Tractor-trailers are anticipated at the North Building loading dock.

On-Site Parking

Consistent with the Bayhill Specific Plan's anticipated goal of reducing vehicular traffic and promoting other modes of transportation, Phase 1 will implement YouTube Transportation

Demand Management (TDM) practices when proposing the amount of parking to meet Phase 1 demands. In order to provide adequate parking spaces to accommodate Phase 1 employee and business visitor parking demand, the project intends to park at a vehicular parking ratio of 3.0 spaces per 1,000 sq. ft. of new development square footage. The Phase 1 parking garage will utilize standard, tandem, valet assist, and parking stackers to achieve the required parking ratio, and the garage could also support parking for other YouTube parcels within the Bayhill Specific Plan area, if so elected by YouTube, consistent with San Bruno Municipal Code Sections 12.0100.040(H) & (I).

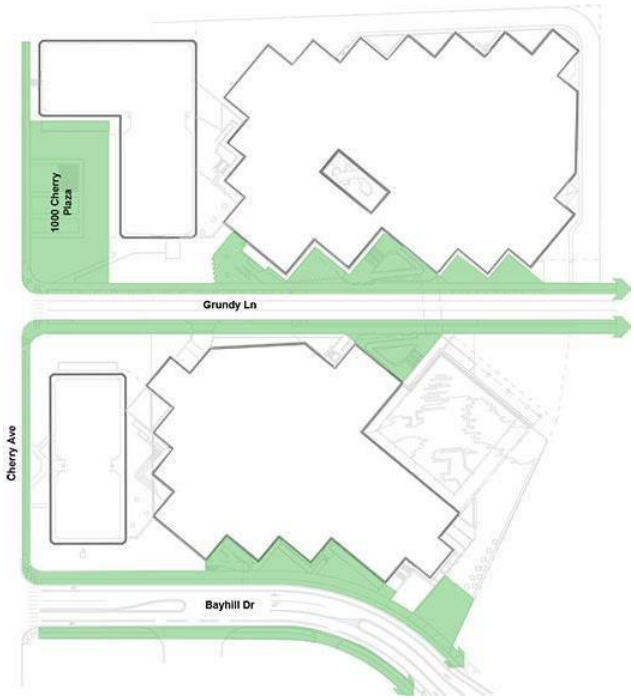
The California Building Code requires that a minimum of 6% of the total parking spaces provide EV charging capability, and Phase 1 will exceed this requirement.

The California Green Building Standards, 2016, requires that 5% of the visitor motorized vehicle parking count be provided for short-term bicycle parking; and 5% of the tenant vehicular parking count be provided for long-term bicycle parking. Short-term bicycle parking will be provided at Phase 1 Buildings (approximately 80) and at the Multi-modal Transportation Hub (approximately 20 count). Long-term bicycle parking will be provided at the Phase 1 Buildings, and is anticipated to well exceed the CalGreen standards of approximately 90 spaces as well as meet or exceed the San Bruno Municipal Code Section 12.100.050.

Public Streetscape and Landscape Improvements

In accordance with the City's Walk 'n Bike Plan, which outlines specific improvements to ensure that walking and biking are "safe, comfortable, and convenient," Phase 1 proposes a series of public realm enhancements. These enhancements, supplemented by open space and landscape improvements, will transform the overall district into safe spaces for people to walk and bike and will connect the campus to the broader community.

Figure: Phase 1 Public Realm Improvements



These improvements are highlighted in green on the diagram to the left and include pedestrian and bicycle enhancements on Grundy Lane and Bayhill Drive, an enhanced pedestrian way, a new public plaza (Cherry Plaza), on-site bicycle infrastructure, and tree replacements, as described below:

Grundy Lane: Pedestrian Enhancements

Based on the City Council-selected preferred project alternative for environmental study (December 4, 2018), the project envisions straightening Grundy Lane and introducing a beautified streetscape. This enhancement will consist of an 8' sidewalk and 5' landscape or bioretention strip mirrored on both sides of the street with one 12.5' downhill travel lane with bicycle sharrows (on the South side of Bayhill) and one 13.5' uphill travel lane with bicycle sharrows and an 8' parking strip (on the North side of Bayhill). In addition to a crossing between the two Phase 1 Buildings, two other midblock crossings are proposed on Grundy Lane to provide safe, at-grade pedestrian connections at the Multi-modal Hub and at Elm Avenue. The Grundy / Cherry intersection is proposed to be enhanced with new crosswalk striping and accessible curb ramps. Bicycle safety features include adding safety signs and markings to roadways in order to better connect to regional transit hubs, popular destinations, and existing trails within San Bruno.

Bayhill Drive: Pedestrian and Bicycle Enhancements

Based on San Bruno's Walk 'n Bike Plan, the project envisions a Class II bike lane and 'road diet' for Bayhill Drive. This enhancement is proposed to consist of (mirrored in both directions) an 11' travel lane, a 1'-6" vehicular/bicycle buffer strip, a 6-foot bike lane, a 6.5' landscape/bioretention strip, and a 10' sidewalk, as well as a center 10- foot median / turning lane. The Bayhill Drive / Cherry Avenue intersection is proposed to be enhanced with new crosswalk striping and accessible curb ramps. Bicycle safety features include adding safety signs and markings to roadways in order to better connect to regional transit hubs, popular destinations, and existing trails within San Bruno.

Bayhill Greenway

The Bayhill Greenway is envisioned as a continuous network of enhanced sidewalks and pathways, protected bike lanes, open space landscaped with native plants, and social gathering spaces designed for rejuvenation and recreation that connect El Camino Real to Cherry Avenue and the surrounding area. The Bayhill Greenway would create a safe, convenient and comfortable experience for the community. Phase 1 would develop an enhanced pedestrian way as part of this linkage, and future phases would augment this experience.

One connecting element of the Phase 1 portion of the Bayhill Greenway is the "Cherry Plaza", which has been planned as a publicly accessible open space on the private property of 1000 Cherry Ave. The Cherry Plaza will link the Bayhill Office Center to San Bruno Park, Commodore Park, and the National Cemetery. New cherry trees will be interwoven into the fabric of those existing mature trees that are well suited to the newly envisioned space, thereby adding shade, color, and a distinctive theme to the new plaza. Plaza paving is proposed as permeable precast pavers, and a new vine-covered pergola located in the center of the plaza is provided for additional shade. The plaza will be filled with ample tables and chairs, custom planter benches, and specially fabricated chairs. Additionally, thoughtful planting and a tree buffer will separate pedestrians from vehicles traveling along Cherry Ave.

On-Site Bicycle Infrastructure

Phase 1 will include publicly-accessible short-term bicycle parking, and it may support bicycle sharing services. The location of short-term parking is anticipated to be adjacent to the building entries.

Tree Replacements

The City Municipal Code states that heritage trees include all trees that have a trunk diameter greater than or equal to 10 inches when measured at breast height (DBH) or any native trees with a DBH greater than or equal to 6 inches, including: bay trees (Umbellularia californica), buckeyes (Aesculus species), oaks (Quercus species), redwoods (Sequoia sempervirens), or native pines (Pinus radiata) with a DBH greater than or equal to 6 inches.

Most of the heritage trees that are proposed to be removed for Phase 1 are non-native gum species (Eucalyptus and Corymbia sp.). Pursuant to the City Municipal Code requirements, new trees will be planted to offset the trees that are being removed.

Site Improvements in Support of Phase 1 Development

Several site improvements to support the development of Phase 1 are a part of the proposed Phase 1 project.

Realignment of Grundy Lane

Grundy Lane is proposed to be realigned as described below in Construction Logistics.

Cherry Avenue Improvements

Roadway improvements and lane reconfigurations will be performed along the Phase 1 frontage of Cherry Avenue to commence realization of the off-site enhancements described in the Bayhill Specific Plan.

New Multi-Modal Transportation Hub

A new Multi-modal Transportation Hub will be constructed to support private buses and potentially other transportation modes of service. The Multi-modal Transportation Hub will also allow public access for pedestrians, bicycles and emergency vehicle access, between Bayhill Drive and Grundy Lane. This Multi-modal Transportation Hub will be located on the west boundary of the 950 Elm Avenue parcel, adjacent to the Lakes parcel, and will be constructed during the second phase of the Grundy Lane realignment, described in the Construction Logistics exhibit.

Vacation of north Elm Avenue

Elm Avenue, north of the realigned Grundy Lane, is proposed to be vacated.

Lighting

A lighting strategy will be integrated throughout the Phase 1 site's open spaces and enhanced landscape edges. This approach will be highly integrated into the architecture and will reflect the needs of the pedestrians. Lighting will orient and clearly highlight intentional wayfinding elements, which may include a vertical wall with light or highlighting the edge of an architectural landform. All light fixtures will be exterior rated IP65 or better with dimming controls when available. Light fixtures will comply with all Dark Sky Initiatives applying to San Bruno. Exterior lighting fixtures and controls will comply with Title 24 and CalGreen outdoor lighting requirements for non-residential occupancies, including limits on backlight, uplight, glare, and maximum lighting power. Offsite roadway lighting will comply with San Bruno lighting standards for fixture selection and illumination requirements.

Construction Logistics

The construction of Phase 1 will require the temporary relocation of parking spaces for employees and visitors of the existing 900 and 1000 Cherry Avenue buildings. The three existing buildings on the adjacent “Lakes” parcel located at 1150, 1200, and 1250 Bayhill Drive will be demolished and in-filled for such temporary parking and Phase 1 construction parking/logistics concurrent with excavation of Phase 1.

As noted elsewhere in this description, Grundy Lane will be realigned as part of the Phase 1 construction, to create a straight alignment from Cherry Avenue to Elm Avenue. The frontage of 1250 Grundy Lane will remain unchanged, and it is the basis of the Grundy Lane alignment. With the construction of the new Grundy alignment and associated new utilities, as well as three levels of subterranean parking, a single excavation is anticipated for the North Building, the South Building, and the portion of Grundy lane between these two buildings. This logistical approach would minimize the potential for construction/office/Police Credit Union user conflicts as well as result in a shorter construction duration.

The construction of Phase 1 will require the closing of Grundy Lane in two phases. During the first phase, Grundy Lane will be closed from Cherry Avenue to the west frontage at 1250 Grundy Lane. A bulb-out will be installed in front of 1250 Grundy Lane to maintain vehicular access to 1250 Grundy from east Grundy Lane, and temporary emergency vehicle access will be constructed between Grundy Lane and Bayhill Drive through the Lakes parcel. Once the first phase is completed, the second phase of the Grundy Lane realignment will begin. The second phase will start at the east frontage of 1250 Grundy Lane, and continue east to Elm Avenue. Grundy Lane will remain open for continuous access to 1250 Grundy Lane until the straightened portion has been constructed on the 950 Elm Avenue parcel. Once this straightened portion of Grundy lane is complete, it will open and the existing Grundy lane will be closed. Refer to Phase 1 Parking Phasing Diagram, “Step Two” and “Final State”.

Construction staging will occur at the west end of the parking lot of the Lakes parcel. Construction equipment, materials, and some trailers will be located immediately adjacent to the South Building footprint. The Construction Office will be located in the 1111 Bayhill Drive building.

Green Building and Emission Reductions Features

The Phase 1 environmental and performative design criteria includes biophilic design, access to circadian light, direct experience of functioning ecosystems, access to multi-directional views, photovoltaics, and vegetative roof strategies. Lighting, HVAC, and mechanical systems have been designed around maximizing opportunities for skylights, enhancing daylighting quality, increasing human thermal comfort and maximizing energy efficiency.

Sustainability measures are being pursued to reduce energy and outperform Title 24 Part 6 (CA Energy code) as well as meet the United States Green Building Council's Leadership in Energy and Environmental Design (LEED) v4 LEED Silver certification.

Where feasible, interior roof mounted skylights and facade glazing systems will provide daylighting within office areas to reduce reliance on electrical lighting.

Signage

Consistent with the City of San Bruno's sign ordinance, signage for Phase 1 is proposed up to 225 sq. ft. per building. Signage would be primarily for identity or wayfinding. Much of the signage would be attached to the North Building and the South Building; however, monument or pole signage could also be used. Signage would be subject to the future Bayhill Specific Plan design guidelines.

Objectives for Phase 1 (the Proposed Project)

- The purpose of Phase 1 is to create approximately 440,000 square feet of new office and accessory space (along with the associated parking) to meet YouTube's immediate business needs and allow YouTube to thrive while continuing to call San Bruno its home.
- Develop Phase 1 at a density appropriate for (i) the site's close proximity to existing mass transit/public transportation, and (ii) the City's premier employment hub (Bayhill Office Center).
- Enhance the quality of the Bayhill Office Center by replacing unattractive surface parking areas with architecturally distinctive buildings of high-quality materials that will contribute to the revitalization of the Bayhill Office Center.
- Design the office buildings to satisfy modern tenant demands for building floor plans and site configurations, employee amenities, and employee collaboration space.
- Taking YouTube's Transportation Demand Management (TDM) practices into account, provide adequate parking spaces to accommodate Phase 1's employee and business visitor parking demand.
- Provide amenities that are commensurate with (include a nexus to) Phase 1's density.
- Improve connectivity and encourage alternative forms of transportation (such as walking, biking, private shuttles, and public transportation).
- Ensure that the project is economically viable.
- Promote green building principles.
- Ensure the safety and security of employees through secure access to and between the Phase 1 Buildings and outdoor space.
- Develop a project that will create construction jobs, local employment opportunities, and other fiscal benefits to the City.

Anticipated Entitlements Requested for Phase 1 (the Proposed Project)

Entitlements required to meet the Phase 1 Objectives will be affected in part by how the Bayhill Specific Plan is written and if the Specific Plan incorporates or refers to any zoning ordinance updates. As such, at this time, the following are the anticipated entitlements requested for Phase 1:

- Development Agreement (All YouTube Parcels)
- Phased Vesting Tentative Map and associated subdivision & street network modification/vacation/dedication approvals (All YouTube Parcels)
- Vacation/Dedication/Modifications/Encroachments of Public Right of Way and Easements and Elimination/Establishment of special curbing (red, yellow, and/or white)
- General Plan Amendment and Zoning Amendment as part of the Bayhill Specific Plan - based on feedback by the City (All YouTube Parcels)
- Architectural Review Permit
- Use Permit (e.g. for temporary parking areas)
- Ministerial permits (e.g. tree removal, demolition, site clearing, mass excavation, shoring, building

Material Key

① **GL-01** // Glass Facade (Wall Type 1)
Low Iron Insulated Glass

② **MT-01** // Facade Mullions (Wall Type 1), Exterior Steel and Exterior Guardrails
Painted Aluminum and Steel

③ **WD-30** // Exterior Pedestrian Walkways and Terraces
Glulam Wood

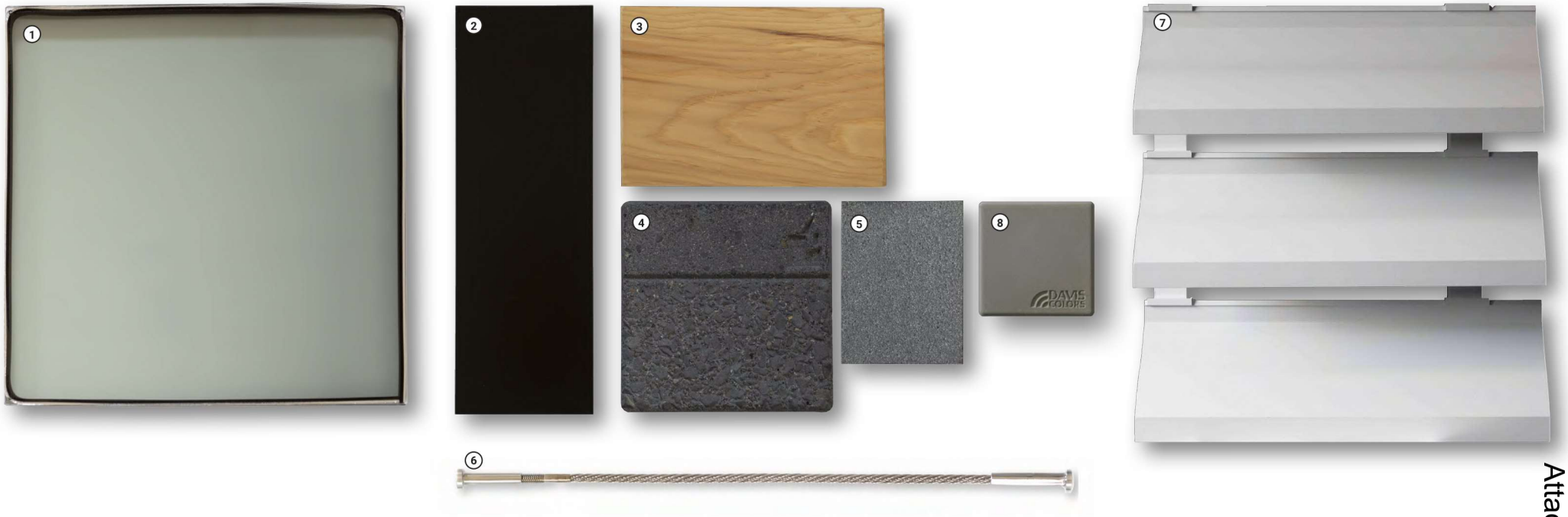
④ **GR-01** // Opaque Facade (Wall Type 2) Option 1
GFRC "Black"

⑤ **GR-02** // Opaque Facade (Wall Type 2) Option 2
GFRC "Grey"

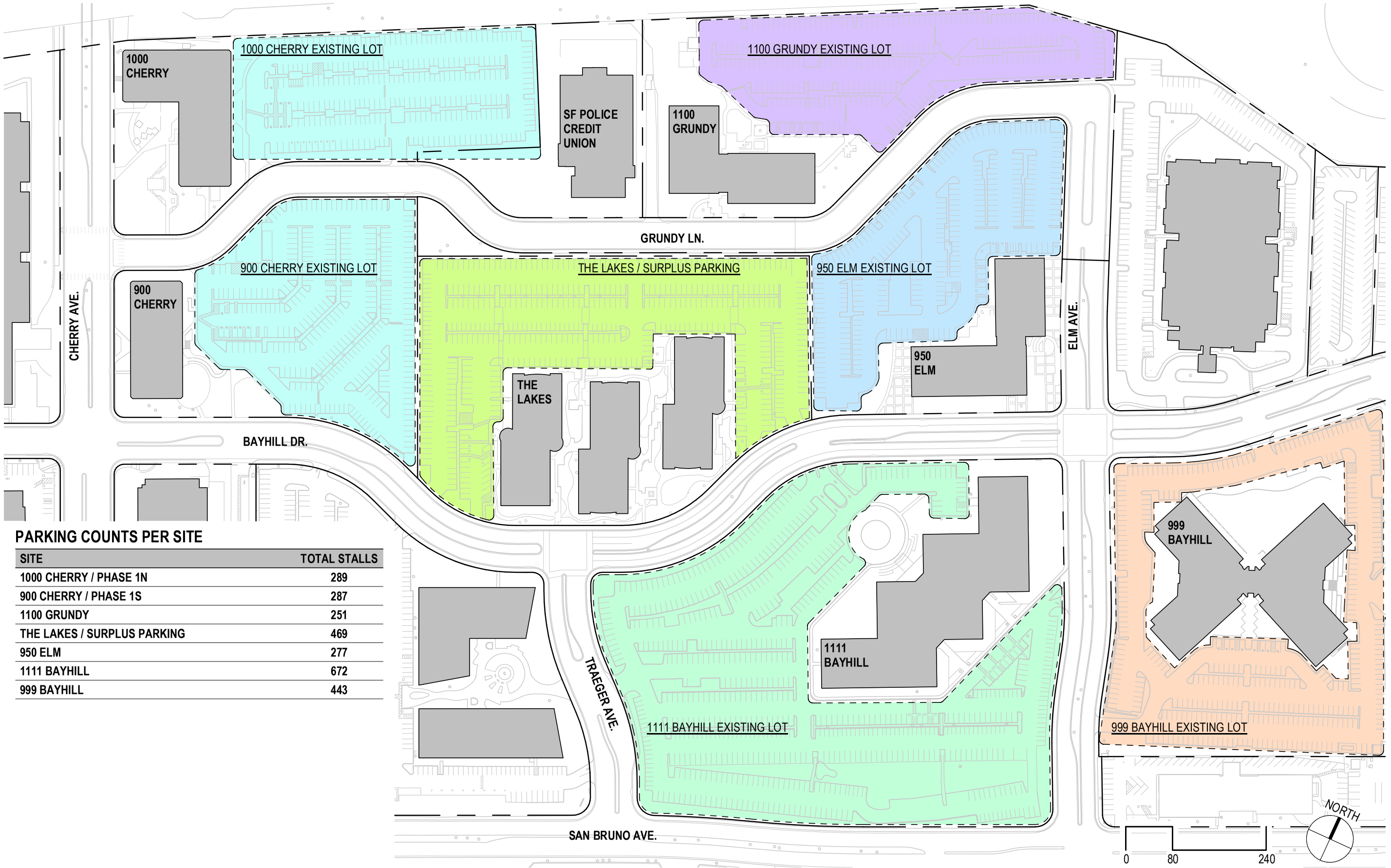
⑥ **MT-05** // Vine Trellis (at Wall Type 2) and Guardrails (at Exterior Terraces)
Stainless Steel Cable

⑦ **MT-24** // Mechanical Screen
Painted Aluminum Mechanical Screen to Match MT-01
(*Sample Does Not Reflect Proposed Paint Finish)

⑧ **AC-01** // Architectural Concrete Retaining Walls and Site Elements
Board Formed Concrete with Integral Color



Attachment 12



THE LAKES PROPERTY WILL BE VACANT BEFORE STARTING CONSTRUCTION. ALL BUILDINGS ARE 100% OCCUPIED EXCEPT FOR 1111 BAYHILL WHICH IS 50% OCCUPIED.

PARKING COUNTS PER SITE

SITE	TOTAL STALLS
1000 CHERRY / PHASE 1N	289
900 CHERRY / PHASE 1S	287
1100 GRUNDY	251
THE LAKES / SURPLUS PARKING	469
950 ELM	277
1111 BAYHILL	672
999 BAYHILL	443

210701 - PHASE 1 - CONSTRUCTION PARKING EXHIBIT

YOUTUBE PHASE 1 SITE PARKING

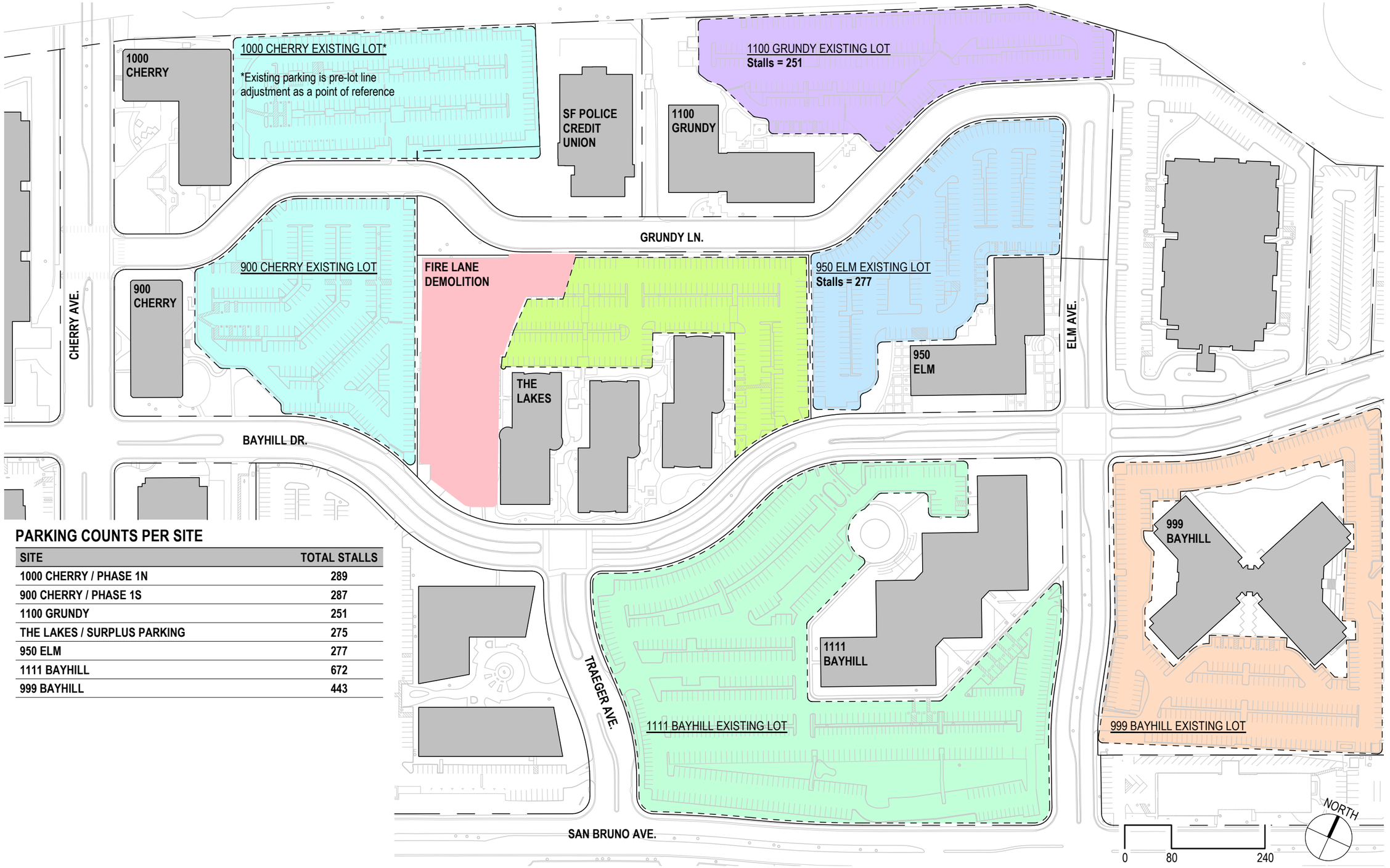
EXISTING CONDITIONS

PARKING ALLOCATION LEGEND

1000/900 CHERRY | 1111 BAYHILL | 950 ELM | 1100 GRUNDY | 999 BAYHILL | CONSTRUCTION PARKING/SURPLUS | CONSTRUCTION ZONE

hlw

Attachment 13



THE LAKES PROPERTY WILL BE VACANT BEFORE STARTING CONSTRUCTION. ALL BUILDINGS ARE 100% OCCUPIED EXCEPT FOR 1111 BAYHILL WHICH IS 50% OCCUPIED.

PARKING COUNTS PER SITE

SITE	TOTAL STALLS
1000 CHERRY / PHASE 1N	289
900 CHERRY / PHASE 1S	287
1100 GRUNDY	251
THE LAKES / SURPLUS PARKING	275
950 ELM	277
1111 BAYHILL	672
999 BAYHILL	443

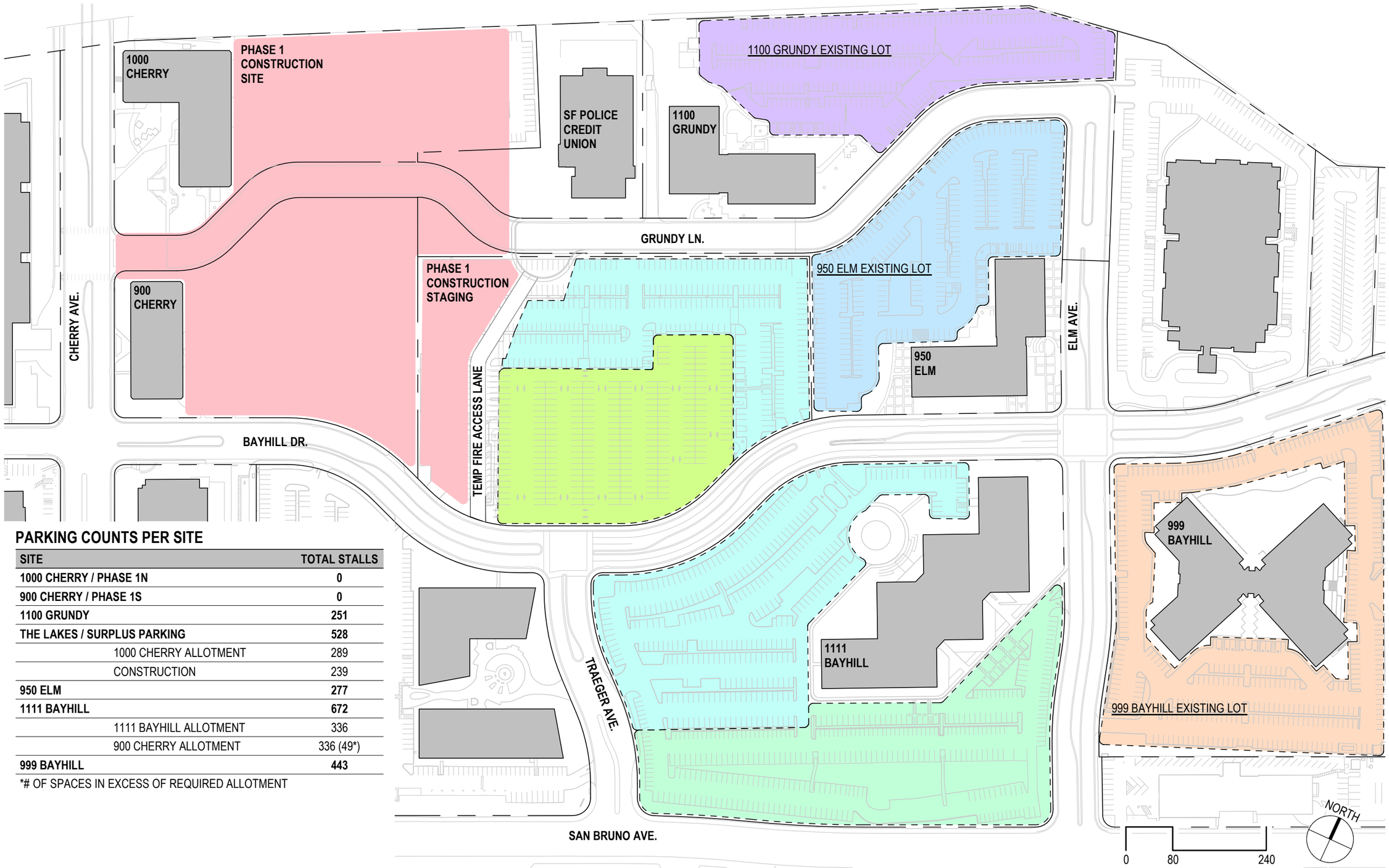
DEMOLITION AT LAKES SITE TO PREPARE FOR CONSTRUCTION OF TEMPORARY FIRE ACCESS LANE AND GRUNDY CUL-DE-SAC

YOUTUBE PHASE 1 SITE PARKING
STEP 1

PARKING ALLOCATION LEGEND

1000/900 CHERRY | 1111 BAYHILL | 950 ELM | 1100 GRUNDY | 999 BAYHILL | CONSTRUCTION PARKING/SURPLUS | CONSTRUCTION ZONE

hlw



THE LAKES PROPERTY WILL BE VACANT BEFORE STARTING CONSTRUCTION. ALL BUILDINGS ARE 100% OCCUPIED EXCEPT FOR 1111 BAYHILL WHICH IS 50% OCCUPIED.

TEMPORARY FIRE ACCESS LANE AND GRUNDY CUL-DE-SAC COMPLETED

GRUNDY LANE CLOSED AT CHERRY AVE.

PHASE 1 SITE CLOSED OFF FOR CONSTUCTION

FORMER LAKES BUILDINGS DEMOLISHED AND SITE BECOMES TEMPORARY PARKING

REMAINING PARKING AT THE LAKES SITE, 1111 BAYHILL AND 999 BAYHILL REALLOCATED TO 1000 CHERRY AND 900 CHERRY

PARKING COUNTS PER SITE

SITE		TOTAL STALLS
1000 CHERRY / PHASE 1N		**0**
900 CHERRY / PHASE 1S		**0**
1100 GRUNDY		**251**
THE LAKES / SURPLUS PARKING		**528**
	1000 CHERRY ALLOTMENT	289
	CONSTRUCTION	239
950 ELM		**277**
1111 BAYHILL		**672**
	1111 BAYHILL ALLOTMENT	336
	900 CHERRY ALLOTMENT	336 (49*)
999 BAYHILL		**443**

*# OF SPACES IN EXCESS OF REQUIRED ALLOTMENT

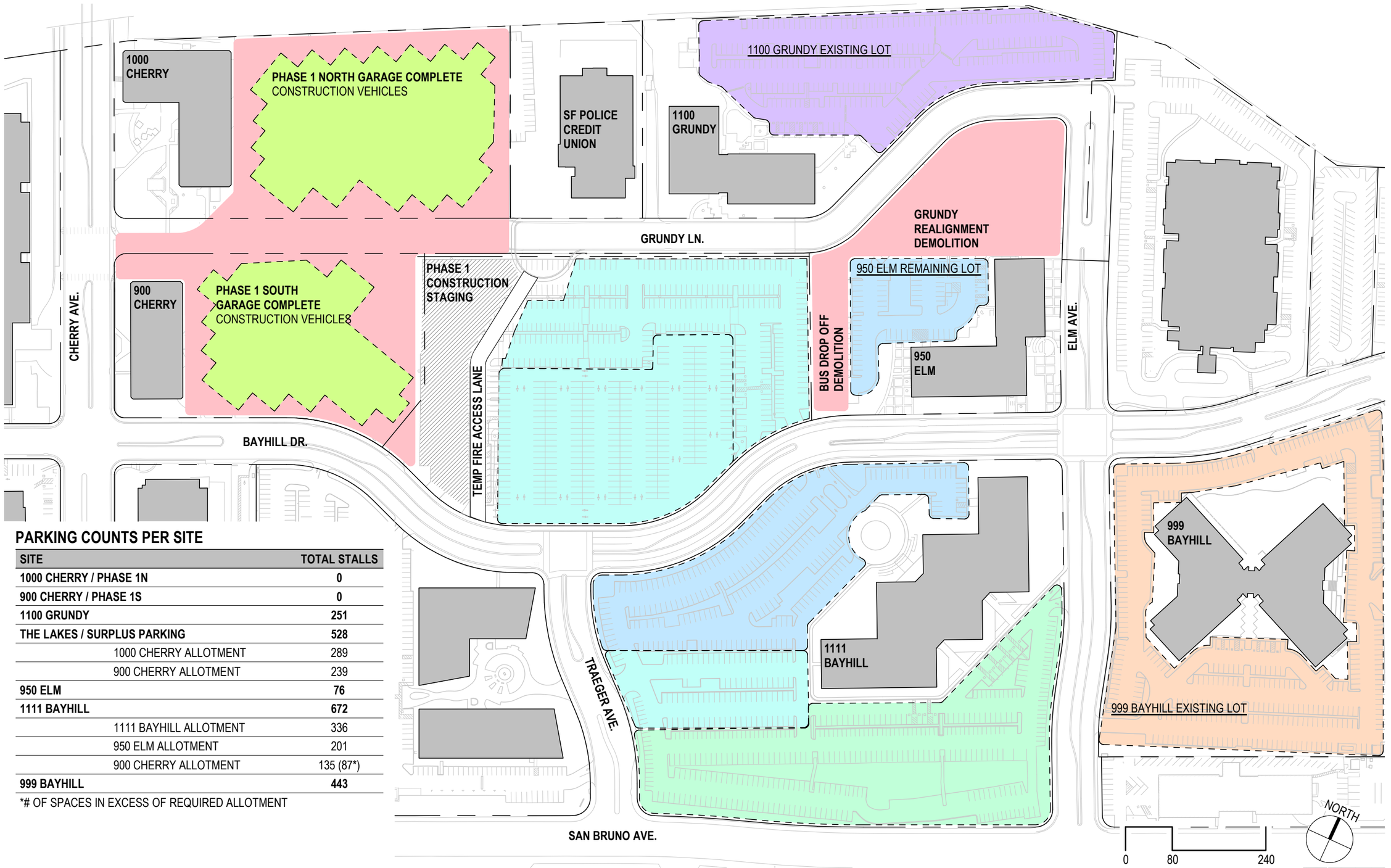
YOUTUBE PHASE 1 SITE PARKING

STEP 2

PARKING ALLOCATION LEGEND

1000/900 CHERRY | 1111 BAYHILL | 950 ELM | 1100 GRUNDY | 999 BAYHILL | CONSTRUCTION PARKING/SURPLUS | CONSTRUCTION ZONE

hlw



THE LAKES PROPERTY WILL BE VACANT BEFORE STARTING CONSTRUCTION. ALL BUILDINGS ARE 100% OCCUPIED EXCEPT FOR 1111 BAYHILL WHICH IS 50% OCCUPIED.

PARKING COUNTS PER SITE

SITE	TOTAL STALLS
1000 CHERRY / PHASE 1N	**0**
900 CHERRY / PHASE 1S	**0**
1100 GRUNDY	**251**
THE LAKES / SURPLUS PARKING	**528**
1000 CHERRY ALLOTMENT	289
900 CHERRY ALLOTMENT	239
950 ELM	**76**
1111 BAYHILL	**672**
1111 BAYHILL ALLOTMENT	336
950 ELM ALLOTMENT	201
900 CHERRY ALLOTMENT	135 (87*)
999 BAYHILL	**443**

*# OF SPACES IN EXCESS OF REQUIRED ALLOTMENT

PHASE 1 NORTH AND SOUTH SUBGRADE GARAGES OPEN TO CONSTRUCTION VEHICLE PARKING DURING CONSTRUCTION

DEMOLITION OF PARKING LOT AREAS AT 950 ELM

TEMPORARY PARKING AT FORMER LAKES SITE REALLOCATED TO 900 CHERRY

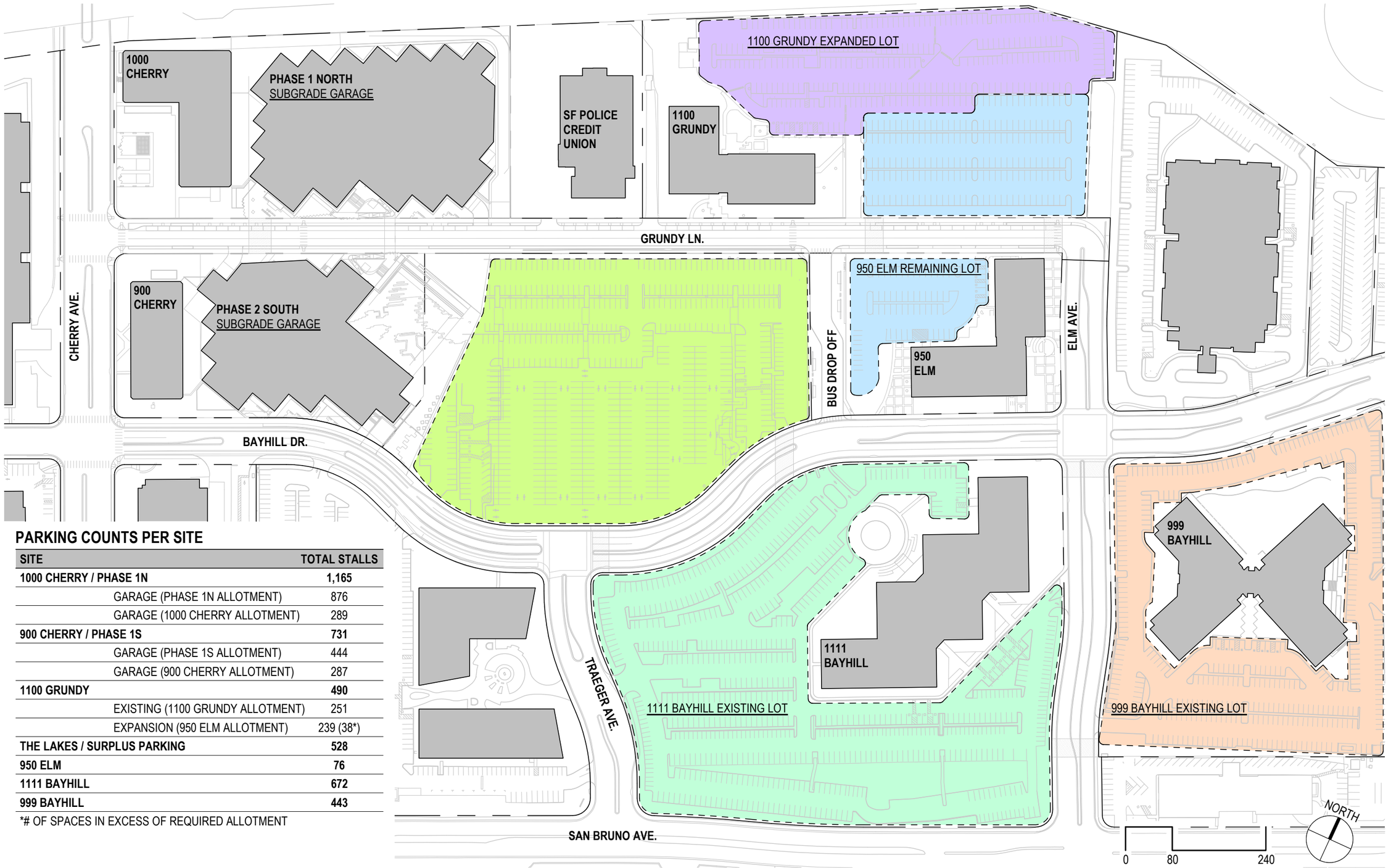
1111 BAYHILL PARKING REALLOCATED TO 950 ELM

YOUTUBE PHASE 1 SITE PARKING
STEP 3

PARKING ALLOCATION LEGEND

1000/900 CHERRY | 1111 BAYHILL | 950 ELM | 1100 GRUNDY | 999 BAYHILL | CONSTRUCTION PARKING/SURPLUS | CONSTRUCTION ZONE

hlw



THE LAKES PROPERTY WILL BE VACANT BEFORE STARTING CONSTRUCTION. ALL BUILDINGS ARE 100% OCCUPIED EXCEPT FOR 1111 BAYHILL WHICH IS 50% OCCUPIED.

PARKING COUNTS PER SITE

SITE		TOTAL STALLS
1000 CHERRY / PHASE 1N		**1,165**
	GARAGE (PHASE 1N ALLOTMENT)	876
	GARAGE (1000 CHERRY ALLOTMENT)	289
900 CHERRY / PHASE 1S		**731**
	GARAGE (PHASE 1S ALLOTMENT)	444
	GARAGE (900 CHERRY ALLOTMENT)	287
1100 GRUNDY		**490**
	EXISTING (1100 GRUNDY ALLOTMENT)	251
	EXPANSION (950 ELM ALLOTMENT)	239 (38*)
THE LAKES / SURPLUS PARKING		**528**
950 ELM		**76**
1111 BAYHILL		**672**
999 BAYHILL		**443**

*# OF SPACES IN EXCESS OF REQUIRED ALLOTMENT

PHASE 1 NORTH AND SOUTH COMPLETE - GARAGE SPACES ALLOCATED TO 1000 CHERRY AND 900 CHERRY

GRUNDY REALIGNMENT COMPLETE

BUS DROP OFF COMPLETE

ADDITIONAL LOT CONSTRUCTED AT 1100 GRUNDY WITH PARKING ALLOCATED TO 950 ELM

YOUTUBE PHASE 1 SITE PARKING

STEP 4

PARKING ALLOCATION LEGEND

1000/900 CHERRY | 1111 BAYHILL | 950 ELM | 1100 GRUNDY | 999 BAYHILL | CONSTRUCTION PARKING/SURPLUS | CONSTRUCTION ZONE

hlw

SAN BRUNO, CA

Phase 1 - Parking Operations Exhibit

Jan 7, 2020

Architects • Engineers • Parking Planners

WATRY DESIGN, INC.

YOUTUBE PARKING OPERATION

Objective

- Describe how parking operations function on a daily basis as the employees arrive and garage capacity is accommodated
- Describe the process of Valet Assist implementation as the garage fills up.

GENERAL PARKING ALLOCATION BY USER

Project includes 3 levels of parking under office and is located under 2 parcel sites, North of Grundy (P1N) and South of Grundy (P1S).

- All parking is first come first serve.
- Gate Control with card reader access shall be located at entry/exit portals on both sites for employee access
- An attendant booth will be located at separate Visitor entry / exit access portal, visitors will only be allowed on SL1 of P1S

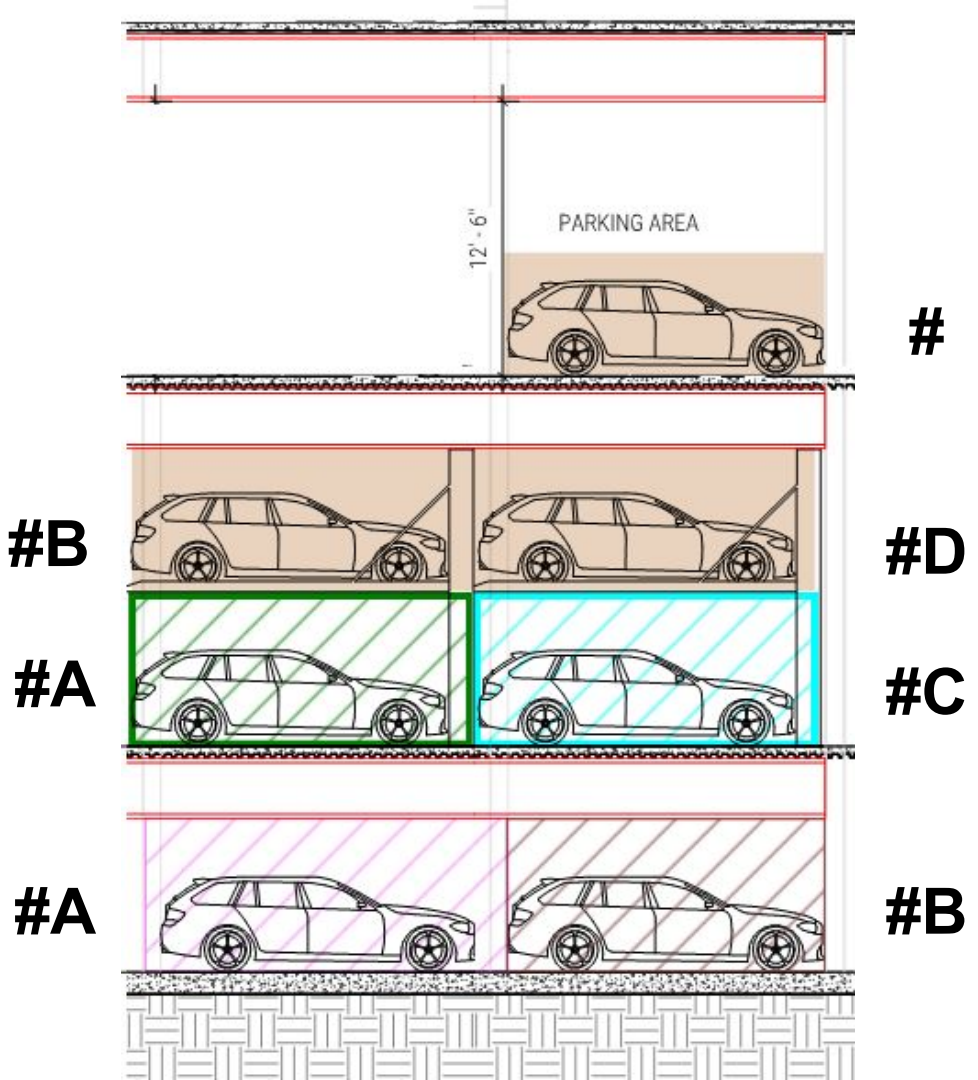
	P1N	P1S
SL1	Employee Self-Park	Visitor Self-Park
SL2	Employee Valet Assist (Stackers)	Employee Valet Assist (Stackers)
SL3	Employee Self-Park	Employee Self-Park

STALL DESIGNATION

Common designation for identification of stalls in a tandem or stacked configuration can be as shown on the right.

- Self park stall are assigned number only
- Stackers assignment will be stall #A for lower stall and #B for upper stall.
- In areas with 2 stackers in tandem forward stalls are noted as #D for upper and #C for lower.

This way the only stalls needing to leave keys with attendant are cars parked in #A and #C designations.



YOUTUBE PARKING DAILY OPERATION

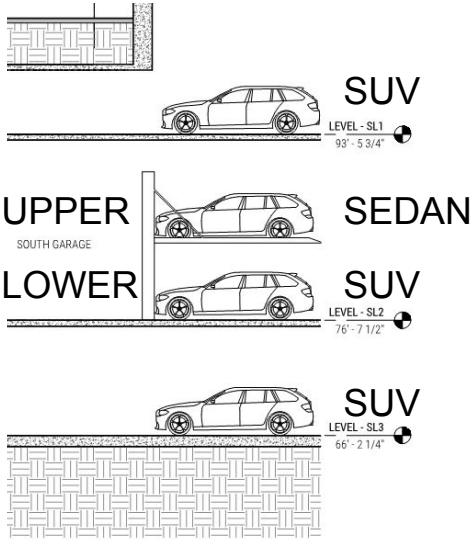
- Early arriving parkers are able to drive into the facility after validation at gate control and proceed to park.
- All spaces will be assigned a unique number and letter based on location and type of space, employees will be taught to remember what space they have parked in. Vehicles parked in #B and #D spaces will need to notify Attendant so their car can be made accessible when they return to exit.
- Employee with Sedans are encouraged to proceed to SL2 and park in available stacker pallets. This will allow their car to be lifted and the lower spaces made available.
- Employees are taught to pull forward in any of the tandem spaces, to make back space available.
- Blocking vehicles will leave keys with the valet assist, Vehicles parked in #A or #C spaces will need to be given a tag to ID their Keys for retrieval.
- If a vehicle #B or #D wishes to exit, the blocking vehicle #A or #C or both will be moved by the attendant.
- All keys accepted are stored in a locked key box.

OPERATION PROCESS FOR VALET ASSIST

- Attendant assist parking is utilized in facilities where the space configuration consists of tandem parking spaces.
- Attendants are stationed throughout the facility, without regard to a single drop-off area.
- Parkers will self-park and allow the attendants access to their vehicles' keys. This enables the attendants to have the ability to move vehicles as needed to allow patrons, whose vehicles are blocked by others, to exit.
- In a mechanical stacker solution the vehicle parked in the upper pallets functions as a tandem stall as the lower vehicle is blocking the exit of the upper.
- Generally it assumed that each attendant in a stacker operation will be responsible for an area containing 100-150 vehicles.
- Current design operation assumes the need for 4 to 5 attendants in P1N and 2 to 3 attendants in P1S, based on demand during peak hours of operation.

PARKING STACKER INFORMATION

Employees will be taught to park on the upper spaces of SL2 if they drive a Sedan.
Parking operations will have vehicle size list to assist determination of Sedan Height Vehicles.
A height clearance mark can be added to assist valet in vehicle verification as well as laser sensors



- SL2 is designed with extra clearance to accommodate mechanical stackers.
- Each unit will fit SUV on the lower space and Sedan on the upper space.
- Min. width of any space is 8’-6” which accommodates all vehicles on the road.
- Vehicle length planned for is typical 18’-0” same as a regular stall.
- Lower space will maintain 7’-0” clear height (SUV) and the upper space will maintain 5’-0” clear height (Sedan)
- Small cars can make use of any stall in design.

The upper space in the stacker has Limited height, but this is only 26% of the available stalls; 74% can be large and only 40% of the cars on the road are classified large, the current design can accommodate double the required demand for SUV vehicles

Vehicle classification	Small (Sedan)	Large (SUV)
Current Consumer Demand	60%	40%
Project Supply	26%	74%

PARKING STACKER SIMIO STUDY INFORMATION

The valet-assist stacker operation has been modeled for similar projects in the Bay Area to plan for operational efficiency and costs. This testing was done with a detailed modelling tool (Simio) simulating every single vehicle movement, stacker operation and both valet staff and employees as individual agents. This testing provided information about operational efficiency and staffing requirements. The model also accounts for additional delays when there are cars blocking others, as can occur in the proposed tandem-type spaces.

The results analysis for a comparable parking facility has shown that AM peak (vehicles entering) is less critical than the PM peak (vehicles departing) and the stacker operation does not result in any significant queuing or backlog. The number of access gates, queuing space provided on-site, and an effective badging-in system has been designed to limit queuing outside the garage access area. Real-time information systems (RTIS) will provide the possibility of booking a space in advance or upon arrival, which will prevent unnecessary internal space-finding circulation.

During PM peak times, the anticipated average retrieval time is between 4 and 7 minutes, which includes time walking to the vehicle. The average retrieval time meets YouTube's desired level of service with an eye to encourage employees to use the stacker car park. In addition, real-time information systems (RTIS) are planned to be used for employees to request car retrieval in advance to reduce average waiting times in the parking garage. When an employee requests a car retrieval in advance, the waiting time will be reduced exclusively to the time walking towards the car.

The peak demand has been identified based on observed YouTube staff arrival and departure patterns, and the valet staffing will be adjusted accordingly to meet the desired operational level of service. Operation efficiency is heavily reliant on valet staffing, and YouTube is committed to providing the required staff for efficient operation.

TOTAL PARKING PROVIDED

There are 1,896 parking spaces being provided in the current design equal to the total required.

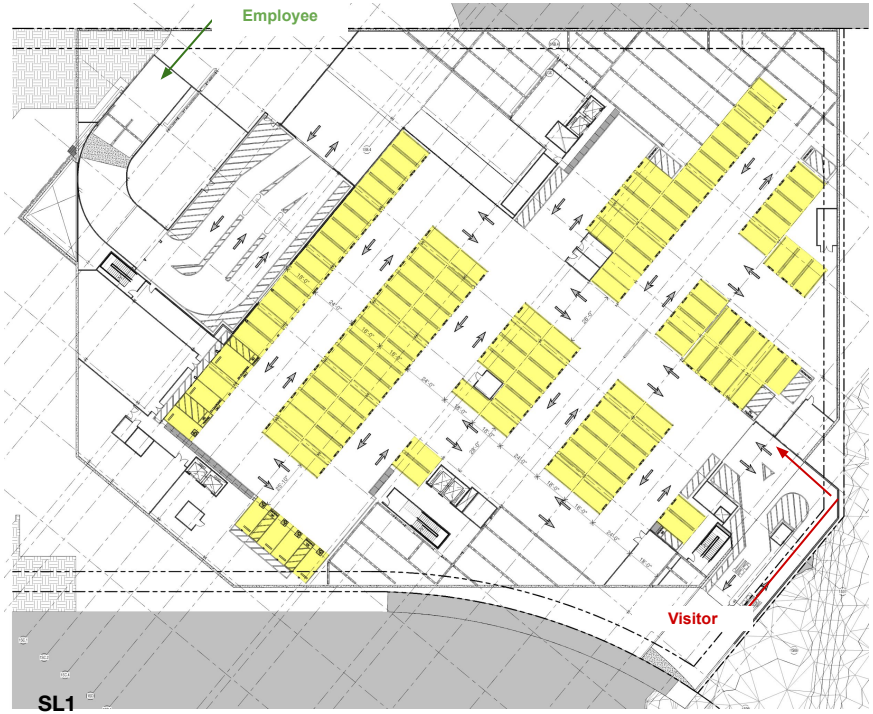
Per the current design totals there are 640 spaces with #A or #C designations, these account for 34% of the total stalls provided which require employees to leave keys with attendant, and therefore with this assumption there are 66% of parking spaces provided that can be considered Self Park stalls.

Self Parked, Stackers & Tandem

NORTH PARCEL

SL1

SOUTH PARCEL



SL1

SELF PARKED (#)

TANDEM (#B)

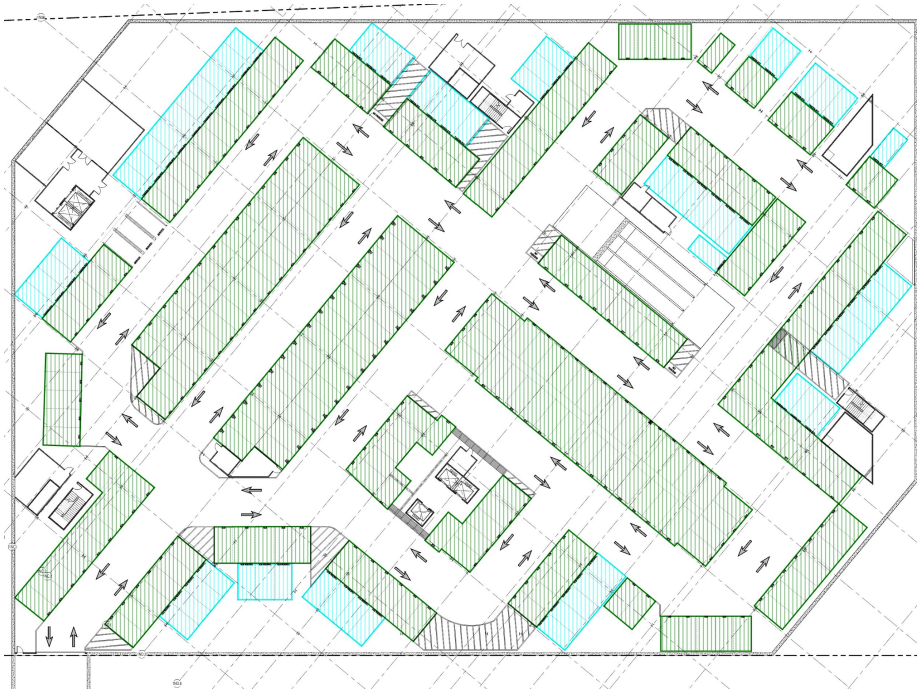
TANDEM (#A)

STACKER TANDEM (#C & #D)

SELF PARKED VISITOR (#)

Self Parked, Stackers & Tandem

NORTH PARCEL



SL2

SOUTH PARCEL

SL2

SELF PARKED (#)

STACKER TANDEM (#C & #D)**

STACKER (A# & #C)**

**upper level stacker stalls not shown for clarity

Self Parked, Stackers & Tandem

NORTH PARCEL

SL3

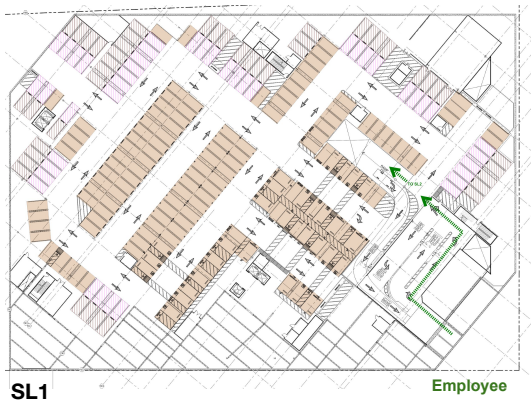
SOUTH PARCEL

SL3

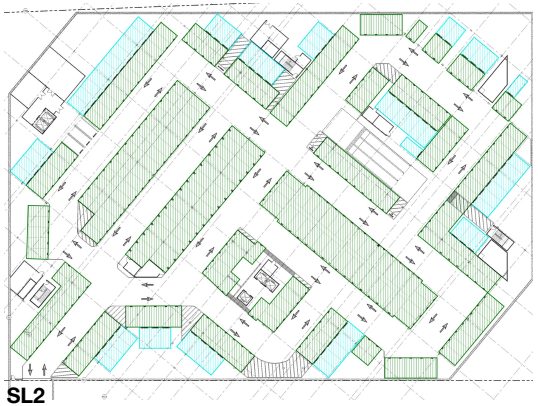
- SELF PARKED (#)
- TANDEM (#B)
- TANDEM (#A)
- STACKER TANDEM (#C & #D)
- STACKER (A# & #C)
- SELF PARKED VISITOR (#)

Self Parked, Stackers & Tandem (all levels for reference)

NORTH PARCEL



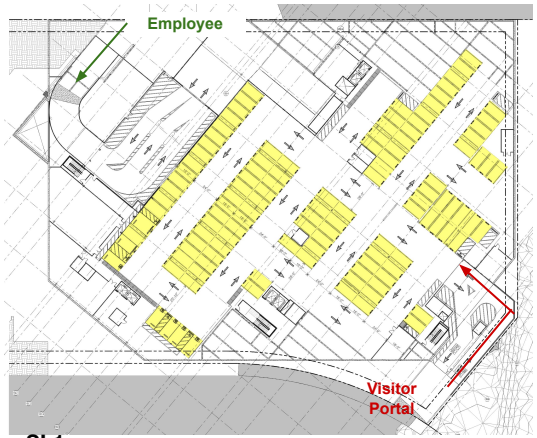
SL1



SL2

SL3

SOUTH PARCEL



SL1

SL2

SL3

Attachment 15

YouTube
San Bruno
TDM Plan

CPRA Confidential Treatment Request | Not for Public Release – CPRA Exempt | Confidential and Proprietary Business / Siting Information | Pre-Decisional Draft – For Review Only

Issue | September 7, 2021

This report takes into account the particular instructions and requirements of our client.

It is not intended for and should not be relied upon by any third party and no responsibility is undertaken to any third party.

Job number 258657-03

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ARUP

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1 Introduction

Transportation Demand Management (TDM) is the incorporation of a variety of strategies and policies that reduce travel demand to provide relief from congestion, parking, and air quality impacts. This report discusses potential TDM programs that YouTube, as part of the Google company, may implement in the City of San Bruno.

Google's overall transportation strategy is founded upon the key principles of providing a mix of uses, minimizing parking, relieving bottlenecks and providing better commute choices. Google has a history of reducing drive-alone commute trips by encouraging workers to switch to other forms of commuting. From the start, Google has invested in transportation options, including transit, shuttle bus, vanpool and self-powered commuting (bicycle, walking, etc). Google has expanded its TDM offerings over time, for example introducing pedal-assist electric bikes (e-bikes) for longer distance commutes. These have allowed Google to respond to changing technology and travel needs.

The City of San Bruno does not have prescribed TDM measures but refers to the list of TDM design measures defined by the San Mateo Association of Governments (C/CAG) in "Guidelines for Implementing the Land Use Component of the Congestion Management Plan" (The Guidelines).

The Guidelines call for developers and/or tenants to reduce the demand for all new AM and PM peak hour trips projected to be generated by a development. The Guidelines provide several options for local jurisdictions to consider, ensuring that the impact of new land use projects to the Congestion Management Program roadway network is mitigated, including state highways and selected principal arterials.

One of the options, and the focus of this report, is to implement TDM programs that have the capacity to reduce the demand for new peak hour trips. This TDM plan seeks to achieve a 43% single occupant vehicle mode split or greater by selecting from and implementing the various measures herein.

2 Existing Transportation Facilities and Services

San Bruno is served by the Bay Area Rapid Transit (BART) system, Caltrain and SamTrans buses. During weekday peak hour periods, BART connects commuters from Richmond, Antioch and Millbrae, and stations along those lines, directly to San Bruno. There is also a direct line from San Francisco International Airport (SFO) to San Bruno. BART also serves commuters from Dublin/Pleasanton and Warm Springs/South Fremont, but they are required to transfer. Caltrain connects

commuters from as far north as San Francisco and as far south as San Jose and Gilroy with San Bruno. A number of SamTrans buses also connect San Bruno to other areas such as Palo Alto and Redwood City.

San Bruno also has a robust pedestrian and bicycle network, both of which provide alternative modes of transportation to the conventional single occupant vehicle (SOV) and compliment TDM strategies in the area.

2.1 SamTrans

Table 1 provides a summary of the SamTrans bus routes that operate within and serve San Bruno, mapped in Figure 1 through Figure 9.

Table 1: SamTrans bus routes serving San Bruno (source: SamTrans)

Service	Description
SamTrans Route ECR	Daly City BART – Palo Alto Transit Center
SamTrans Route ECR Rapid	Daly City BART – Redwood City Transit Center
SamTrans Route 398	San Francisco – Redwood City Transit Center – Serves SF Airport
SamTrans Route 38	Safe Harbor
SamTrans Route 49	Terra Nova High - Old County/San Francisco
SamTrans Route 120	Brunswick/Templeton – Colma BART
SamTrans Route 121	Pope/Bellevue – Skyline College
SamTrans Route 140	SFO AirTrain – Manor/Palmetto
SamTrans Route 141	Airport/Linden – Shelter Creek

Figure 1: SamTrans Bus Route ECR (source: SamTrans)

Figure 2: SamTrans Bus Route ECR Rapid (source: SamTrans)

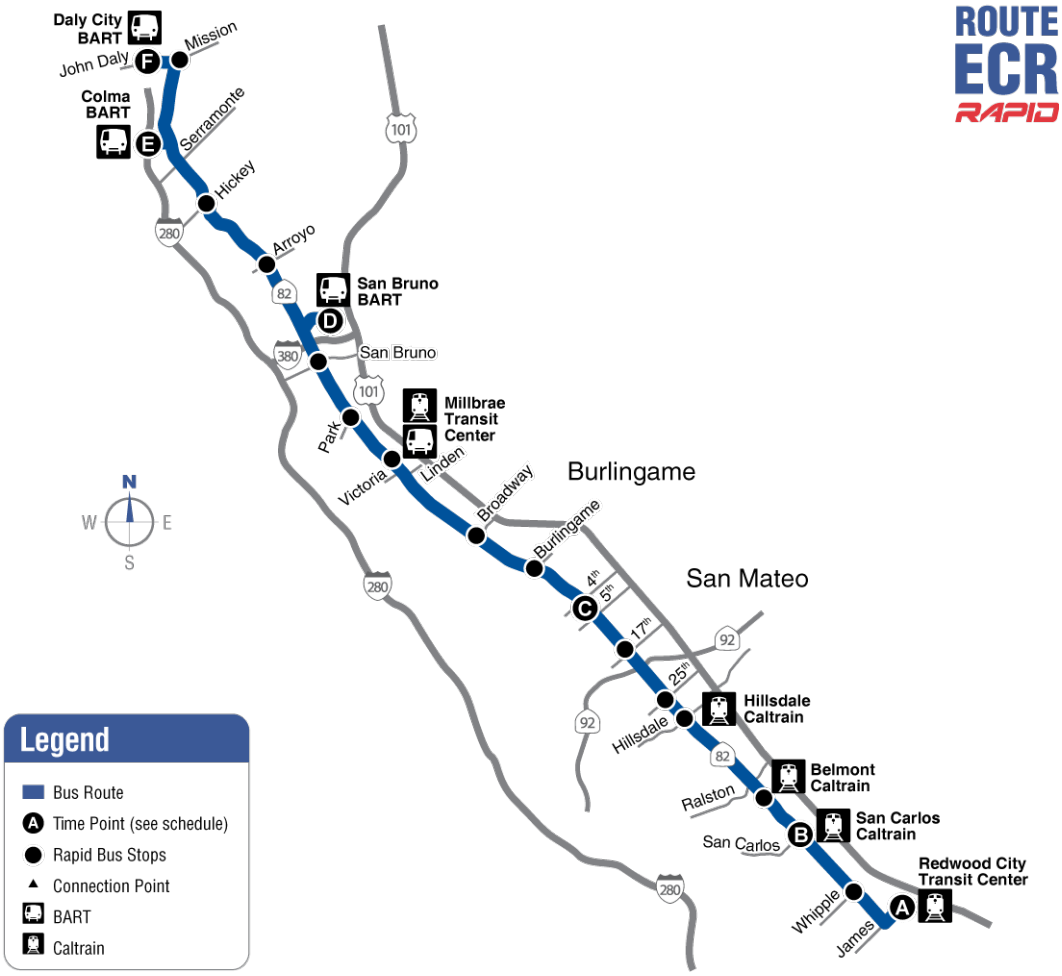


Figure 3: SamTrans Bus Route 398 (source: SamTrans)

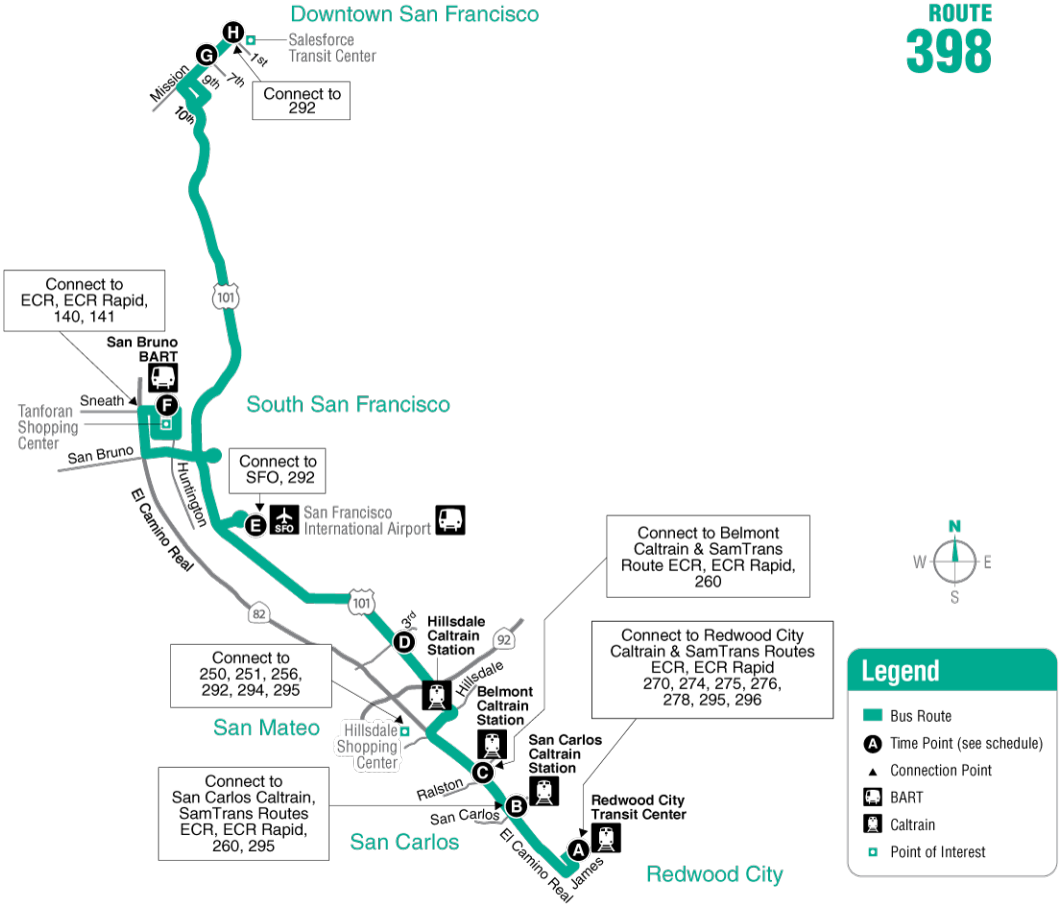


Figure 4: SamTrans Bus Route 38 (source: SamTrans)

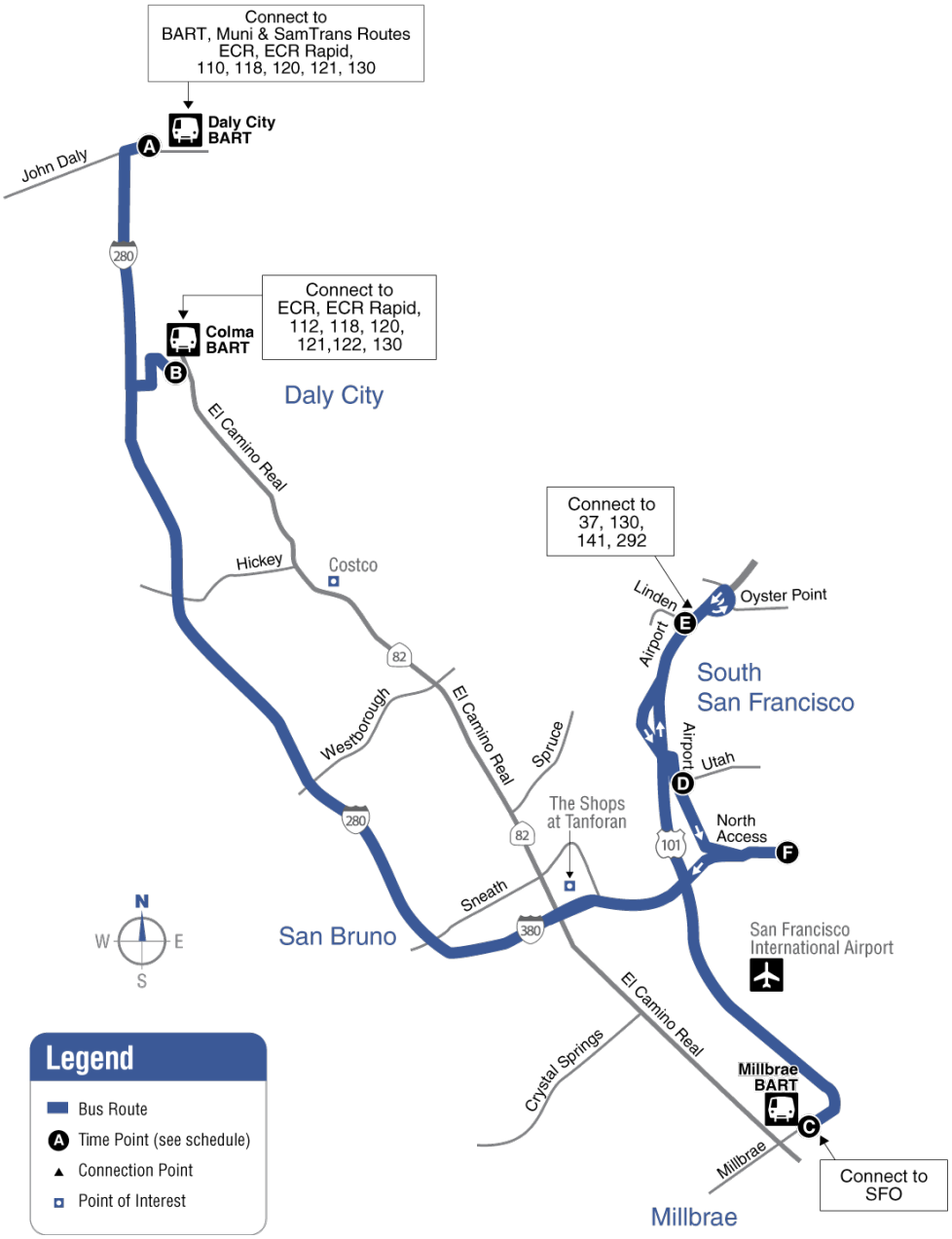


Figure 5: SamTrans Bus Route 49 (source: SamTrans)

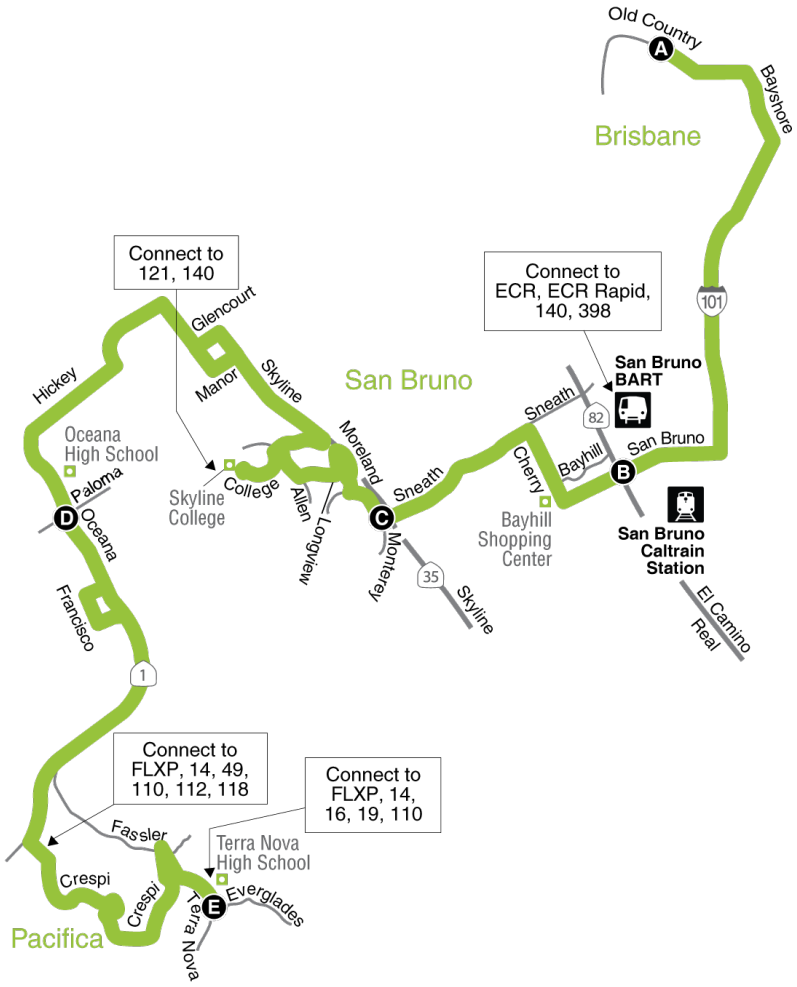


Figure 6: SamTrans Bus Route 120 (source: SamTrans)

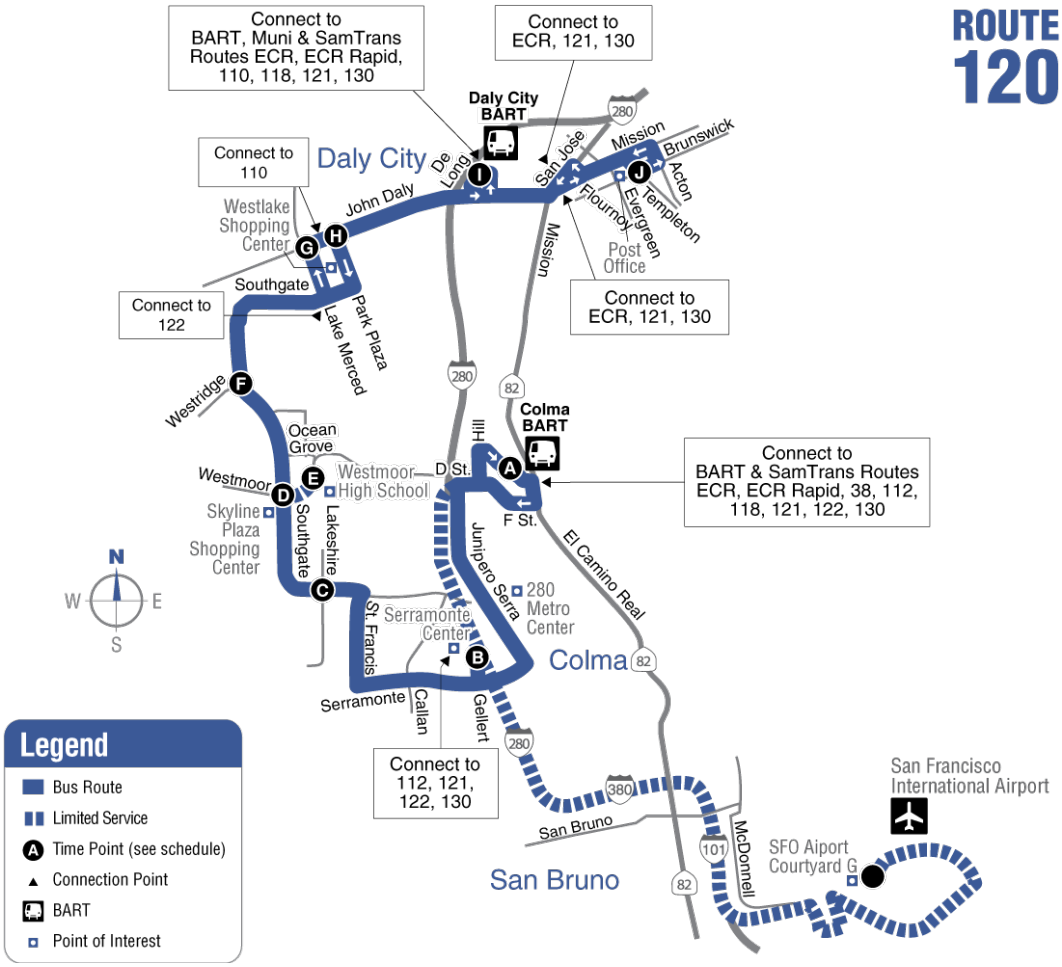


Figure 7: SamTrans Bus Route 121 (source: SamTrans)

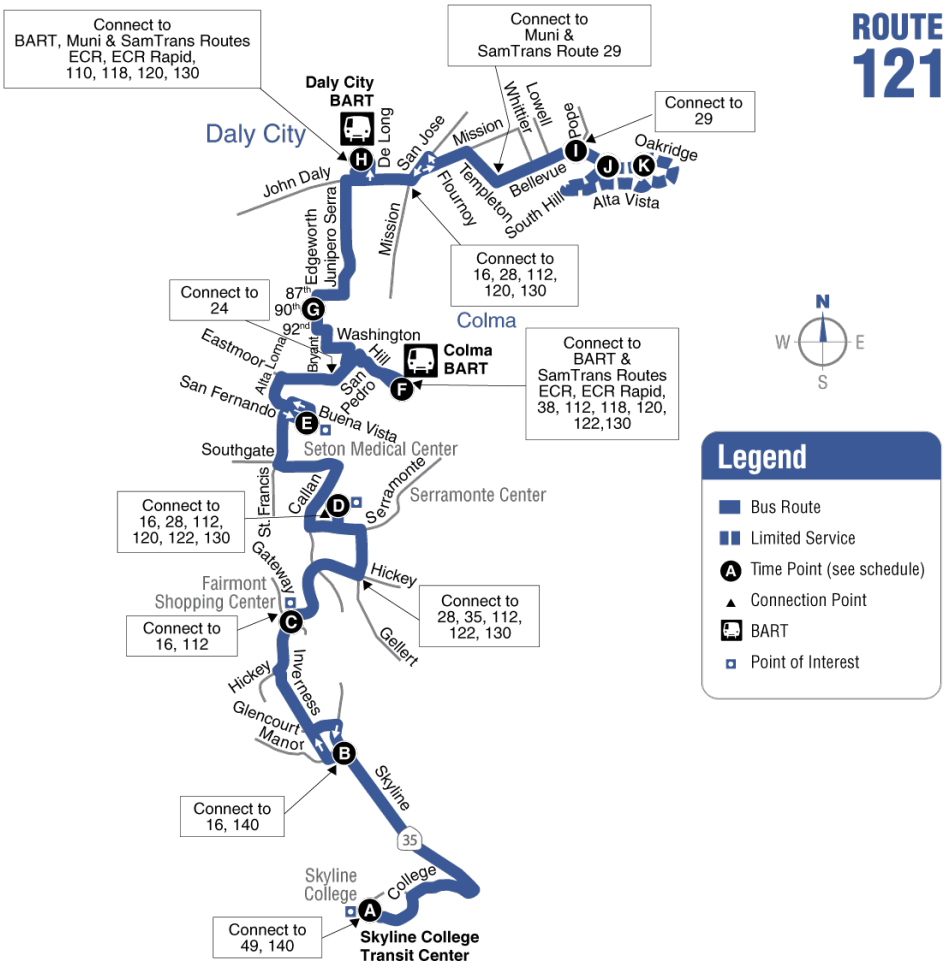


Figure 8: SamTrans Bus Route 140 (source: SamTrans)

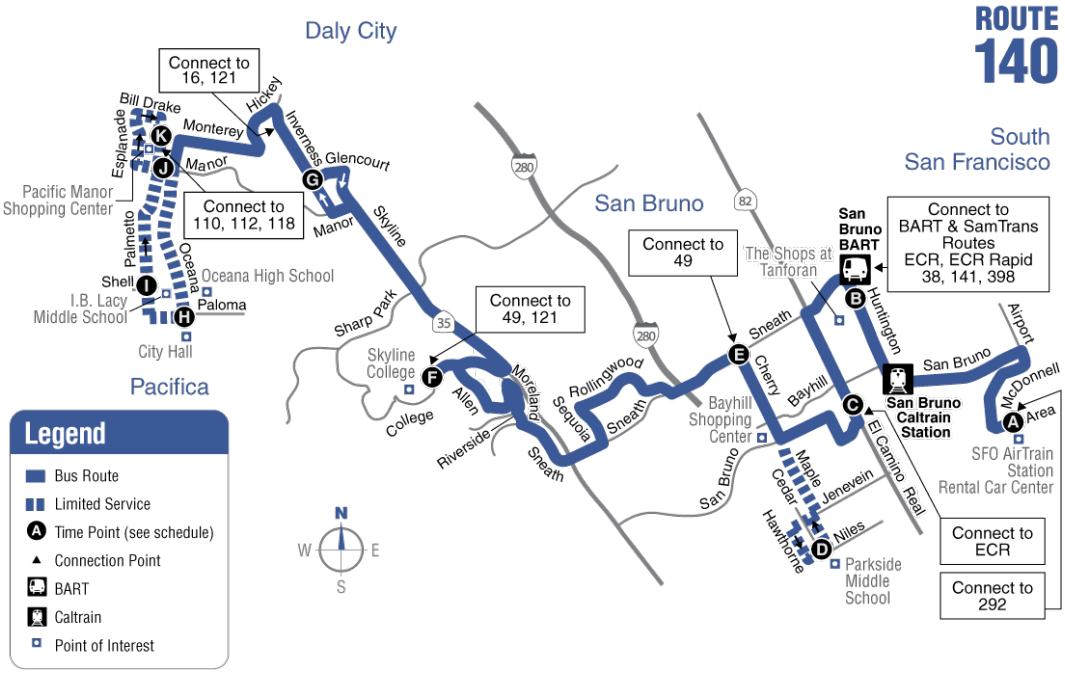
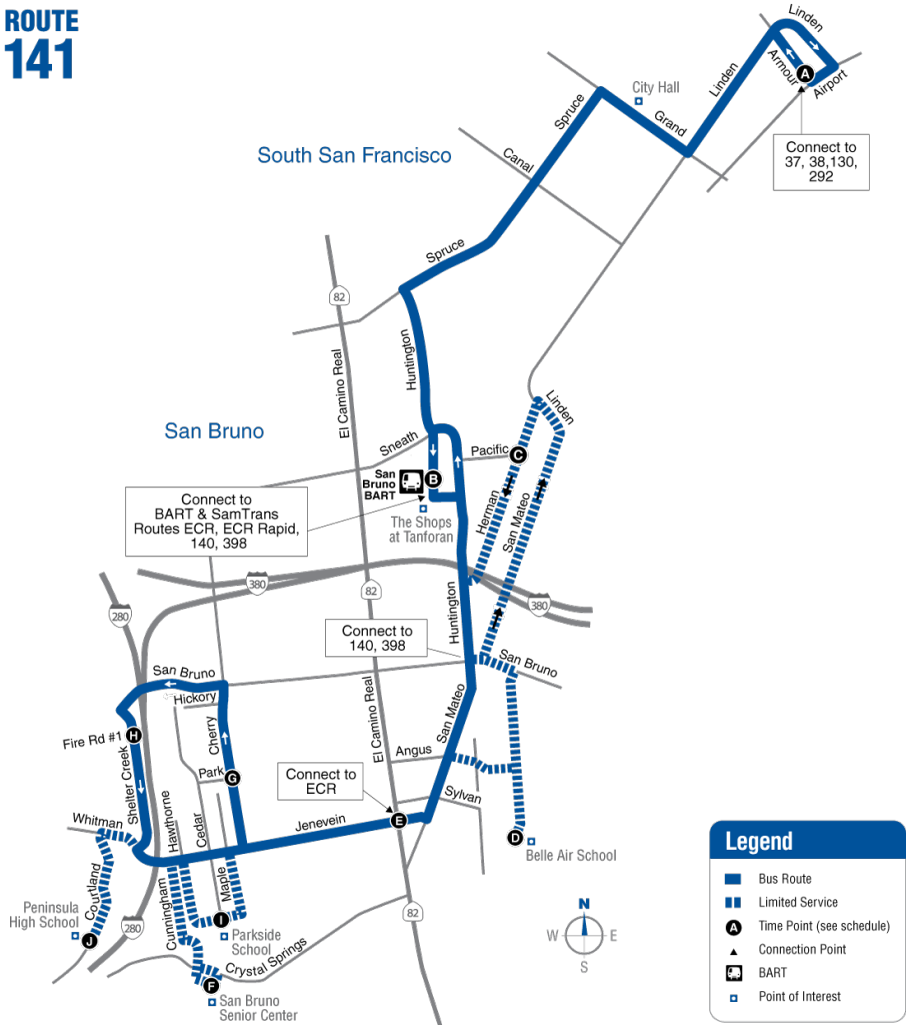


Figure 9: SamTrans Bus Route 141 (source: SamTrans)



2.2 Caltrain

Caltrain provides a commuter rail service along the San Francisco Peninsula, through the South Bay to San Jose and Gilroy, operating seven days a week with increased service frequencies during weekday peak morning and evening hours. SamTrans bus route 140, 141 and 398 as well as the Bayhill San Bruno Shuttle all connect San Bruno Caltrain Station to other parts of the City.

2.3 Bay Area Rapid Transit (BART)

BART is a heavy-rail system that connects riders in the East Bay and in the northern part of San Mateo County to San Francisco. During weekday peak hour periods, BART connects commuters from Richmond, Antioch and Millbrae, and stations along those lines, directly to San Bruno. There is also a direct line from

SFO to San Bruno. BART also serves commuters from Dublin/Pleasanton and Warm Springs/South Fremont, but they are required to transfer.

The system operates seven days a week with various frequencies during the peak morning and evening hours.

2.4 Bicycle and Pedestrian Facilities

The first citywide plan devoted exclusively to walking and biking, the San Bruno Walk ‘n Bike Plan, was adopted in July 2016. The plan calls for many infrastructure improvements to ensure that walking and biking are safe, comfortable, and convenient. It also recommends support programs and initiatives to encourage walking and biking throughout the city. The citywide bikeway network and proposed pedestrian projects are shown in Figure 10 and Figure 11 respectively.

Figure 10: Citywide Bicycle Network (source: City of San Bruno Walk ‘n Bike Plan)

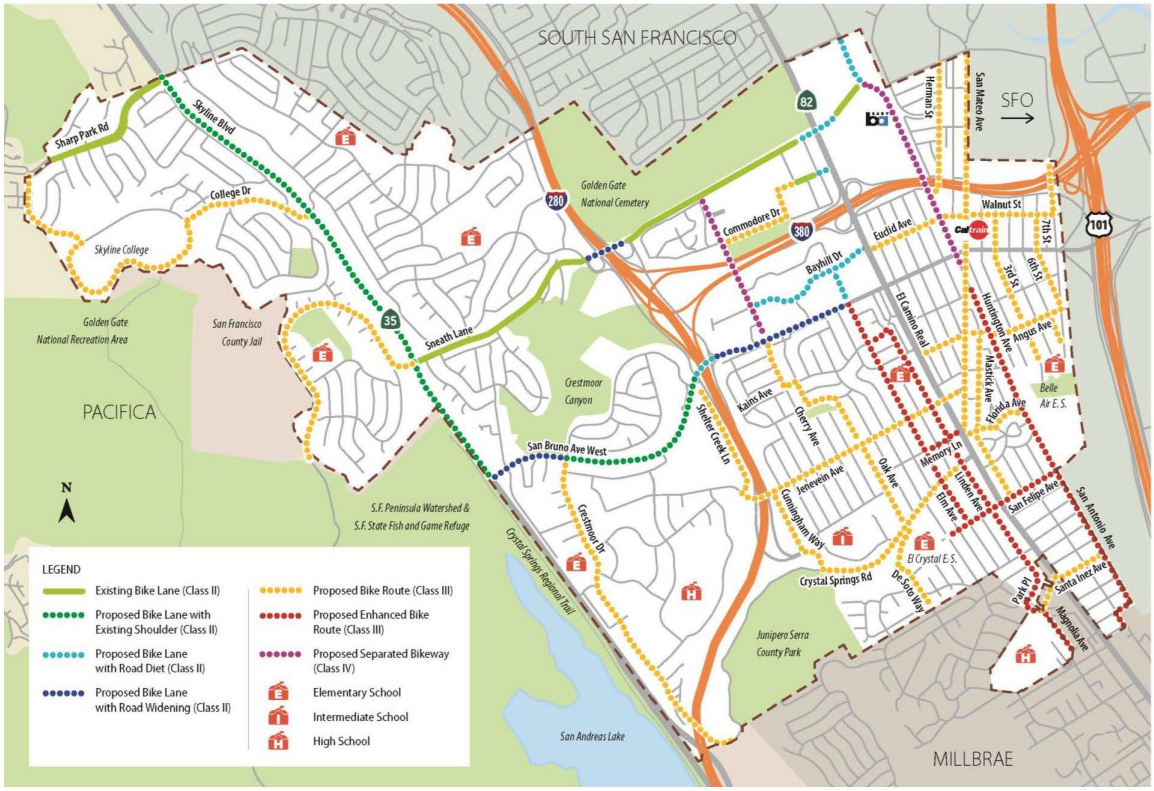


Figure 11: Citywide Pedestrian Network (source: City of San Bruno Walk ‘n Bike Plan)

3 Trip Reduction Program and Mitigation Measures

YouTube, as part of the Google company, has a history of reducing drive-alone commute trips by encouraging workers to switch to other forms of commuting and currently provides extensive TDM programs (listed below) at many of its developments in the Bay Area. These programs are aligned with the key principles of Google’s overall transportation strategy of providing a mix of uses, minimizing parking, relieving bottlenecks and providing better commute choices. In line with Google’s transportation strategy, it aims to provide similar programs in San Bruno to achieve its trip reduction goals. Not all programs listed are provided at each development.

3.1 TDM Coordinator

A transportation program as extensive as Google’s requires an entire team. The role of “transportation coordinator” is currently shared by a team of dedicated transportation professionals. The Google Transportation Team is supported by both Google employees and contractors to deliver transportation services. The team is well-positioned to proactively plan for changes in travel demand, adjust

and implement new services, and monitor the impacts of changes, all while responding to a host of day-to-day operational challenges.

The TDM programs in San Bruno will be administered and managed through the Google Transportation Team. Depending on the programs that Google implements, Table 2 outlines the potential trip credits that could apply to projects in San Bruno.

Table 2: TDM Measures and Number of Trips Credited for TDM Coordinator

TDM Measure	Number of Trips Credited
Survey employees to examine use and best practice	Three peak hour trips will be credited for a survey developed to be administered twice yearly.
Coordinate *appropriate* Transportation Demand Management programs with existing developments/employers	Five peak hour trips will be credited.

3.2 Priority Parking for Carpools, Vanpools, and Clean-Fuel Vehicles

Preferential parking will be made available for Commute Champions, including carpools, vanpools, and electric vehicles.

Table 3: TDM Measures and Number of Trips Credited for Priority Parking

TDM Measure	Number of Trips Credited
Creation of preferential parking for carpoolers	Two peak hour trips will be credited for each parking spot reserved.
Creation of preferential parking for vanpoolers	Seven peak hour trips will be credited for each parking spot reserved.

3.3 Bicycle Parking, Sharing and Facilities

To facilitate bicycling as a major mode of transportation, secure and ample bicycle parking will be provided including both short-term and long-term bike parking.

Google has entered into an agreement with Lime to provide shared bicycle and electric-assist bicycles in San Bruno if/when the city authorizes Lime to operate within the city.

Short-Term Bike Parking Photo © Arup

Google's VBike (visitor bike) program and electric pedal-assist bicycles (e-bikes) will also be made available to employees in San Bruno. The VBike program assigns hybrid bikes to visiting or short-term workers (notably interns) for commute purposes. E-bikes are a relatively new addition to Google's shared bicycle fleet. In 2015 Google rolled out a set of e-bikes to employees for longer-distance commuting to work.

Complementary bicycle and active transportation facilities will also be provided on-site, such as showers, lockers, and changing facilities. These allow employees to change or wash after commuting, which can significantly increase the comfort for those biking or walking as part of their journey to work.

Other facilities could include the provision of bicycle helmets, locks, and on-site bicycle repair facilities for employees.

On-site repair facility Photo © Alta Planning

Self-repair station Photo © Alta Planning

Several measures recommended in The Guidelines cover programs supporting active mobility such as Google typically provides, described in Table 4.

Table 4: TDM Measures and Number of Trips Credited for Bicycle Facilities

TDM Measure	Number of Trips Credited
Secure bicycle storage	One peak hour trip will be credited for every three new bike lockers/racks installed and maintained. Lockers/racks must be installed within 100 feet of the building.
Showers and changing rooms	Ten peak hour trips will be credited for each new combination shower and changing room installed. An additional five peak hour trips will be credited when installed in combination with at least five bike lockers.
Provide use of bicycles to employees who use alternate commute methods so they can have access to bicycles during breaks for personal use	One peak hour trip will be credited for every four bicycles provided.
Subsidizing pedestrians/bicyclists who commute to work	One peak hour trip will be credited for each employee that is subsidized at least $20 per month for one year.

3.4 Guaranteed Ride Home Program

Google's Emergency Ride Home (ERH) program is available to all employees who use alternate modes of transportation and who experience an emergency. The ERH program includes roadside assistance for cyclists, rides home in a vanpool, and/or taxi reimbursement. ERH is a supporting service that makes transit, shuttle services, carpooling, ridesharing, and bicycling viable transportation choices and, per The Guidelines, allows for additional credits when combined with other TDM measures such as implementation of a vanpool program (see Table 9) and operation of a shuttle service (see Table 7).

Table 5: TDM Measures and Number of Trips Credited for Guaranteed Ride Home Program

TDM Measure	Number of Trips Credited
Join the Alliance's* guaranteed ride home program	Two peak hour trips will be credited for every two slots purchased in the program.

* Alliance refers to Commute.org, San Mateo County's Transportation Demand Management Agency. Commute.org is an alliance of 17 cities whose mission is to reduce the number of drive alone vehicles to, from or through San Mateo County.

3.5 Rideshare Matching Services

Google provides an enhanced rideshare program available to all Google employees. Using Waze technology, potential carpoolers can dynamically match with each other using an app, with drivers being reimbursed for their costs only. Waze carpoolers can use the designated carpool parking spaces.

3.6 Pre-tax Commuter Benefits

Pre-tax commuter benefits will be provided through payroll deductions and a third-party provider. Consistent with the provisions in the federal tax code, employees can pay for transit passes using pre-tax dollars.

3.7 Marketing and Information

Google will lead the marketing and promotion of the TDM programs, which is critical to the success of the TDM measures. In addition to providing information on transit and bike maps, Guaranteed Ride Home program, rideshare matching services, and pre-tax commuter benefits, Google will promote special events and recurring TDM programs to employees. This may include active transportation events such as Bike to Work Day, monthly or quarterly bike repair and commute workshops, fitness competitions, and other incentive programs.

Additional ways to promote the TDM programs include:

- Embedded materials within new hire packets and orientation
- Transportation fairs; combined with benefits/health fairs to increase attendance
- Regularly published electronic newsletters
- Informational email blasts
- Commuter information boards/kiosks located in prominent, central locations like the building lobby
- Employer website with information and links to local relevant agencies, forms, and services

These promotional strategies allow for some trip credits per Table 6.

Table 6: TDM Measures and Number of Trips Credited for Marketing and Information

TDM Measure	Number of Trips Credited
Operation of a commute assistance center, offering on site, one stop shopping for transit and commute alternatives information, preferably staffed with a live person to assist building tenants with trip planning	One peak hour trip will be credited for each feature added to the information center; and an additional one peak hour trip will be credited for each hour the center is staffed with a live person, up to 20 trips per each 200 tenants. Possible features may include: • Transit information brochure rack • Computer kiosk connected to Internet • Telephone (with commute and transit information numbers) • Desk and chairs (for personalized trip planning) • On-site transit ticket sales • Implementation of flexible work hour schedules that allow transit riders to be 15-30 minutes late or early (due to problems with transit or vanpool) • Quarterly educational programs to support commute alternatives

3.8 Employer Commuter Shuttle Services

Google pioneered employer shuttle bus services to serve Google employees in 2004 and has grown to be one of the Bay Area's largest and most successful employer shuttle programs. The shuttle program has dozens of stops located throughout the Bay Area, with each shuttle route typically serving under three origin stops (to reduce travel time) with 30-minute frequency in the peak. Free Wi-Fi on board each shuttle enables employees to work flexible hours.

Google Shuttle Buses Photo © Arup

The shuttle program is operated on weekdays and is free to employees. Contractors may ride for a nominal fee in accordance with federal tax codes. The Google Transportation Team actively manages the shuttle program in collaboration with contractor suppliers who dispatch and provide drivers. Together, the team responds to day-to-day challenges such as traffic accidents, surges in demand, and bus breakdowns.

Commuter shuttles are especially effective in reducing drive alone mode share, with higher vehicle occupancy than carpools and vanpools, and access to HOV lanes. Google operates both single- and double-decker shuttles, with capacity ranging from 50 to 70 employees. All shuttles are equipped with internal and/or external bicycle storage.

One hallmark of the shuttle program is the ability to adjust service to meet growing demand. The Google Transportation Team continuously monitors population growth, preferences, and trends via regular employee surveys and employee feedback. As office locations are added, they also adjust to meet the needs of those locations through adding stops, park and ride lots, new routes, increased frequency, and higher-capacity vehicles.

The Google employer shuttle bus service is expected to expand to serve development in San Bruno and allow for trip credits per The Guidelines.

Table 7: TDM Measures and Number of Trips Credited for Employer Commuter Shuttle Service

TDM Measure	Number of Trips Credited
Operation of a dedicated shuttle service during the peak period to a rail station or an urban residential area. Alternatively the development could buy into a shuttle consortium.	One peak hour trip will be credited for each peak hour round trip seat on the shuttle. Increases to two trips if a Guaranteed Ride Home Program is also in place.

3.9 Flexible Work Schedule Program

Flexible work schedules provide versatility to employees and can reduce the numbers of commuters during typical peak work hours. Options can include:

- Occasional working from home (as agreed with supervisors)
- Schedule shifting
- Working from other offices or remote locations (if applicable)
- Gradual return to work (from long-term leaves)
- Formal part-time schedules
- Job sharing

In line with the list of pre-approved programs in The Guidelines, Google will likely extend these options to employees in San Bruno.

Table 8: TDM Measures and Number of Trips Credited for Flexible Work Schedule Program

TDM Measure	Number of Trips Credited
Implementation of a compressed workweek program	One peak hour trip will be credited for every five employees that are offered the opportunity to work four compressed days per week.
Flextime: Implementation of an alternate hours workweek program	One peak hour trip will be credited for each employee that is offered the opportunity to work staggered work hours. Those hours can be a set shift set by the employer or can be individually determined by the employee.
For employers with multiple job sites, institute a proximate commuting program that allows employees at one location to transfer/trade with employees in another location that is closer to their home	One peak hour trip will be credited for each opportunity created.

3.10 Subsidized or Free Vanpools or Carpools

Google currently subsidizes vanpools by providing vans, fuel, toll expenses, and vehicle maintenance. Google is reviewing plans to expand this program to increase participation, with a focus on areas that are not currently well-served by the shuttle service. This may be appropriate for San Bruno and would allow for trip credits per The Guidelines.

Table 9: TDM Measures and Number of Trips Credited for Subsidized or Free Vanpools or Carpools

TDM Measure	Number of Trips Credited
Implementation of a vanpool program	Seven peak hour trips will be credited for each vanpool arranged by a specific program operated at the site of the development. Increases to ten trips if a Guaranteed Ride Home Program is also in place

3.11 Subsidized or Free Transit Passes

Google currently provides free transit passes for employees in certain areas. As recommended in The Guidelines, Google could consider subsidizing or providing free transit passes to its employees in San Bruno for either BART, Caltrain or SamTrans.

Table 10: TDM Measures and Number of Trips Credited for Subsidized or Free Transit Passes

TDM Measure	Number of Trips Credited
Subsidizing transit tickets for employees	One peak hour trip will be credited for each transit pass that is subsidized at least $20 per month for one year.

3.12 Car Sharing

Google employees currently have access to several car-sharing options, including Google's fleet of over 85 car share vehicles and subsidized membership to external car sharing organizations. Access to shared cars for activities such as errands, doctors' appointments, and off-campus meetings reduces employees' anxiety of leaving their cars at home.

Operated by Google, GRide is an on-demand transportation service similar to a taxi, serving longer trips between Google facilities for employees who do not bring their private cars to campus. This service is available to all employees, free of charge, during work hours and provided over 75,000 trips in 2014.

Table 11: TDM Measures and Number of Trips Credited for Car Sharing

TDM Measure	Number of Trips Credited
Provide use of motor vehicles to employees who use alternate commute methods so they can have access to vehicles during breaks for personal use	Five peak hour trips will be credited for each vehicle provided.

3.13 Incentives and Rewards

Google employees are encouraged to log their non-SOV car trips to a website for tracking progress. Employees that track their trips online are eligible to use points for transportation-related rewards.

3.14 Project Amenities

On-site amenities and services reduce the number of trips that employees need to take during the day and increase the feasibility of using an alternative to a SOV. On-site amenities may include video conferencing centers which would allow for the trip credits given in Table 12. Additionally, community serving retail within proximity of the site, such as Bayhill Shopping Center, which provides food services, postal services, a fitness center, spas, and medical providers, to name a few, also has the potential to reduce trips.

Table 12: TDM Measures and Number of Trips Credited for Project Amenities

TDM Measure	Number of Trips Credited
Installation of video conferencing centers that are available for use by the tenants of the facility	Five peak hour trips will be credited for a center installed at the facility.

3.15 Combined Elements

Experience has shown that offering multiple and complementary TDM components can magnify the impact of the overall program and therefore, The Guidelines allow for additional trip credits if any ten measures are implemented.

Table 13: TDM Measures and Number of Trips Credited for Combined Elements

TDM Measure	Number of Trips Credited
Combine any ten of these elements and receive an additional credit for five peak hour trips	Five peak hour trips will be credited.

4 Summary and Conclusion

This report discusses potential Transportation Demand Management (TDM) programs that YouTube, as part of the Google company, may implement in the City of San Bruno. The San Mateo Association of Governments (C/CAG) "Guidelines for Implementing the Land Use Component of the Congestion Management Plan" lists 33 pre-approved TDM measures that can be implemented to reduce the demand for new peak hour trips. Of the 33 suggested TDM

measures, Google's existing TDM programs would potentially implement up to 19 of these measures, resulting in a substantial reduction in new peak-hour trips.

Bayhill Specific Plan: VMT Monitoring & Mitigation Plan

San Bruno, CA

Prepared for:
City of San Bruno

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Introduction

This VMT Monitoring and Mitigation plan is designed to support implementation of the Bayhill Specific Plan (the "Project") in San Bruno consistent with the California Environmental Quality Act (CEQA). In January 2021 the Project's Draft Environmental Impact Report (EIR) was prepared consistent with CEQA guidelines. The DEIR found that the Project would have a potentially significant environmental impact from the number of Project-generated vehicle miles traveled (VMT). Proposed development projects within the Project area are therefore required to implement mitigation measures TRA-1/TRA-2. Mitigation measures TRA-1 and TRA-2 require that property owners develop and submit a transportation demand management (TDM) plan for review and approval by City staff prior to issuance of development entitlement. The property owner will then be subject to protocol laid out in this VMT Monitoring and Mitigation Plan. The TDM plan will be unique to the property owner while the monitoring and mitigation protocol will be consistent for all properties within the specific plan area. The TDM Plan and this Monitoring and Mitigation Plan are prepared to achieve the performance targets described in mitigation measure TRA-1/TRA-2. Elements of the Monitoring and Mitigation Plan may change as needed to meet agreed-to performance targets for the specific property owner.

Specific Plan Requirements

By combining multi-modal design principles with aggressive TDM programs, the Bayhill Specific Plan strives to reduce vehicle miles traveled (VMT). Project VMT measures the total number of net new vehicle trips and the distance of each of those trips. A specific VMT per capita threshold of 21.7 VMT is established for new office buildings constructed within the Bayhill Specific Plan. This threshold is 14.3 percent below the region's average VMT per capita for consistency with the City's selected transportation impact analysis criteria for the Specific Plan.

The primary strategy to reduce VMT is to shift drive-alone vehicle trips to other modes of travel, including carpool, shuttle, transit, bicycling, and walking. Strategies to stimulate this shift are collectively referred to as transportation demand management (TDM). A list of possible TDM strategies tailored to the local land use characteristics is available in the Specific Plan. Each new employer or property owner will be required to select a subset of strategies that are best suited to their employees and business model.

Working individually or collectively, the new Bayhill land uses will need to reduce VMT per capita to no more than 21.7. The VMT threshold equates to no more than 43 percent of trips occurring by single-occupancy vehicles. New properties must monitor trips for their site and report the results in relation to the 43 percent drive-alone threshold.

Monitoring and Reporting

Starting in the calendar year after the City issues the first certificate of occupancy for the first building in a given development phase, the property owners shall retain the services of an independent City-approved transportation planning/engineering firm to conduct an annual mode-share survey for their employees each fall (mid-September through mid-November) to determine whether the development (a single parcel or multiple parcels under one ownership) is achieving the non-auto mode split threshold. The property owner shall submit an annual report to the staff of the San Bruno Community and Economic Development Department each January.

Annual Travel Survey

The mode-share survey to be conducted at the site is intended to monitor achievement of the non-drive alone goals discussed in the introduction to this Plan. Because the mode share goal is presented as a daily percentage, care should be taken in conducting the travel surveys to capture **all work-based trips** that an individual takes on a given day. Due to the complexity of typical travel patterns, most employees will make more trips than simply the commute trip. To determine the development's mode share and adherence to the requirements of Mitigation Measure TRA-1 and TRA-2, the annual survey should be designed to capture commute trips, plus all other trips conducted during the survey dates (a weighted average of three typical days)[1].) The annual survey should include the questions in Appendix A, which may be modified to increase survey clarity and effectiveness with City approval. In the future, response options to each question should be updated to reflect future innovations in mode choice and/or technology options. The property owner may choose to incorporate additional questions for their own purposes.

At the completion of the survey, each entry should have a total number of daily trips by each mode. The development's mode share will be based on the total number of drive-alone trips (parking both on-site and off-site) divided by the total number of reported trips.

Annual Report

The annual report shall describe implementation of the TDM program and results of the annual mode split survey, including a summary of the methodology for collecting the mode split data, statistics on response rates, and a summary conclusion on whether the development is in compliance with Mitigation Measure TRA-1/TRA-2. Each report that indicates non-compliance shall identify additional feasible TDM measures (i.e., a corrective action plan) that will be implemented to reduce the drive-alone rate below the 43 percent target. If there are no additional feasible measures, the report shall indicate as such. If the City believes that additional measures are feasible or are required to achieve the target, the parties shall meet and confer to agree on an acceptable corrective action plan.

Non-Compliance

If timely reports are not submitted and/or reports indicate that the development has failed to achieve the drive alone mode share specified above in two consecutive years after issuance of the certificate of occupancy for the full phase[2], the development will be considered in violation of this mitigation measure. The City will issue a notice of non-compliance after the first year the development fails to meet monitoring

requirements (submittal of timely reports and/or achieving specified drive alone mode share), after which the property owner has one year to comply with the monitoring requirements through the discretionary implementation of additional TDM measures.

Enforcement and Action

After two years of not meeting the development's drive alone requirement, the City may initiate enforcement action against the property owner in the form of mitigation payments. Mitigation payments will support the funding and management of transportation improvements that would improve the development's ability to achieve the target non-SOV mode share. The mitigation payments for the development are tailored to closing the first-mile/last-mile gap between the development and the two nearby regional rail stations serving BART and Caltrain. Mode shift from long-distance driving to long-distance transit trips is the most effective way to reduce VMT for this development.

The Bayhill Specific Plan area is currently served by first-mile/last-mile shuttles – one to BART and one to Caltrain. These shuttles are open to the public and are jointly funded by Walmart eCommerce and grant funding from SMCTA-C/CAG. Each shuttle route requires one vehicle to provide 15-20-minute headways from approximately 7-10AM and 4-6:30PM.

These shuttles encourage public transportation thereby helping to reduce vehicular congestion along the U.S. 101, Interstate 280, and Interstate 380 commute corridors, and arterial streets during commute hours. This leads to a reduction in single-occupancy vehicles as well as VMT. In SamTrans' 2018 Bayhill BART shuttle survey, 42% of respondents indicated they would drive alone to get to work if the Bayhill shuttle services were unavailable. This information indicates that first-mile/last-mile shuttles are an effective strategy to offset VMT for the Bayhill Specific Plan.

Mitigation Payments

Baseline Payments

If either the BART or Caltrain shuttles have ceased operation at the time of development monitoring and the finding of non-compliance, the property owner will be required to restart both shuttles at the same service levels identified above. The property owner may cover the full cost of the shuttle(s) for one year without matching funds or may seek SMCTA-C/CAG matching grants, which are available in two-year cycles[1]. If the property owner elects to fund the shuttle for a single year only, they must also operate the shuttle. If the property owner elects to pursue two-year matching grants and SamTrans operational support, they must open and advertise the shuttle(s) to the general public. If multiple Bayhill property owners exceed the drive alone threshold in a given monitoring year, they will split the cost of baseline shuttle operations based on the number of employees in exceedance of the threshold.

The property owner, in collaboration with the City and SamTrans, has the option to reconfigure the route, stops, and shuttle service(s) so long as the headways remain approximately 15-20 minutes, the service operates for 2.5-3 hours in each peak period, and the service is open to the public. The property owner is required to provide the shuttle(s) from this point forward unless they can demonstrate the ability to meet the SOV threshold in subsequent years without Baseline shuttle operations.

[1] During the FY 20/21 & FY 21/22 application cycle for example, the two-year cost of the BART shuttle was $383,000; 53 percent was covered by Walmart eCommerce and 47 percent was covered by a SMCTA-C/CAG matching grant.

Tier 1 Payments

Tier 1 Payments are triggered in one of two instances:

If the property owner records two initial years of non-compliance and during the second year's monitoring period the first-mile/last-mile shuttles to BART and Caltrain are in operation; or

If, after one year of operating or two years of funding one or both shuttles as the result of the Baseline Payment being applied, the development is still exceeding the drive alone threshold.

Tier 1 Payments include the following enhancements to the shuttle services:

- Operate at 10-minute headways
- Expand AM and PM service hours to 3.5-hour peak periods
- Expand route to cover a gap in public transit service (identified by SamTrans staff) that is within the vicinity of the Plan Area.
- Implement marketing and usability improvements, including:
    - Partner with Commute.org to enhance marketing and customer service
    - Publish General Transit Feed Specification (GTFS) feed to include shuttle in trip planners/real time trackers

The property owner may request permission from the City and SamTrans to reconfigure the route, stops, and shuttle service(s) within the service level parameters outlined above. The non-compliant property owner(s) would operate the shuttle(s) themselves for one year, enter a 2-year agreement with SamTrans to operate, or would make payments towards the existing operator to facilitate two years of the shuttle enhancements listed above. If multiple Bayhill property owners exceed the drive alone threshold in a given monitoring year, they will split the cost of Tier 1 shuttle operations as described above. The property owner is required to provide Tier 1 shuttle service from this point forward unless they can demonstrate the ability to meet the SOV threshold in subsequent years without Tier 1 shuttle operations.

Tier 2 Payments

Tier 2 Payments are triggered if, after one year of operating or two years of funding both shuttles under Tier 1 Payment conditions, the development is still exceeding the drive alone threshold.

Tier 2 Payments include everything in the Baseline and Tier 1 plus the following enhancements to shuttle service(s):

- Initiate half-hourly shuttle service to Millbrae Caltrain station (which will have more frequent Caltrain service than San Bruno Station and is therefore a more desirable connection for some travelers). Run a minimum of 2.5-hour peak periods in alignment with express service Caltrain arrivals and departures.

The property owner, in collaboration with the City and SamTrans, has the option to reconfigure the route, stops, and shuttle service(s) within the parameters outlined above. The non-compliant property owner(s) would operate the shuttle(s) themselves for one year, enter a 2-year agreement with SamTrans to operate, or would make payments towards the existing operator to facilitate two years of the shuttle enhancements listed above. If multiple Bayhill property owners exceed the drive alone threshold in a given monitoring year, they will split the cost of Tier 2 shuttle operations as described above. The property owner is required to

provide Tier 2 shuttle service from this point forward unless they can demonstrate the ability to meet the SOV threshold in subsequent years without Tier 2 shuttle operations.

Tier 3 Payments

Tier 3 Payments are triggered if, after one year of operating or two years of funding shuttle service described under Tier 2 Payment conditions, the development is still exceeding the drive alone threshold.

Tier 3 Payments include everything in Tiers 1 and 2 plus the following enhancements to shuttle service(s):

- Increase Millbrae Caltrain shuttle to 15-minute headways. Run a minimum of 3-hour peak periods in alignment with express service Caltrain arrivals and departures.

The property owner, in collaboration with the City and SamTrans, has the option to reconfigure the route, stops, and shuttle service(s) within the parameters outlined above. The non-compliant property owner(s) would operate the shuttle(s) themselves for one year, enter a 2-year agreement with SamTrans to operate, or would make payments towards the existing operator to facilitate two years of the shuttle enhancements listed above. If multiple Bayhill property owners exceed the drive alone threshold in a given monitoring year, they will split the cost of Tier 3 shuttle operations as described above. The property owner is required to provide Tier 3 shuttle service from this point forward unless they can demonstrate the ability to meet the SOV threshold in subsequent years without Tier 3 shuttle operations.

Frequency of Reporting

If timely reports are submitted and demonstrate that the property owner has achieved the drive alone mode share specified above for five consecutive years after issuance of certificates of occupancy for a full phase of development, monitoring shall no longer be required annually, and shall instead be required every five years, sunsetting after 3 reports demonstrating compliance (15 years total). Each new phase of development resets the clock and requires five consecutive years of compliance.

Flexibility and Amendments

The property owner may suggest an alternative VMT-reduction program in place of the baseline payment or any of the tiers above by demonstrating that the alternative program will achieve a similar VMT reduction. The property owner must deliver their proposal for an alternative mitigation program at the same time they submit their annual monitoring report in January for review and approval by the City. The City must deliver a decision on the alternative program within 90 days of receipt of the alternative proposal. The City may hire a transportation consultant at the property owner's expense to review a suggested alternative VMT reduction program. If the City would like to modify the property owner's proposal, the City and property owner will have one month to negotiate an alternative program that is acceptable to both parties. Should agreement not be reached, the property owner will be subject to the Tiered approach identified above.

The property owner may also propose amendments to its TDM plan as part of its annual report each year, subject to review and approval by the City. The City may hire a transportation consultant at the property owner's expense to review proposed TDM plan amendments. The City expects that the TDM plan will evolve as travel behavior changes and as new technologies become available. The City must deliver a decision on the proposed amendments within 90 days of receipt. If the City would like to modify the property owner's proposed amendments, the City and property owner will have one month to negotiate a TDM plan that is

acceptable to both parties. Should agreement not be reached, the TDM Plan will remain as it was before the amendments were proposed.

Appendix A: Employee Survey

1. On **Wednesday, November 3[3],** did you travel to work at the Bayhill [*building name]*?
    a. Yes (*survey continues*)
    b. No, I worked from home or at a non-[*company name*] location (*two trips logged as telecommute)*
    c. No, I worked at another [*company name*] office *(Entry not included in results)*
    d. No, I did not work that day *(logged as non-commute and excluded from drive-alone rate calculation).*
2. How did you first arrive to work on that day? (If you used more than one commute option, select the option on which your distance was the furthest.)
    a. I drove alone in a car, SUV, van, or truck and parked on-site (*One trip logged as drive-alone)*
    b. I drove alone in a car, SUV, van, or truck and parked elsewhere (*One trip logged as drive-alone)*
    c. I drove alone on a motorcycle or moped and parked on-site (*One trip logged as drive-alone with motorcycle/moped)*
    d. I drove alone on a motorcycle or moped and parked elsewhere (*One trip logged as drive-alone with motorcycle/scooter)*
    e. I took Lyft or Uber, without any other passengers (*One trip logged as TNC*)
    f. I drove/rode with others in a car, SUV, van, or truck (*One trip logged as carpool*)
    g. I got a ride from a friend, coworker, or family member who dropped me off at work in a car, SUV, van, or truck (*One trip logged as carpool*)
    h. I took Caltrain or BART (*One trip logged as commuter rail*)
    i. I took a public transit bus (*One trip logged as bus*)
    j. I took a [*company name]* shuttle bus (*One trip logged as [company-name] shuttle*)
    k. I took a non-[*company-name*] shuttle bus (*One trip logged as shuttle*)
    l. I walked (*One trip logged as walk*)
    m. I rode my own bike (*One trip logged as bike*)
    n. I used an electric scooter or similar (*One trip logged as scooter*)
    o. Other: _____ (*One trip logged as other*)
3. Did you leave your primary office building prior to departing for the day, for any reason? (i.e., to get lunch, grab a coffee, go to an off-site meeting, work out, give someone a ride, etc.)
    a. Yes (*Continue to question 4*)
    b. No (*Continue to question 6)*
4. How many additional trips did you make from the office during your workday?
    a. (Numeric entry)

[3] Survey should reflect three days (non-holiday Tuesday, Wednesday, or Thursday between mid-September and mid-November) when no special events or unusual weather has occurred).

5. 5A: "Think to the first trip you made that day after arriving at the office but prior to leaving office. What mode did you use?" (If you used more than one commute option, select the option on which your distance was the furthest.)
    a. I drove alone in a car, SUV, van, or truck and parked on-site (*One trip logged as drive-alone)*
    b. I drove alone in a car, SUV, van, or truck and parked elsewhere (*One trip logged as drive-alone)*
    c. I drove alone on a motorcycle or moped and parked on-site (*One trip logged as drive-alone with motorcycle/moped)*
    d. I drove alone on a motorcycle or moped and parked elsewhere (*One trip logged as drive-alone with motorcycle/scooter)*
    e. I took Lyft or Uber, without any other passengers (*One trip logged as TNC*)
    f. I drove/rode with others in a car, SUV, van, or truck (*One trip logged as carpool*)
    g. I got a ride from a friend, coworker, or family member who dropped me off at work in a car, SUV, van, or truck (*One trip logged as carpool*)
    h. I took Caltrain or BART (*One trip logged as commuter rail*)
    i. I took a public transit bus (*One trip logged as bus*)
    j. I took a [*company name]* shuttle bus (*One trip logged as [company-name] shuttle*)
    k. I took a non-[*company-name*] shuttle bus (*One trip logged as shuttle*)
    l. I walked (*One trip logged as walk*)
    m. I rode my own bike (*One trip logged as bike*)
    n. I used an electric scooter or similar (*One trip logged as scooter*)
    o. Other: _____ (*One trip logged as other*)

    5B: "Think to the second trip you made that day prior to leaving the office. What mode did you use?" (If you used more than one commute option, select the option on which your distance was the furthest.)
    a. I drove alone in a car, SUV, van, or truck and parked on-site (*One trip logged as drive-alone)*
    b. I drove alone in a car, SUV, van, or truck and parked elsewhere (*One trip logged as drive-alone)*
    c. I drove alone on a motorcycle or moped and parked on-site (*One trip logged as drive-alone with motorcycle/moped)*
    d. I drove alone on a motorcycle or moped and parked elsewhere (*One trip logged as drive-alone with motorcycle/scooter)*
    e. I took Lyft or Uber, without any other passengers (*One trip logged as TNC*)
    f. I drove/rode with others in a car, SUV, van, or truck (*One trip logged as carpool*)

   g. I got a ride from a friend, coworker, or family member who dropped me off at work in a car, SUV, van, or truck (*One trip logged as carpool*)
   h. I took Caltrain or BART (*One trip logged as commuter rail*)
   i. I took a public transit bus (*One trip logged as bus*)
   j. I took a [*company name]* shuttle bus (*One trip logged as [company-name] shuttle*)
   k. I took a non-[*company-name*] shuttle bus (*One trip logged as shuttle*)
   l. I walked (*One trip logged as walk*)
   m. I rode my own bike (*One trip logged as bike*)
   n. I used an electric scooter or similar (*One trip logged as scooter*)
   o. Other: _____ (*One trip logged as other*)

   Etc. based on response to Question 4.

6. When you left the office for the day, how did you travel? (If you used more than one commute option, select the option on which your distance was the furthest.)
   a. I drove alone in a car, SUV, van, or truck and parked on-site (*One trip logged as drive-alone)*
   b. I drove alone in a car, SUV, van, or truck and parked elsewhere (*One trip logged as drive-alone)*
   c. I drove alone on a motorcycle or moped and parked on-site (*One trip logged as drive-alone with motorcycle/moped)*
   d. I drove alone on a motorcycle or moped and parked elsewhere (*One trip logged as drive-alone with motorcycle/scooter)*
   e. I took Lyft or Uber, without any other passengers (*One trip logged as TNC*)
   f. I drove/rode with others in a car, SUV, van, or truck (*One trip logged as carpool*)
   g. I got a ride from a friend, coworker, or family member who dropped me off at work in a car, SUV, van, or truck (*One trip logged as carpool*)
   h. I took Caltrain or BART (*One trip logged as commuter rail*)
   i. I took a public transit bus (*One trip logged as bus*)
   j. I took a [company name] shuttle bus (*One trip logged as [company-name] shuttle*)
   k. I took a non-[company-name] shuttle bus (*One trip logged as shuttle*)
   l. I walked (*One trip logged as walk*)
   m. I rode my own bike (*One trip logged as bike*)
   n. I used an electric scooter or similar (*One trip logged as scooter*)
   o. Other: _____ (*One trip logged as other*)

At the completion of the survey, each entry should have a total number of daily trips by each mode. The development's mode share will be based on the total number of drive-alone trips (parking both on-site and off-site) divided by the total number of reported trips.

Bottomley Associates
Urban Design & City Planning

ADMIN DRAFT

M E M O R A N D U M

DATE: September 20, 2021

TO: Pamela Wu, Community and Economic Development Director
Matthew Neuebaumer, Associate Planner
City of San Bruno

FROM: Terence Bottomley

RE: **YouTube Phase 1 Development - Project Consistency with City Land Use and Urban Design Policies**

The proposed Phase 1 Project is located within the General Plan's "Bayhill Regional Office" land use designation and within the boundaries of the *Draft Bayhill Specific Plan* area. The Specific Plan has been prepared to implement General Plan policies for Regional Office development and for the Bayhill Office Park specifically, in accordance with the General Plan's Land Use and Urban Design, Economic Development, Transportation, and other elements. As noted by the *Bayhill Specific Plan including Phase 1 Development* draft EIR, the project has been prepared in consultation with City staff to ensure consistency with the Specific Plan and implementing zoning standards as they have evolved. As such, the project is largely consistent with the policies of the General Plan and the draft Specific Plan's land use and urban design policies, design guidelines, and related zoning standards.

This memo describes the key points of consistency with the General Plan, Specific Plan, and existing and draft zoning.

Land Use Consistency

General Plan Policies

As noted in the EIR, the project land use is consistent with the Bayhill Regional Office land use designation. The Bayhill Regional Office designation allows a maximum development FAR of 2.0. The Phase 1 North portion of the project has an FAR of 1.6, and Phase 1 South has an FAR of 1.9. Land Use and Urban Design Element policies LUD-51 to LUD-53 specifically address the Bayhill Office Park. Proposed General Plan Amendments incorporate the Bayhill Specific Plan directly, including adding the Bayhill Office Park to the list of areas with potential for intensification and increasing the amount of development anticipated in the area, LUD-51 promotes development of new regional professional and administrative offices, residential and hotel uses on existing surface parking lots, and LUD-53 requires new office development to provide alternative transportation. Table 3.6-1 in the EIR provides a concise, policy-by-policy summary of project consistency with the General Plan.

Specific Plan Policies

Both project parcels are located within the Plan's Bayhill Regional Office (BRO) land use designation. The Phase 1 North project parcel is identified as Parcel 7, the Phase 1 South parcel as Parcel 10. The Plan allocates up to a total of 248,000 square feet of net new development to Parcel 7 and 192,000 square feet

of net new development to Parcel 10. The project proposes these amounts of development for each of the parcels.

Land Use Policies begin on page 31. Those that apply specifically to the project are listed and consistency findings summarized below.

2-13: Incorporate Greenway Open Space as a Central Element of the Plan - The project was proposed prior to establishment of the Draft Plan's Greenway policies and does not include Greenway area as depicted by Plan Figure 3-1 and required of other parcels along Bayhill Drive.

2-15: Ensure Flexibility and Resiliency - Buildings and site improvements are generally designed to accommodate potential changes in ownership and changing economic, environmental and social conditions. For example, large floorplates with interior courtyards and light wells lend themselves to reconfiguration by different and/or multiple tenants without major demolition and reconstruction if the property changes ownership. Conditions of Approval require that if buildings are no longer under the same ownership in the future, independent on-site trash and freight storage facilities and pick-up areas must be provided, or agreement must be made between property owners to continue to share trash and freight staging and pick-up areas at the Phase 1 North building.

2-16: Ensure Self Sufficient Development Phases - The project is described as Phase 1 of a long term buildout of the Specific Plan Area, and requires demolition of existing buildings at 1150, 1200, and 1250 Bayhill Drive, identified by the Plan as Parcel 11, for project construction staging. The project will also include creation of new parking areas arising from reconfiguration of Grundy Lane at Parcels 9 and 12, 1100 Grundy Lane and 950 Elm Avenue, respectively, and construction of the Multi-Modal Transportation Hub, per Policy 2-18. The project will be functionally self-sufficient when completed, and allow for efficient occupancy and functioning of remaining Specific Plan Area buildings, parking facilities, and infrastructure. However, it will not be aesthetically self-sufficient, as interim parking and site improvements will remain in place on Parcel 11 until construction commences for the anticipated Phase 2 project; see discussion of policy 2-17, below.

2-17: Require Interim Site Improvements - Remaining vacant land area on Parcel 11 will retain landscaping, significant areas of surface parking, and incorporate new surface parking and associated landscaping until Phase 2 construction commences.

2-18: Create a Private Multi-Modal Transportation Hub - The project includes an off-street multi-modal transportation hub that accommodates private bus/shuttle loading and unloading without impacting city streets. The Multi-modal hub is located along the westerly property line of Parcel 12, necessitating reconfiguration/relocation of surface parking for 950 Elm Avenue.

Urban Design Consistency

General Plan Policies

The General Plan combines land use and urban design policies, and land use policy consistency is reviewed in the previous section. Land Use & Urban Design Element Policy LUD-73 is relevant to urban design aspects of the project. It requires buildings with continuous facades of 100 feet or longer to use non-reflective materials in order to minimize glare. The project is considered consistent with this policy, with a more detailed discussion provided under the zoning consistency review later in this memorandum.

Specific Plan Policies

Urban Design Policies begin on page 49. Those that apply specifically to the project are listed and consistency findings are summarized below. A review of consistency with the more-detailed implementing development standards for these policies is provided later in this memorandum under the review of zoning consistency.

3-2: Provide Enhanced Pedestrian Environment Street Improvements and Landscaping - The project provides new sidewalks, regularly-spaced curbside street trees, median plantings/trees, a curbside planting strip that accommodates stormwater capture as needed, and street lighting. Additional street trees along the Grundy Lane and Bayhill Drive frontage are recommended (See additional discussion regarding this matter within the Zoning/Development Standards Consistency portion of this memo). In addition, the applicant proposed a total of 77 new street lights. 57 of the proposed streetlights would include a single mast arm for roadways, and 20 of the proposed streetlights would include an additional pedestrian oriented light fixture that focus light on sidewalks. A condition of approval has been incorporated indicating that final street light design shall be subject to City review/approval.

3-3: Require Naturalistic Site Grading and Earthwork - Project site grading create a naturalistic appearance, without dramatic terracing, berming, and other obvious earthwork approaches, and provides for minimal differences in elevation between building entrances and adjacent sidewalk grades.

3-5: Create Accessible Cherry Avenue Plaza - The project provides a publicly-accessible, privately-maintained plaza space at 1000 Cherry Avenue, adjacent to the reconfigured intersection with Grundy Lane. The plaza includes hardscape, lighting, garden and turf planting areas, and irrigation. The plaza would measure approximately 16,500 square feet in total area.

3-7: Implement Urban Design-Supportive Roadway Improvements - The project includes lane modifications, bike ways, improved pedestrian crossings and other roadway improvements along Grundy Lane and the adjacent portion of Bayhill Drive.

3-8: Provide an Attractive Private Multi-Modal Transit Hub - The Transit Hub includes pedestrian walkways with ornamental paving, weather shelters that include seating, area lighting, and bike racks.

3-9: Minimize the Visual Impact of Pedestrian Bridges - The project includes one pedestrian bridge over Grundy Lane, consistent with Plan Figure 3-5, Proposed Pedestrian Bridge Locations. The bridge is no wider than 20 feet, with an inside clear width of 18 feet, and 18 feet of vertical clearance from the roadway below. Materials are lightweight in appearance, with metal support members, wood decking, and cable railings.

3-11: Maintain a Green, Landscaped Character - The project complements the Plan Area's hillside setting with street trees, curbside and on-site planting, stormwater management features, and other landscape elements that soften the impact of the increased level of development and enhance the area's existing green, landscaped character.

3-12: Promote an Attractive On-Site Private Pedestrian Circulation Network - The project includes on-site private walkways connect through blocks and link interior building spaces, provide secured employee access to public sidewalks and the adjacent 1000 Cherry and 900 Cherry buildings.

3-13: Configure Outdoor Use Areas to Reduce the Effect of Traffic Noise - Cherry Avenue Plaza is the only outdoor use area proposed by the project, and is a reconfiguration of previously existing open space that is located in relatively close proximity to I-380 to the north. Project landscape plans include additional broadleaf evergreen trees on north side of the Plaza, which may provide some additional noise

diffusion as well as screening from the adjacent 1000 Cherry building. The building itself shields a portion of the freeway from the Plaza from as well.

3-14: Require Native and Drought Tolerant Plants - Native and/or drought tolerant plants are employed throughout the project site, per consistency findings related to Landscape Design Guideline DG-11, below.

3-17: Ensure Outdoor Lighting is Designed to Reduce Light Pollution and Glare - The project proposes outdoor lighting fixtures, including bollard area lighting, roadway lighting, and ornamental lighting for planting areas that minimize night sky light pollution, glare, and light spillage onto adjacent buildings and properties.

3-18: Orient Buildings to Streets and Publicly-Accessible Spaces - Project buildings are sited parallel to streets to frame them as public spaces, and main building entrance areas face streets directly to promote pedestrian circulation. Entrance areas are framed with balconies and surface features such as planters and special paving that enhance the overall building entrance area.

3-19: Compose Building Form and Massing - The saw tooth façade design of project buildings, and the incorporation of green wall segments reduces the potential for a bulky, box-like appearance. Main building entrances are accentuated by balconies, planters and special paving surfaces.

3-21: Require Different Building Types to Enhance the Public Realm as Appropriate - Project buildings provide human scale and visual interest at the pedestrian level. Attractive, high-quality first floor cladding materials are employed. Buildings are complementary to one another in terms of overall form, and massing, fenestration, and rooflines, and provide variety in architectural design and materials relative to surrounding buildings.

Buildings have a strong three-dimensional quality with recessed wall surfaces, projecting windows, sunshades, canopies, and other elements. Terraces and balconies provide views that take advantage of the geographic setting and views. Blank, windowless wall area are not located along street frontages; blank wall areas are proposed to have a green wall treatment. Primary building entrances are protected from the elements with a recess and canopy/terrace, glazed for transparency, with access ramps integrated into the overall design.

3-23: Create an Attractive Roofscape - Roofs are integrated with façades to create a coherent overall building character. Louvered air handling unit (AHU) screening panels approximately 10 feet in height are proposed to surround all rooftop mechanical equipment locations.

3-25: Promote Environmental Sustainability in Building Design - Roof-mounted photovoltaic (PV) panels and green roof landscape areas are proposed to be integrated with the rooftop design. Natural light incorporation is provided by the saw tooth glass facades and extensive roof and atrium skylights. Cool/green roofs and walls are provided to reflect sunlight, reduce heat gain, and capture stormwater. Natural cooling and passive solar heating is addressed in the orientation of louvered window facades and the angle of the saw tooth facades. The applicant has stated that finish materials and building products will be reviewed for environmental and health product declarations and sustainable sourcing, and that low-emitting materials will be selected per an indoor air quality plan.

3-26: Minimize Light and Glare from Buildings - Interior lighting fixtures are not identified as yet and a definitive assessment is not yet possible. However, anti-reflective glass will be provided for all exterior glazing; see discussion of is required for office, commercial, and other building types that incorporate large expanses of glazing

Specific Plan Design Guidelines

The project is consistent with applicable Specific Plan Building Design Guidelines. These are listed per the Plan's numbering and consistency is summarized below.

DG-1: Regional Office Buildings - The project features saw tooth steel and glass façades with intermittent "green wall" segments that provide for varied building massing, with no more than 50 percent of the length of a building façade continuous without a change in massing. Balconies, cornices, fascia panels, and other exterior features are light-weight and relatively unobtrusive in appearance.

Windows incorporate mullions to create a multi-pane pattern for human scale and interest. Quality architectural elements and materials are provided in a consistent manner on all building facades.

DG-5: Building Materials – The project features glass curtain wall construction, which is a Plan-recommended material. Horizontal windows panels are canted and louvered on south, east, and west facades, rather than inset as recommended by the Guidelines, but provide the intended surface relief, with mullions that break down the provide human scale and interest. Multi-pane patterns should be appropriate to the scale of the window opening and the overall building design.

Roofs are flat with a simple, contemporary-detailed parapet. Roof materials are light in color to minimize heat island effects, and roofs incorporate solar panels as well as "green roof" plantings as part of the project's stormwater management approach.

Landscape Design Guidelines

The project is consistent with the Plan's applicable Landscape Design Guidelines. These are listed per the Plan's numbering and summarized below.

DG-6: Street Trees - Trees with canopy summer shade characteristics are provided along the street frontages of Cherry Avenue, Grundy Lane, and Bayhill Drive, with trees planted in curbside planting strips. Trees are proposed at minimum 36-inch box/3" caliper at time of planting; the project proposes trees at 36" – 64" box sizes. Where proposed, trees are located at an average of approximately 20 ft. on-center; however, there are gaps in proposed street tree plantings along the frontages of Grundy Lane and Bayhill Drive that significantly reduce the desired effect of continuous street tree plantings (~~s~~ee zoning standards review below).

DG-7: Relationship of Street Trees, Street Lights and Parking – Street frontage landscape improvements as proposed create an orderly appearance. Where curbside parking is accommodated along Cherry Avenue, trees and lights are located to minimize potential conflicts, with street lights centered between trees to maximize light distribution and tall-growing canopy trees proposed to ensure that branching does not interfere with light sources. Landscape plans propose continuous shrub plantings in curbside planting strip areas adjacent to curbside parking along Cherry and Grundy, which will create an attractive appearance and support stormwater management efforts. "Step zone" sidewalk pads are proposed for the area adjacent to car doors to provide a stable surface for those exiting to access the sidewalk.

DG-8: Paving Materials – Paving materials are used in combination, generally a maximum of two materials combined in a single application. Paving materials are as recommended by the Guidelines, including stone, pavers, concrete pavers, and tinted, architecturally-scored poured-in-place concrete.

DG-9: General Landscape – Deciduous trees are the predominant large plant material used, with California Sycamore and Big Leaf Maple proposed as street trees along Cherry Avenue and Grundy Lane, respectively. Big Leaf Maple street trees are also proposed along Bayhill Drive.

DG-11: Recommended Plants – The plants proposed by the project are generally consistent with the intent of the Specific Plan guidelines, with additional plants proposed that appear to be listed in the Bay-Friendly Landscape Guidelines and the UC Davis Water Use Classification of Landscape Species List (WUCOLS) of low- and moderate water-using plants.

Zoning / Development Standards Consistency

Project consistency review focuses on the Development and Design Standards (Section 12.290.060) and Additional Regulations (12.290.070) of proposed Code Chapter 12.290 - Bayhill Specific Plan Districts. The regional office land use proposed is consistent with Permitted Land Uses for the Bayhill Regional Office zoning district as listed in Table 1.290-1. Proposed amount of net new development consistent with the Potential Development Allocation for Parcels 7 (1000 Cherry) and 10 (900 Cherry) is 248,000 sq. ft. and 192,000 sq. ft., respectively. No transfer of development or use of unallocated specific plan area square footage is proposed by the project.

12.290.060 Development and Design Standards

Development and design standards are listed in Table 12.290-4. Consistency with applicable standards is summarized below.

Minimum Lot Size - 35,000 sq. ft. required. Project lot sizes are 213,626 sq. ft. for Parcel 7 and 151,869 sq. ft. for Parcel 10.

Maximum Lot Coverage - 70%. Project coverage is 61% (129,250/213,626) for Parcel 7 and 63% (96,287/151,869) for Parcel 10.

Setbacks - Minimum front setbacks required along Grundy Lane and Bayhill Drive are 10 feet minimum/30 feet average. Phase 1 North and Phase 1 South setbacks meet the 10 foot minimum/30 foot average setback requirement.

Minimum required side and rear setbacks both are 10 feet minimum. Phase 1 North new building side setbacks are 24’4” and rear setbacks are 24’1”. Phase 1 South minimum new building side setback is 10’; however, the side setback is not particularly germane as adjacent Parcel 11 is included in the project area for construction staging and interim parking.

Greenway - The project is excluded from the Specific Plan Greenway policies per Plan Figure 3-1, Public Realm Concept Map.

Building Separation - Minimum separation between office buildings is 15 feet minimum. Minimum separation between the Phase 1 North building and 1000 Cherry Avenue is 31’11”. Minimum separation between the Phase 1 South building and 900 Cherry Avenue is 23’10”.

Building Height - Maximum allowed is 50 feet or 3 stories, whichever is most restrictive, per City of San Bruno Ordinance 1284. The maximum height of the Phase 1 North building is 50 and 3 stories. The maximum height of the Phase 1 South building is 50 and 3 stories.

12.290.070 Additional Development Regulations

A. Building Mass - Building mass shall be modified to maintain an attractive pedestrian scale of development along street frontages, with required break offsets of two feet or more for every 100 feet of building frontage. Project buildings feature saw tooth facades that have breaks at intervals of approximately 60 feet in general, with offsets of approximately 32 feet or more.

B. Height of First Floor - |The first-floor building elevation located at the primary entrance shall be within 6 feet of the grade of the adjacent sidewalk. The maximum height of the first floor primary entrance of the Phase 1 North building above adjacent Grundy Lane sidewalk grade is 5.83 feet. The maximum height of the first floor primary entrance of the Phase 1 South building above adjacent Grundy Lane sidewalk grade is 5.13 feet; the maximum height of the first floor primary entrance of the Phase 1 South building above adjacent Bayhill Drive sidewalk grade is 2.61 feet.

C. Lighting - Project site lighting has been designed to provide a sense of safety for pedestrians without producing glare or light pollution on adjacent properties. Lighting fixtures appear to be Dark Sky compliant, with light levels as required and documented by photometric plans. Light temperature for all proposed fixtures is 3200K or less. Pedestrian-oriented lights are provided along on-site pedestrian paths with a maximum average spacing of 75 feet on center. As previously noted, the applicant is proposing a total of 77 new street lights. 57 of the proposed street lights would include a single mast arm for roadways, and 20 of the proposed streetlights would include an additional pedestrian oriented light fixture that focus light on sidewalks. A condition of approval has been incorporated indicating that final street light design shall be subject to City review/approval.

D. Roof Overhangs - May encroach up to 4 feet into required setback areas. The project proposes no roof overhangs that encroach into setback areas.

E. Rooftop Mechanical Equipment - Rooftop mechanical equipment shall be screened from views and not exceed the maximum building height of 50 feet. The project provides a metal louver panel surrounding all rooftop mechanical equipment. The panel is approximately 10 feet in height, and extends to the maximum height limit of 50 feet.

F. Pedestrian Bridges - The project proposes a pedestrian bridge an outside width dimension of 20 feet, with an inside clear width of 18 feet, and 18 feet of vertical clearance from the roadway below.

G. Landscaping - A minimum of 15 percent of the total site shall be landscaped. An individual site or lot can provide less than 15 percent if it incorporates an approved public amenity such as a publicly accessible plaza. In no case shall landscaping be less than 12.5 percent. Phase 1 North and Phase 1 South are meeting the landscaping requirements.

Where proposed, new street trees are generally planted at approximately 20 feet on center and in accordance with the Urban Design policies and guidelines per the Bayhill Specific Plan and the City of San Bruno Street Trees and Plantings Ordinance (Chapter 8.24.) However there is a gap of approximately 200 feet without street tree plantings along the Grundy Lane frontage of the Phase 1 North building, a gap of approximately 230 feet along the Grundy Lane frontage of the Phase 1 South building, and a gap of approximately 150 feet along the Bayhill Drive frontage of the Phase 1 South building.

Landscaping above underground and basement parking garages is designed to merge with adjacent landscape and streetscape improvements, and complements the streetscape with proposed plant materials, benches, trash receptacles, and supplementary lighting.

H. Greenway - The project is excluded from the Specific Plan Greenway policies per Plan Figure 3-1, Public Realm Concept Map.

I. Cherry Avenue Plaza - A privately-owned publicly accessible open space (POPO) is provided at the northeast corner of Cherry Avenue and Grundy Lane. The project design for the Plaza is in accordance with the provisions identified in Bayhill Specific Plan Policy 3-5, as described above.

K. Anti-Reflective Glass - Anti-reflective glass with a reflectivity rating of 10% – 20% is required for office buildings with glass facades, which has been incorporated as a project condition of approval.

L. Private Multi-Modal Transportation Hub - A centrally-located, off-street multi-modal transportation hub is provided by the project as required by the Plan, as noted above.

ATTACHMENT 18

Final EIR

https://www.sanbruno.ca.gov/civicax/filebank/blobdload.aspx?BlobID=33441

Draft EIR

https://www.sanbruno.ca.gov/civicax/filebank/blobdload.aspx?BlobID=32723

Draft EIR Appendices

https://www.sanbruno.ca.gov/civicax/filebank/blobdload.aspx?BlobID=32722

Final EIR Errata

https://www.sanbruno.ca.gov/documents/Final%20EIR%20Errata.pdf

ATTACHMENT 19

Mitigation Monitoring and Reporting Program (MMRP)

https://www.sanbruno.ca.gov/civicax/filebank/blobdload.aspx?BlobID=33442

FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS BAYHILL SPECIFIC PLAN INCLUDING THE PHASE I DEVELOPMENT

PREPARED FOR:

City of San Bruno
567 El Camino Real
San Bruno, CA 94066
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650-616-7042

PREPARED BY:

ICF
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415-677-7116

August 2021

ICF. 2021. Findings of Fact and Statement of Overriding Considerations for the Bayhill Specific Plan Including the Phase I Development. August. (ICF 00389.17.) San Francisco, CA. Prepared for City of San Bruno, San Bruno, CA.

Section 1
Introduction

1.1 Introduction

The Project is comprised of the proposed Bayhill Specific Plan (Specific Plan), including Phase I of YouTube's 15-year expansion plan (Phase I Development). The Final EIR certified for the Project provides a program-level review of the Specific Plan and a project-level review of the Phase I Development. The Specific Plan is a proposed land use, transportation, and capital improvements plan that outlines a cohesive, long-term, community-driven vision for the Planning Area (Project Site). The Project Site, known locally as "Bayhill," is a 92.2-acre site in the City of San Bruno (City) comprising Bayhill Office Park and Bayhill Shopping Center, that includes the headquarters of YouTube as well as several other office and commercial/retail uses. The Project Site is bounded by Interstates 280 to the west and 380 to the north, the properties fronting El Camino Real to the east, and San Bruno Avenue West from Elm Avenue to Interstate 280 to the south. The Specific Plan would allow for the development of up to 2.46 million net new square feet of office uses on the Project Site, and supports retention of retail uses in Bayhill Shopping Center. The Specific Plan would also establish housing and mixed-use overlay zones on a total of 20.5 acres in the southern portion of the Project Site that would allow for the development of up to 573 multi-family residential units. Office uses would continue to be allowed in the housing overlay zone, and a mix of both use types could be developed as long as the maximum permitted overall development is not exceeded. The Specific Plan would also allow for circulation and access improvements, including the realignment of Grundy Lane, other public infrastructure improvements, and landscape/streetscape improvements.

The Phase I Development is a proposed development project within the Project Site. The Phase I Development is the first phase of YouTube's 15-year expansion plan and would be implemented under the Specific Plan. The 8.12-acre site containing the Phase I Development (Phase I Site) is located within the Project Site and is comprised of two separate parcels (APNs 020-015-020 and 020-011-230) separated by Grundy Lane and bordered by Cherry Avenue to the west, Interstate 380 to the north, Bayhill Drive to the south, and adjacent office properties to the east. The Phase I Development would construct two three-story office buildings totaling approximately 440,000 square feet. The Phase I Development would also construct two three-level subterranean parking garages (one under each new building) that would be connected through a below-grade tunnel extending underneath Grundy Lane.

For a detailed description of the Project and Phase I Development, see Chapter 2, *Project Description*, of the Draft EIR and Chapter 4, *Revisions to the Draft EIR*, of the Final EIR.

Section 1 of this document provides a summary of the environmental review process. Section 2 describes the alternatives considered in the 2021 Final EIR. Section 3 contains the City's findings for each significant environmental effect of the Project and Phase I Development, respectively, identified in the Final EIR, as required by CEQA. Section 3 also describes the reasons why the project alternatives analyzed in the Final EIR ultimately have been rejected. Section 4 consists of a statement of overriding considerations, as required by State CEQA Guidelines Section 15093, stating the specific circumstances that support the City's determination that the unavoidable significant

environmental effects of the Project and Phase I Development are acceptable because specific benefits of the Project and Phase I Development outweigh those effects.

1.2 CEQA Process

The City of San Bruno is the lead agency for the Project. Consistent with CEQA's requirements, the Draft EIR was made available to the public and regulatory agencies for review and comment during the minimum 45-day comment period between January 14, 2021 and March 1, 2021.

The Final EIR was prepared in accordance with CEQA and contains responses to each comment received and resulting revisions to the Draft EIR. All written comments received during the public review period are responded to in Chapter 3, *Responses to Comments,* of the Final EIR. Revisions to the Draft EIR are contained in Chapter 4, *Revisions to the Draft EIR,* of the Final EIR.

Prior to approving the Project and Phase I Development, the City must certify that it has considered the Final EIR, that the Final EIR adequately meets the requirements of CEQA, and that the Final EIR reflects the independent judgment of the City. In order to approve the Project and Phase I Development, the City must adopt the following findings of fact regarding the significant effects identified in the Final EIR and the range of alternatives analyzed in the Final EIR, and adopt a statement of overriding considerations explaining the benefits that outweigh the significant unavoidable effects identified in the Final EIR.

Pursuant to Public Resources Code (PUB. RES. CODE) Section 21081.6, the City must also adopt as part of its approvals a mitigation monitoring and reporting program (MMRP) for the mitigation measures that are the City's responsibility to implement. The MMRP establishes a program to ensure that the adopted mitigation measures identified in the Final EIR will be implemented.

Section 2
Alternatives Considered

CEQA Guidelines Section 15126.6 requires an EIR to evaluate a reasonable range of alternatives to the project that would feasibly attain most of the project's basic objectives, but that would avoid or substantially lessen any identified significant environmental impacts of the project, as well as the No Project Alternative. Alternatives determined to be infeasible, to not avoid or substantially reduce one or more significant impacts of the Proposed Project, or to not meet all or most of the Project's objectives were dismissed from further analysis.

The following three alternatives to the Project are analyzed in the Draft Environmental Impact Report.

- **No Project Alternative**: Required by CEQA, the No Project Alternative assumes that the Specific Plan is not adopted, existing land uses remain unchanged and in their current physical state, and no new construction occurs within the Project Site. No new structures or subterranean parking garages would be built, and no demolition of existing uses would occur. Existing General Plan land use classifications and zoning districts would be maintained on the Project Site.
- **Residential Alternative:** The Residential Alternative considers a variation of the proposed Specific Plan that would allow for the development of up to 1,499 new residential dwelling units, 926 more dwelling units than the Project. To accommodate the increased residential density, the amount of net new office uses would be reduced to 1,773,636 square feet compared to 2,459,847 square feet under the Project (or 1,942,896 square feet under the Maximum Housing Scenario). The Residential Alternative was selected for evaluation based on its ability to provide a more balanced jobs/housing ratio and reduce VMT impacts.
- **Increased Height Alternative**: The Increased Height Alternative would allow housing, hotel, and office buildings on the Project Site to reach a height limit of 70 feet/five stories. The additional building height would allow for a greater density of residential and hotel uses compared to the Project, while the intensity of office development would be the same. Office buildings would contain the same total volume but could be taller with smaller bases, enabling more of the site area to be in open space. It is estimated that the Increased Height Alternative would provide approximately 6.5 acres of additional open space compared to the Project. This alternative could only be implemented if the voters approved a modification to City Ordinance 1284 which currently limits heights on the Project Site to three stories. The San Bruno City Council requested an evaluation of the Increased Height Alternative; the alternative also has the potential to provide a more balanced jobs/housing ratio and reduce VMT impacts.

As further discussed in Section 5.2, *Alternatives Considered but Rejected*, of the Draft EIR, the following additional alternatives were considered but rejected from further analysis due to infeasibility, inability to meet the Project objectives, and/or inability to reduce or avoid the significant impacts of the Project: Offsite Alternative, Reduced Parking Alternative, Reduced Intensity Alternative, Reconfigured Office-Only Alternative, Phase I-Only Alternative.

Section 3
Findings

3.1 CEQA Requirements

CEQA requires the lead agency to make written findings about the disposition of the project's effects whenever it decides to approve a project for which an EIR has been certified (Public Resources Code Section 21081). Regarding these findings, Section 15091(a) of the State CEQA Guidelines states, in part:

> (a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:
>
> (1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
>
> (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
>
> (3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.
>
> (b) The findings required by subsection (a) shall be supported by substantial evidence in the record.

The "changes or alterations" referred to in the State CEQA Guidelines may be mitigation measures, alternatives to the project, or changes to the project by the project proponent. The Final EIR for the Project and Phase I Development identifies mitigation measures that will avoid or reduce significant effects of the Project or mitigate other potential effects that may not be, strictly speaking, environmental effects under CEQA. These mitigation measures will be incorporated into the design, construction and operation of the Project and Phase I Development. An MMRP will also be adopted by the City to ensure that the mitigation measures identified in the Final EIR and these findings will be implemented.

The documents and other materials that constitute the record upon which the Authority's decision and these findings are based can be reviewed in person at the following location:

City of San Bruno
Community Development Department
567 El Camino Real
San Bruno, CA 94066

3.2 Findings Regarding Independent Review and Judgment

Each member of the City Council was provided a complete copy of the Final EIR for the Project and Phase I Development in advance of the hearing on the Project and Phase I Development. The City hereby finds that the Final EIR reflects its independent judgment. The City also finds that it has independently reviewed and analyzed the Final EIR prior to taking final action with respect to the Project and Phase I Development.

3.3 Findings Regarding the Project

3.3.1 Findings Regarding Significant and Unavoidable Effects

The City, based on the Final EIR, determines that the following significant effects cannot be avoided. Feasible mitigation measures included in the Final EIR will lessen these effects but will not result in mitigation of the effects to a less-than-significant level. The full text of each of the mitigation measures cited below is found in the Final EIR and that text is hereby incorporated by reference. The titles/numbers of the effects are the same as those in the Final EIR. The following identifies the pertinent mitigation measures by number and summary title.

The Phase I Development would not result in any significant and unavoidable impacts.

3.3.1.1 Air Quality

Significant Effect. Impact AQ-2a: The Project could result in a cumulatively considerable net increase of a criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard during construction and operation. It is anticipated that throughout the course of the buildout period, multiple land use development projects would be constructed intermittently within the Project Site. As the timing and intensity of future development projects is not known at this time, the precise effects of construction activities associated with buildout of the Project Site cannot be accurately quantified at this time. While the construction emission impacts associated with each new individual development would be short-term in nature (relative to the buildout year) and limited to the period of time when construction activity is taking place for that particular development, the concurrent construction of a multitude of individual development projects that could occur at any one time in the Project Site under the Specific Plan would generate combined criteria pollutant emissions on a daily basis that could exceed the Bay Area Air Quality Management District (BAAQMD)'s project-level thresholds. Additionally, depending on the size and scale of an individual development project, along with its construction schedule and other parameters, there may also be instances where the daily construction emissions generated by a single development project within the Project Site could also exceed BAAQMD's criteria pollutant thresholds. As such, construction emissions generated in the Project Site by implementation of the proposed Plan would result in a potentially significant impact on air quality. These emissions could contribute to ozone formation and other air pollution in the SFBAAB, which at certain concentrations, can contribute to short- and long-term human health effects.

The Specific Plan would be constructed in multiple phases, with operations occurring concurrently with construction. Therefore, operational emissions would include overlapping construction

emissions. As described above, the EIR's analysis provides a quantified analysis of operational emissions based on the proposed land use mix and trip volumes, and a qualitative analysis of construction emissions because specific construction details for individual developments under the Specific Plan (other than the Phase I Development) are not known at this time.

Operations at buildout of the Project Site under the Specific Plan has the potential to result in air quality impacts from area, energy, mobile, and stationary sources. Area sources would include landscaping equipment, off-gassing during the reapplication of architectural coatings, and consumer products (e.g., solvents, cleaning supplies, cosmetics, toiletries). Energy sources would include onsite natural gas combustion for space and water heating. Mobile sources would include vehicle trips generated by land uses proposed within the Project Site. Stationary sources would include the testing of emergency generators. Each of these sources was taken into account in calculating the Specific Plan's long-term operational emissions, which were quantified using the CalEEMod model for area, energy, and stationary sources and the CT-EMFAC model for mobile sources.

Findings: The City hereby makes findings (a)(1) and (a)(3) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measures mitigate this impact to the extent feasible, but not to a less than significant level.

MM-AQ-1: Require at least Tier 4 Final Engines on Construction Equipment.

MM-AQ-2: Require use of diesel trucks with 2010-compliant model year engines.

MM-AQ-3: Require construction fleet to use renewable diesel.

MM-AQ-4: Require low-volatile organic compound (VOC) coatings during construction.

MM-AQ-5: Require fugitive dust best management practices.

MM-AQ-6: Purchase of mitigation credits for construction emissions exceeding BAAQMD's daily pollutant thresholds.

MM-AQ-7: Purchase of mitigation credits for operation emissions exceeding BAAQMD's daily pollutant thresholds.

MM-TRA-1: Prepare and implement a Transportation Demand Management (TDM) program.

Mitigation Measures AQ-1 through AQ-4 require the use of at least Tier 4 engines and renewable diesel for off-road equipment, which is commercially available in the San Francisco Bay Area, and newer trucks to reduce nitrous oxide (NOx) and particulate matter (PM) exhaust emission levels, and use of low-VOC paints to reduce reactive organic gas (ROG) emission levels would be required during construction activities within the Project Site. Additionally, while the BAAQMD considers fugitive PM10 and PM2.5 dust emissions significant without the application of standard best management practices (BMPs), Mitigation Measure AQ-5 would require construction projects within the Project Site to implement BMPs as recommended by the BAAQMD to reduce these fugitive dust emissions. Under Mitigation Measure AQ-6, applicants would be required to track all land use development construction activities occurring within the Project Site, assess and determine the estimated total emissions for all construction activities that would be concurrently ongoing (subject

to City review and approval), and coordinate with BAAQMD to determine the mitigation fees for each development project's applicant to pay on a pro rata basis to BAAQMD to offset their pollutant emissions as necessary such that BAAQMD's daily pollutant thresholds would not be exceeded. However, because it cannot be concluded that offset programs would always be available in the future at the time and in the amount needed for any given future development, for the purposes of the EIR analysis, construction air quality impacts are conservatively assumed to be significant and unavoidable.

During operation, implementation of Mitigation Measure TRA-1 in Section 3.10, *Transportation,* of the EIR will reduce mobile source emissions. This measure requires a reduction of the drive alone percentage from 54 percent to 43 percent, an annual monitoring study to be completed by Project Site property owners, and ongoing monitoring and evaluation. This would be accomplished through provisions such as employee shuttles, bicycle storage and car-sharing programs.

Mitigation Measure AQ-7 will also offset operational criteria pollutant emissions resulting from development under the Specific Plan through the purchase of mitigation credits. Through implementation of Mitigation Measure AQ-7, applicants would determine the estimated total emissions for operational activities and coordinate with an independent third-party approved by the City, such as the Bay Area Clean Air Foundation, to offset their pollutant emissions as necessary such that BAAQMD's daily pollutant thresholds would not be exceeded. Offsetting emissions below BAAQMD's threshold levels would ensure future development under the Specific Plan would not contribute a significant level of air pollution such that regional air quality within the San Francisco Bay Area Air Basin (SFBAAB) would be degraded. Based on recent experience of offsets being feasibly available for other large recent projects in the San Francisco Bay Area, it is reasonable to assume that offset programs will be available in the future and thus that emissions can be reduced below threshold levels. However, because it cannot be concluded that offset programs would always be available in the future at the time and in the amount needed for any given future development, for the purposes of the EIR analysis, operational air quality impacts are conservatively assumed to be significant and unavoidable.

Significant Effect. Impact AQ-3a: The Project could result in the exposure of sensitive receptors to substantial toxic air contaminant (TAC) concentrations during construction and operation, and could result in the exposure of sensitive receptors to substantial criteria pollutant concentrations during construction and operation. Regional emissions generated by a project could increase photochemical reactions and the formation of tropospheric ozone and secondary PM, which at certain concentrations, could lead to increased incidence of specific health consequences. Although these health effects are associated with ozone and particulate pollution, the effects are a result of cumulative and regional emissions. Thus, the Plan's incremental contribution cannot be traced to specific health outcomes on a regional scale and a quantitative correlation of project-generated regional criteria pollutant emissions to specific human health impacts is not included in this analysis. All feasible mitigation is being applied to reduce construction- and operational-generated emissions of ozone precursors and PM to the extent possible.

Findings: The City hereby makes findings (a)(1) and (a)(3) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measures mitigate this impact to the extent feasible, but not to a less than significant level.

MM-AQ-1: Require at least Tier 4 Final Engines on Construction Equipment.

MM-AQ-2: Require use of diesel trucks with 2010-compliant model year engines.

MM-AQ-3: Require construction fleet to use renewable diesel.

MM-AQ-4: Require low-VOC coatings during construction.

MM-AQ-5: Require fugitive dust best management practices.

MM-AQ-6: Purchase of mitigation credits for construction emissions exceeding BAAQMD's daily pollutant thresholds.

MM-AQ-7: Purchase of mitigation credits for operation emissions exceeding BAAQMD's daily pollutant thresholds.

MM-AQ-8: Require future projects located within 1,000 feet of sensitive receptors to perform a health risk assessment.

MM-TRA-1: Prepare and implement TDM program.

As discussed above under Impact AQ-2a, construction emissions resulting from individual projects developed under the Specific Plan could exceed BAAQMD's regional ROG, NOx, and PM thresholds. Mitigation Measures AQ-1 through AQ-6 would reduce regional emissions of ROG, NOx, and PM below BAAQMD's regional thresholds. Similarly, long-term operation of development under the Specific Plan at full build-out would result in a net increase of approximately 80 pounds of ROG, 70 pounds of NOx, 534 pounds of PM10, and 88 pounds of PM2.5 per day. Mitigation Measure TRA-1 and AQ-7 would reduce regional emissions of ROG, NOx, and PM of individual projects developed under the Specific Plan below BAAQMD's regional thresholds, resulting in a less-than-significant impact. Because it cannot be concluded that offset programs per Mitigation Measures AQ-6 and AQ-7 would be available in the future at the time and in the amount needed for any given future development, for the purposes of this EIR analysis, health impacts related to regional criterial pollutants quality impacts are conservatively assumed to be significant and unavoidable.

Even with Specific Plan policies, additional emissions generated by new stationary sources, vehicle trips, and construction activity could expose receptors to cancer and non-cancer risks in excess of BAAQMD significance thresholds during construction and operational activities. Mitigation Measure AQ-8 is therefore required to provide a project-level evaluation of construction- and operational-related health risks from future projects. Mitigation Measure AQ-8 is not required for the Phase I Development, which is analyzed separately. It cannot be concluded what the result of the project level evaluation will be without speculation, and it is possible that mitigation for future project health risks may be inadequate to reduce impacts below BAAQMD threshold level; therefore this impact is conservatively assumed to be significant and unavoidable.

Significant Effect. Impact C-AQ-1a: The Project, in combination with past, present, and reasonably foreseeable future projects, could result in a cumulatively considerable net increase in criteria pollutants after mitigation for which the Project region is a nonattainment area for an applicable federal or State ambient air quality standard.

The Phase I Development would not exceed BAAQMD's criteria pollutant emission threshold during construction or operation with mitigation. Therefore, the Phase I Development would not have a cumulatively considerable impact. With regard to other development under the Specific Plan, BAAQMD's project-level thresholds do not lend themselves well to the analysis of specific plans. Rather, it is more appropriate to evaluate planning-level documents for their consistency with the most recently adopted attainment plan, which is the 2017 Clean Air Plan for the SFBAAB. As discussed under Impact AQ-1a, the Project would support the goals of BAAQMD's 2017 Clean Air Plan, would include all applicable control measures, and would not conflict with Clean Air Plan implementation. The comprehensive suite of Specific Plan policies and improvements, such as promoting alternative modes of transportation such as walking and biking through infrastructure improvements (e.g., striping bicycle lanes, installing pedestrian refuges) (e.g., Specific Plan Policies 4-1, 4-3, and 3-1) and strengthening connections between the Project Site and regional transit systems (e.g., BART and Caltrain) (Policy 4-5) would ultimately reduce the severity of growth-oriented criteria pollutants, relative to conditions without the Specific Plan. However, individual development projects may still generate construction and operational emissions in excess of BAAQMD's project-level thresholds prior to mitigation.

Findings: The City hereby makes findings (a)(1) and (a)(3) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measures mitigate this impact to the extent feasible, but not to a less than significant level.

MM-AQ-1: Require at least Tier 4 Final Engines on Construction Equipment.

MM-AQ-2: Require use of diesel trucks with 2010-compliant model year engines.

MM-AQ-3: Require construction fleet to use renewable diesel.

MM-AQ-4: Require low-VOC coatings during construction.

MM-AQ-5: Require fugitive dust best management practices.

MM-AQ-6: Purchase of mitigation credits for construction emissions exceeding BAAQMD's daily pollutant thresholds.

MM-AQ-7: Purchase of mitigation credits for operation emissions exceeding BAAQMD's daily pollutant thresholds.

MM-TRA-1: Prepare and implement TDM program.

With implementation of Mitigation Measures AQ-1 through AQ-7 and Mitigation Measure TRA-1, individual project ROG, NO_X, PM10, and PM2.5 emissions associated with Project development would be less than cumulatively considerable, resulting in a less than significant impact. Based on recent experience of offsets being feasibly available for other large recent projects in the San Francisco Bay Area, it is reasonable to assume that offset programs per Mitigation Measures AQ-6 and AQ-7 will be available in the future. Should offset programs be available for future development, Project development would result in a less than significant cumulative impact. However, because it cannot be concluded that offset programs would be available in the future at the time and in the

amount needed for any given future development, for the purposes of this EIR analysis, cumulative impacts for development under the Specific Plan (other than the Phase I Development) is conservatively assumed to be significant and unavoidable**.**

Significant Effect: Impact C-AQ-2a: The Project's TAC emissions, in combination with past, present, and reasonably foreseeable future project TAC emissions, could contribute to cumulative exposure health risks of sensitive receptors. The Project could also locate new receptors where they could be exposed to cumulative health risks due to cumulative TAC emissions.

According to BAAQMD's guidelines, combined risk levels should be determined from all nearby diesel particulate matter (DPM) sources within 1,000 feet of a project site, and these combined risk levels should be compared to BAAQMD's cumulative health risk thresholds. Existing nearby DPM sources and the Project could contribute to a cumulative health risk for sensitive receptors near the Project Site.

Findings: The City hereby makes findings (a)(1) and (a)(3) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measures mitigate this impact to the extent feasible, but not to a less than significant level.

MM-AQ-1: Require at least Tier 4 Final Engines on Construction Equipment.

MM-AQ-2: Require use of diesel trucks with 2010-compliant model year engines.

MM-AQ-3: Require construction fleet to use renewable diesel.

MM-AQ-4: Require low-VOC coatings during construction.

MM-AQ-5: Require fugitive dust best management practices.

MM-AQ-6: Purchase of mitigation credits for construction emissions exceeding BAAQMD's daily pollutant thresholds.

MM-AQ-7: Purchase of mitigation credits for operation emissions exceeding BAAQMD's daily pollutant thresholds.

MM-AQ-8: Require future projects located within 1,000 feet of sensitive receptors to perform a health risk assessment.

Mitigation Measures AQ-1 through AQ-8, along with Specific Plan Policies 6-11 and 6-13, which would develop and maintain best practices for reducing emission associated with construction and operational activities and require that new development with sensitive receptors located adjacent to TAC sources be designed to minimize health risk, would reduce construction and operational health risks to existing and future receptors. However, there may be instances where Project-specific conditions preclude the reduction of health risk below adopted thresholds and expose receptors to cumulative health risks. For instance, this may include the installation or operation of new stationary sources of TACs (e.g., generators) on the Project Site that result in significant PM2.5 concentrations. BAAQMD permitting would reduce cancer risks and the hazard index but would not ensure reductions in PM2.5 emissions. In addition, future development projects under the Specific

Plan could generate DPM and PM2.5 that could expose adjacent receptors to significant health risks (e.g., CAP thresholds exceeded, construction adjacent to sensitive receptors). Therefore, it is conservatively assumed that the cumulative health impacts from TAC emissions would be *significant and unavoidable*, and that the Specific Plan's contribution would be cumulatively considerable.

For the Phase I Development, cumulative cancer risks, hazard index (HI), and PM2.5 concentrations from construction and operation related DPM exhaust emissions would not exceed BAAQMD thresholds. Therefore, cumulative health impacts of the Phase I Development would not be cumulatively considerable.

3.3.1.2 Transportation

Significant Effect. Impact TRA-5a: The Project would be inconsistent with State CEQA Guidelines Section 15064.3, subdivision (b), concerning vehicle miles traveled (VMT). The Draft EIR establishes a VMT threshold of 21.7 VMT per Service Population for net new development in the Plan Area (14.3 percent below the existing regional average of 25.3 VMT per Service Population). This equates to a single-occupancy vehicle (SOV) mode share goal of no more than 43 percent. The Project's effect on VMT per Service Population would be 27.8 VMT per Service Population, which exceeds the 21.7 VMT per Service Population threshold; therefore, the addition of the Project would result in a significant impact.

YouTube operates a robust TDM program today that, if maintained at its current levels over time, is expected to result in VMT levels below the significance threshold, thereby reducing the impact to less than significant with mitigation. There is no guarantee, however, that YouTube would be the primary tenant in the buildout time frame, and the large-scale TDM program required to mitigate the VMT impact could be too great for a standard tenant to achieve. Therefore, Project impacts on VMT are conservatively assumed to be significant and unavoidable.

Mitigation Measure TRA-2 would require YouTube to implement a TDM program for the Phase I Development that results in a maximum SOV mode share of 43 percent or VMT per Service Population levels in compliance with the Project threshold of 21.7. Since YouTube is the project applicant for the Phase I Development, the Phase I Development is composed entirely of YouTube-owned parcels, and YouTube has historically demonstrated its ability to meet the required VMT reductions through implementation of its existing TDM program, implementation of Mitigation Measure TRA-2 is considered feasible for the Phase I Development, and VMT impacts associated with the Phase I Development would result in a less-than-significant impact with mitigation.

Findings: The City hereby makes findings (a)(1) and (a)(3) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measure mitigates this impact to the extent feasible, but not to a less than significant level.

MM-TRA-1: Prepare and implement TDM program.

Mitigation Measure TRA-1 would require new land use applicants to submit a TDM program in conjunction with the development application that would, over time, achieve the Plan's VMT per Capita threshold. The 21.7 VMT per Service Population threshold equates to no more than 43

percent of trips occurring by single-occupancy vehicles (SOV). Acknowledging reasonable limitations on near-term TDM program success, program expectations may be less stringent for an initial occupancy period but would become more stringent over time and would ultimately require each employer or property manager to meet the VMT per Capita threshold or associated drive-alone goal. With implementation of Mitigation Measure TRA-1, alternative modes would be encouraged, the use of single-occupant vehicles would be discouraged, and the impact of additional vehicles generated by the Project would be lessened. However, to reduce the Project's impact to a less-than-significant level (less than 21.7 VMT per Service Population), the Project would need to reduce its addition of VMT by an additional 23 percent through TDM programs. Studies indicate that implementation of a typical TDM program for office uses, in communities with similar transportation and land use context to San Bruno, would result in a VMT reduction of approximately 10 to 15 percent (CAPCOA 2010). Therefore, even with mitigation, it is unlikely that the Project can achieve 21.7 VMT per Service Population under Existing Plus Project conditions. As a result, the VMT impacts associated with the Project would be significant and unavoidable.

3.3.2 Findings Regarding Significant Effects Mitigated to Less-Than-Significant Levels

The City has determined that, for the following effects, mitigation measures included in the Final EIR will mitigate the effects of the Project and the Phase I Development to a less-than-significant level. The following identifies the pertinent mitigation measures by number and summary title. The full text of each of the mitigation measures cited below is found in the Draft EIR and that text is hereby incorporated by reference. The Project's impacts are identified with a [P] before the impact title. The Phase I Development's impacts are identified with a [Phase I].

3.3.2.1 Air Quality

Significant Effect. [Phase I] Impact AQ-2b: After mitigation, the Phase I Development would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a nonattainment area for the applicable federal or state ambient air quality standard during construction and operation.

Construction of the Phase I Development would generate NOx emissions in excess of BAAQMD's significance threshold during construction and would result in a potentially significant air quality impact. In addition, fugitive dust emissions would also be significant without the application of standard BMPs.

The Phase I Development would result in a net increase of ROG, NOx, PM10, and PM2.5 emissions per day, exceeding BAAQMD's thresholds for PM10 during operation. The increase in PM10 is primarily generated by mobile sources (additional vehicles traveling throughout the region resuspend dust on the roadways, resulting in an increase in PM10). The Phase I Development would reduce CO emissions per day. The decrease in CO would be due to decreasing emission factors over time as vehicles become more efficient.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measures mitigate this impact to a less than significant level.

MM-AQ-1: Require at least Tier 4 Final Engines on Construction Equipment.

MM-AQ-5: Require fugitive dust best management practices.

MM-TRA-2: Monitor and evaluate existing TDM program.

Implementation of Mitigation Measure AQ-1 would reduce construction-related NO_X to below BAAQMD's threshold. Mitigation Measure AQ-5 would also reduce fugitive dust emissions, consistent with BAAQMD guidance. As emissions would be below BAAQMD's NOx numeric threshold and consistent with BAAQMD guidance with mitigation, implementation of other Specific Plan mitigation measures (i.e., Mitigation Measures AQ-2, AQ-3, AQ-4, and AQ-6) would not be required. As such, construction emissions would not be expected to contribute a significant level of air pollution such that regional air quality within the SFBAAB would be degraded. Therefore, construction-related criteria pollutant impacts would be less than significant with mitigation.

Implementation of Mitigation Measure TRA-2 would reduce mobile source emissions during operation sufficiently so that emissions would not exceed BAAQMD's PM10 thresholds of 82 pounds per day. Accordingly, operational source air quality impacts under the Phase I Development would be less than significant with mitigation.

Significant Effect. [Phase I] Impact AQ-3b: After mitigation, the Phase I Development would not result in the exposure of sensitive receptors to substantial TAC concentrations or criteria pollutant concentrations during construction and operation.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measures mitigate this impact to a less than significant level.

MM-AQ-1: Require at least Tier 4 Final Engines on Construction Equipment.

MM-AQ-5: Require fugitive dust best management practices.

MM-TRA-2: Monitor and evaluate existing TDM program.

Construction of the Phase I Development would not generate regional criteria pollutants in excess of BAAQMD thresholds with implementation of Mitigation Measures AQ-1. In addition, Mitigation Measure AQ-5 requires implementation of all feasible dust control measures, effectively reducing localized fugitive dust emissions during construction. As such, construction of the Phase I Development would not be expected to contribute a significant level of air pollution such that air quality within the SFBAAB would be degraded. Consequently, construction-generated criteria pollutant emissions would be less than significant and would not expose receptors to substantial pollutant concentrations or risk.

As shown in Table 3.2-9 of the Draft EIR, operation of the Phase I Development would result in a net increase of ROG, NOx, PM10, and PM2.5 emissions per day, exceeding BAAQMD's PM10 threshold. However, with implementation of Mitigation Measure TRA-2, the project applicant would offset PM10 emissions to below 82 pounds per day. The Phase I Development would meet the BAAQMD's

CO hot spot screening criteria and would not contribute to a localized hot spot. Consequently, operations-generated criteria pollutant emissions would be less than significant with mitigation.

3.3.2.2 Energy

Significant Effect. [P] Impact EN-1a: After mitigation, the Project would not result in wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation. The types of land uses envisioned under the Specific Plan would involve construction activities typical of development within a planning area, and no land uses are expected to require an extraordinary amount of energy consumption during construction, as may occur with large, industrial facilities, like new power plants or dams, because no such land uses are proposed or permitted within the Specific Plan Area. The Specific Plan includes policies designed to reduce air quality, transportation, and greenhouse gas impacts during construction, such as developing and maintaining best management practices for minimizing construction-related emissions (Policies 6-9, 6-10, and 6-14) and requiring individual projects to submit Construction Management Plans to reduce construction-related traffic congestion (Policy 4-12). These policies would also achieve reductions in construction-related energy use.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measures mitigate this impact to a less than significant level.

MM-GHG-1: Require implementation of BAAQMD-recommended Construction Best Management Practices.

MM-AQ-3: Require construction fleet to use renewable diesel.

Future construction projects under the Specific Plan would be required to comply with Mitigation Measure GHG-1, which requires construction contractors to implement BAAQMD's recommended best management practices including ensuring that alternative fueled (e.g. biodiesel, electric) construction vehicles/equipment make up at least 15 percent of the fleet, using local building materials of at least 10 percent (sourced from within 100 miles of the Planning Area); and recycling and reusing at least 50 percent of construction waste and demolition materials. Additionally, as discussed in Section 3.2, *Air Quality* of the EIR, Mitigation Measure AQ-3 would require all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities to use renewable diesel. These measures would reduce the amount of fossil fuel consumed during construction activities and the energy intensiveness associated with new building materials and disposed construction and demolition waste. With incorporation of these mitigation measures, construction under the Specific Plan would not result in the wasteful, inefficient, or unnecessary consumption of energy resources. This impact is less than significant with mitigation.

Buildout and operation of the Specific Plan would increase energy consumption on the Project Site by 415,871 million BTUs, or 73 percent when compared to existing conditions. However, energy use per square foot would remain at 0.17 million BTUs/sf, consistent with existing conditions despite the increase in building area that would occur. This is attributable to the energy efficiency of the future buildings and vehicles, which would be subject to increasingly robust regulations over time to

meet the State's renewable energy mandates. Based on the discussion in Section 3.3, *Energy Use,* of the EIR, buildout of the Specific Plan would not result in the wasteful, inefficient, or unnecessary consumption of energy resources. This impact is *less than significant.* While mitigation is not necessary, note that the mitigation measures required to reduce GHG and transportation impacts would further reduce energy use associated with the Specific Plan (see Mitigation Measure GHG-2 and Mitigation Measure TRA-1). Specifically, implementation of Mitigation Measure TRA-1 would reduce both annual gasoline and diesel usage by 13 percent by requiring a reduced drive alone percentage, an annual monitoring study, and ongoing monitoring and evaluation.

Significant Effect. [Phase I] Impact EN-1b: After mitigation, the Phase I Development, in combination with past, present, and reasonably foreseeable projects, would not result in wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measure mitigates this impact to a less than significant level.

> MM-GHG-1: Require implementation of BAAQMD-recommended Construction Best Management Practices.

Construction of the Phase I Development would not result in the wasteful, inefficient, or unnecessary consumption of energy resources with implementation of Mitigation Measure GHG-1. This measure would reduce the amount of fossil fuel consumed during construction activities and the energy intensiveness associated with new building materials and disposed construction and demolition waste by requiring construction contractors to implement BAAQMD's recommended best management practices, specifically those associated with alternative fuel use and recycling.

Regarding operations, as shown in Table 3.3-6 of the EIR, buildout of the Phase I Development would increase operational energy consumption on the Phase I Site by 28,856 million BTUs, or 58 percent when compared to existing conditions (67 percent when compared to 2020 Without Phase I Development conditions). However, energy use per square foot would actually decrease to 0.11 million BTUs/sf, when compared to the existing condition of 0.23 million BTUs/sf. This decrease is attributable to the energy efficiency measures to be incorporated into the Phase I Development.

The Phase I Development would install Energy Star appliances, meet United States Green Building Council's LEED v4 Silver or equivalent certification standards, and exceed the 2016 Title 24 standards by approximately 16 percent. Additionally, the design of the Phase I Development would incorporate environmentally sustainable design features including access to natural light through windows and skylights, photovoltaic features, and green roofs and walls. The lighting and the heating, ventilation, and air conditioning (HVAC) systems, along with other mechanical systems, would be designed around maximizing energy efficiency and natural lighting. Furthermore, as discussed in Section 2.6.2.9, *Transportation Demand Management,* of the EIR, YouTube implements a robust TDM program, and the Phase I Development would be subject to YouTube's existing TDM program. This program includes, but is not limited to, a TDM coordinator; priority parking for carpools, vanpools, and clean-fuel vehicles; bicycle parking, sharing, and facilities; a guaranteed ride home program; rideshare matching services; pre-tax commuter benefits; employer commuter

shuttle services; flexible work schedule program; and commuter incentives and rewards, which results in the reduction of vehicle miles travelled, and consequently the amount of energy consumed through gasoline and diesel.

Based on the EIR analysis, operation of the Phase I Development would not result in the wasteful, inefficient, or unnecessary consumption of energy resources. This impact is *less than significant.* While mitigation is not necessary, note that Mitigation Measure TRA-2 would reduce the Phase I Development's annual gasoline and diesel usage by 19 percent by requiring a reduced drive alone percentage, an annual monitoring study, and ongoing monitoring and evaluation.

3.3.2.3 Greenhouse Gases

Significant Effect. [P] Impact GHG-1a: After mitigation, the Project would not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment during construction and operation. Construction associated with new land use developments under the Specific Plan would result in the temporary generation of GHG emissions. Emissions would originate from mobile and stationary construction equipment exhaust and employee and haul truck vehicle exhaust.

The estimated Specific Plan emissions at full buildout in 2040 are 39,666 metric tons of CO_2e (assuming the worst-case Maximum Office Scenario). This is an increase of 27,498 metric tons of CO_2e from the Project Site when compared to 2040 Without Project conditions. The Specific Plan would achieve additional GHG reductions through voluntary sustainability features that encourage alternative transportation, passive heating and cooling, and other GHG-reducing measures. However, these strategies were not quantified because the exact number of installed systems and affected structures are currently unknown and are not mandated by the Specific Plan. The discussion under Impact GHG-1a in Section 3.4, *Greenhouse Gases,* of the EIR presents a sector-by-sector analysis of GHG impacts, consistent with OPR, CARB, and BAAQMD guidance.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measures mitigate this impact to a less than significant level.

MM-GHG-1: Require implementation of BAAQMD-recommended Construction Best Management Practices.

MM-TRA-1: Prepare and implement TDM program.

MM-GHG-2: Implement operational GHG reduction measures or their equivalent.

MM-GHG-3: Purchase of GHG mitigation credits.

BAAQMD has not established a quantitative threshold for assessing construction-related GHG emissions. Rather, the air district recommends evaluating whether construction activities would conflict with statewide emission reduction goals and implement feasible Best Management Practices. Therefore, construction-related GHG emissions from the Specific Plan would be required to comply with Mitigation Measure GHG-1, which would reduce construction emissions consistent with BAAQMD guidance and statewide emission reduction goals. In addition, all proposals requiring

demolition at the Project Site would be required to complete the City's Construction Waste Management Plan for approval before demolition commences. The plan would identify local recycling options and require the reuse and recycling of construction and demolition material. Accordingly, this impact is less than significant with mitigation.

Implementation of Mitigation Measure GHG-2 is being required to reduce operational GHG emissions in the sectors with the largest amount of emissions (other than on-road emissions addressed by Mitigation Measure TRA-1). Mitigation Measure GHG-2, which includes requirements for LEED certification or equivalent, electric space and water heating, solar roofs, and waste diversion programs, would ensure consistency with the 2017 Climate Change Scoping Plan and the long-term statewide reduction trajectory. Should all measures included in Mitigation Measure GHG-2 be implemented by a future project sponsor, that development would be consistent with the Scoping Plan and the state's reduction targets; GHG impacts would be less than significant and no further action would be required. However, because the extent of implementation of Mitigation Measure GHG-2 is currently unknown (e.g., applicability and feasibility), impacts from future development could remain significant for some sectors if all strategies are not implemented for a particular project or equivalent measures are not identified by a project sponsor. For projects where all of the requirements of Mitigation Measure GHG-2 (or their equivalent) are not implemented, implementation of Mitigation Measure GHG-3 is further required to reduce net operational GHG emissions through purchase of GHG mitigation credits. Accordingly, with implementation of the mitigation measures described above, as applicable on a project-by-project basis, operational GHG emissions under the Specific Plan would be less than significant with mitigation.

Significant Effect. [P] Impact GHG-2a: After mitigation, the Project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases during construction and operation.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measures mitigate this impact to a less than significant level.

MM-GHG-1: Require implementation of BAAQMD-recommended Construction Best Management Practices.

MM-TRA-1: Prepare and implement TDM program.

MM-GHG-2: Implement operational GHG reduction measures or their equivalent.

MM-GHG-3: Purchase of GHG mitigation credits.

Most GHG emissions generated by the construction activities would be short term and would cease once construction is complete. Implementation of Mitigation Measure GHG-1 would result in less than significant impacts during construction by reducing construction emissions. Therefore, construction activities under the Specific Plan would not conflict with or obstruct implementation of an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs, and impacts would be less than significant with mitigation.

Implementation of Mitigation Measure TRA-1 would reduce mobile source emissions, but not enough to meet the 14.3 percent reduction target. Stationary source emissions would be below BAAQMD's stationary source threshold. The Specific Plan would be consistent with the Scoping Plan's overall goal of avoiding losses in carbon sequestration. Implementation of Mitigation Measure GHG-2 would require the implementation of various GHG reduction measures, assisting the state with meeting its reduction targets under AB 32 and SB 32, and its carbon neutrality goal under EO B-55-18. The exact feasibility of implementing every measure in Mitigation Measure GHG-2 (or providing equivalent reduction measures) is unknown for future projects in the Specific Plan area (e.g., applicability and feasibility) and impacts from emission sources could remain significant. For projects where all of the requirements of Mitigation Measure GHG-2 (or their equivalent) are not implemented for non-transportation emissions and for all projects relative to transportation emissions where Mitigation Measure TRA-1 does not meet the 14.3 VMT/service population reduction threshold, implementation of Mitigation Measure GHG-3 is further required to reduce net operational GHG emissions through purchase of GHG mitigation credits. Therefore, overall GHG emissions during operation would not conflict with applicable plans, policies, or regulations adopted for the purpose of reducing GHG emissions. GHG impacts of the Specific Plan would be less than significant with mitigation.

Significant Effect. [Phase I] Impact GHG-1b: The types of construction and operational GHG emissions generated by the Phase I Development would be similar to those described above for the Specific Plan. GHG emissions were estimated for the Phase I Development using the CalEEMod. The analysis indicates that Phase I Development construction would generate approximately 12,783 metric tons of CO_2e over the three-year construction period, and that operation of the Phase I Development would result in approximately 21,770 metric tons of CO_2e per year. The Draft EIR presents a sector-by-sector analysis of the Phase I Development's GHG impacts.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measures mitigate this impact to a less than significant level.

MM-GHG-1: Require implementation of BAAQMD-recommended Construction Best Management Practices.

MM-TRA-2: Monitor and evaluate existing TDM program.

Stationary source emissions would be below BAAQMD's stationary source threshold. The Phase I Development would replace removed trees, and therefore would be consistent with the Scoping Plan's overall goal of avoiding losses in carbon sequestration. Similarly, the Phase I Development's sustainability measures represent a robust suite of strategies that are consistent with applicable policies from the 2017 Climate Change Scoping Plan and regulatory programs for the area, energy, water, waste, and land use sectors. As discussed in Section 3.10, *Transportation*, the Phase I Development would achieve the 14.3 percent VMT per service population reduction target with implementation of Mitigation Measure TRA-2, which would reduce mobile emissions from 19,882 metric ton of CO2e to 16,582 metric tons of CO2e per year. Achievement of the VMT per service population reduction target ensures that the Phase I Development is consistent with regulatory programs such as SB 743 that expressly aim to reduce VMT consistent with the state's climate

change goals. In addition, the Phase I Development would also be subject to the same regulatory programs related to fuel and vehicle efficiency, and vehicle electrification as the Specific Plan. Therefore, GHG impacts from mobile sources would be less than significant with mitigation.

Significant Effect. [Phase I] Impact GHG-2b: After mitigation, the Phase I Development would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases during construction and operation.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measures mitigate this impact to a less than significant level.

MM-GHG-1: Require implementation of BAAQMD-recommended Construction Best Management Practices.

MM-TRA-2: Monitor and evaluate existing TDM program.

Implementation of Mitigation Measure GHG-1 would result in less than significant impacts during construction by reducing construction emissions. Therefore, construction activities under the Phase I Development would not conflict with or obstruct implementation of an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. This impact would be less than significant with mitigation.

Implementation of Mitigation Measure TRA-2 would reduce mobile source emissions during operation to sufficiently to meet the 14.3 percent VMT per service population a reduction target. Stationary source emissions would be below BAAQMD's stationary source threshold. As discussed above, the Phase I Development would be consistent with the Scoping Plan's overall goal of avoiding losses in carbon sequestration given the proposed tree replacements. The Phase I Development would fully implement sustainability measures, such as achieving LEED Silver v4 certification or equivalent, achieving an indoor water education goal of 25 percent, and waste diversion programs, which are consistent with the 2017 Scoping Plan, and would reduce GHG emissions and associated impacts from area, energy, water, and waste sources to less than significant levels. These reductions would assist the state with meeting its GHG reduction goals. Therefore, GHG impacts of the Phase I Development would be less than significant with mitigation.

3.3.2.4 Hydrology and Water Quality

Significant Effect. [P] Impact HWQ-1a: After mitigation, the Project would not result in the violation of any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality.

As shown in Figure 3.5-2 of the EIR, dewatering is anticipated in Phases 3, 4, and 5 of YouTube buildout, and during construction of the proposed parking garages west of Cherry Avenue. Construction dewatering could result in the exposure of pollutants from prior spills or other activities and may contaminate groundwater. Therefore, groundwater quality monitoring during dewatering would be required prior to disposal, as well as water quality testing prior to disposal to ensure there are no impacts to surface water quality. Construction dewatering would not likely mobilize contaminants associated with leaking underground storage tank (LUST) sites or other

current or formerly contaminated sites located near or within the Project Site. However, as discussed under Environmental Settings in Section 3.5, *Hydrology and Water Quality,* of the EIR, the Bayhill 7 Facility site has a history of contamination. To protect groundwater supplies from chemical pollution, and pursuant to Policy 6-8 in the Specific Plan, development is subject to review by the San Mateo County Health Department Groundwater Protection Program (GPP). During Phase 3 and Phase 4 of YouTube buildout, water level drawdown is estimated to be more than two feet at the Bayhill 7 Facility site (see Table 3.5-3 of the EIR). Phase 5 construction would have direct disturbance at the Bayhill 7 site and would have more extensive dewatering (see Table 3.5-3 of the EIR). The GPP will be notified of the planned activities associated with the Project Site redevelopment and would review potential impacts to water quality, as well as any waste discharge requirements necessary during dewatering. The Specific Plan includes Policies 6-8, and 6-18 through 6-24 to reduce groundwater impacts and dewatering impacts due to construction.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measures mitigate this impact to a less than significant level.

MM-HWQ-1: Require groundwater monitoring well installation and sampling prior to dewatering activity.

MM-HWQ-2: Prepare drainage report and implement stormwater control measures to avoid increases in peak flows.

The Project would be required to comply with the City's MRP requirements and the NPDES Construction General Permit. Post-construction measures must also meet SMCWPPP requirements. Further, a stormwater control plan is required for each development. Compliance with these requirements would ensure that construction activities do not result in a violation of water quality standards or waste discharges requirements, or otherwise result in water quality degradation. However, as discussed below, discharge of potentially contaminated dewatered groundwater could make its way into surface waters, which would impact surface water quality. Implementation of Mitigation Measure HWQ-1 would reduce this impact.

The Project would comply with San Francisco Bay RWQCB dewatering requirements to prevent potential water quality impacts on surface waters or ensure proper treatment measures are implemented prior to discharge. However, potential water quality impacts may be encountered or incurred during construction dewatering. Even minimal and short-term drawdown associated with construction dewatering may impact the migration of impacted groundwater. Implementation of Mitigation Measure HWQ-1 would reduce this impact.

Mitigation Measure HWQ-2 would require project-level drainage studies to be conducted to identify site-specific drainage facilities necessary to avoid increases in drainage flows and associated polluted runoff, and require implementation of stormwater control measures. With implementation of Mitigation Measures HWQ-2, operational drainage associated with the Project would not result in increased pollutant runoff and the associated impact would be less than significant with mitigation.

Significant Effect. [P] Impact HWQ-3a: After mitigation, the Project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a

stream or river, in a manner which would result in substantial erosion or siltation on or offsite; substantially increase the rate or amount of surface runoff in a manner that would result in flooding on or offsite; create or contribute water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or impede or redirect flood flows.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measure mitigates this impact to a less than significant level.

> MM-HWQ-2: Prepare drainage report and implement stormwater control measures to avoid increases in peak flows.

Construction of the Project would not substantially alter the existing drainage pattern of the area in a manner which would result in substantial erosion or siltation or increase the rate or amount of surface runoff in a manner that would result in flooding on or offsite. However, the existing stormwater drainage system has existing capacity deficiencies downstream, and thus any increase in site runoff would exceed the system capacity. As a result, during construction, the Project could create or contribute water that would exceed the capacity of existing stormwater drainage systems. Mitigation Measure HWQ-2 would require project-level drainage studies to be conducted to identify site-specific drainage facilities necessary during construction to avoid increases in drainage flows to the existing system and implementation of the necessary drainage improvements during construction. With implementation of Mitigation Measure HWQ-2, Project construction would not result in an exceedance of drainage system capacities and the associated impact would be less than significant with mitigation.

With regard to operations, Mitigation Measure HWQ-2 would require project-level drainage studies to be conducted to identify site-specific drainage facilities necessary to avoid increases in drainage flows to the existing system, and construction of the necessary drainage improvements. With implementation of Mitigation Measure HWQ-2, Project operations would not result in an exceedance of drainage system capacities. To meet local, state and federal requirements for water quality treatment as well as flood control, stormwater management facilities for each development will also be incorporated. Post-construction water quality treatment measures, as required by C.3 regulations, such as bioretention areas, flow-through planters, green-roofs and pervious pavements that drain to native soil, are expected to be implemented as part of the Project development. Stormwater runoff would be captured in drainage facilities or infiltrated into native soil to recharge groundwater. A Stormwater Control Plan Report, a description of site design and source control measures, drainage management areas, stormwater treatment measure sizing calculations, and a maintenance plan, would be submitted with the final design plans.

Significant Effect. [Phase I] Impact HWQ-1b: After mitigation, the Phase I Development would not result in the violation of any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. Water quality of the Phase I Site is similar to the water quality discussed above under Impact HWQ-1a. Like the Project, the Phase I Development must comply with the NPDES Construction General Permit, the Municipal Regional Permit, the City's Municipal Code and grading permit. In addition, a SWPPP is required and would identify standard

erosion control measures and BMPs to be implemented during construction to reduce sedimentation of waterways. Temporary BMPs would be implemented to control soil erosion and sediment and restrict non-stormwater discharges. Temporary site improvements, such as the proposed parking lots to be used during Phase I construction, would also comply with water quality standards that provide pollutant control and reduce or limit surface runoff to pre-project conditions.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measure mitigates this impact to a less than significant level.

> MM-HWQ-2: Prepare drainage report and implement stormwater control measures to avoid increases in peak flows.

Mitigation Measure HWQ-2 would require project-level drainage studies to be conducted to identify site-specific drainage facilities necessary to avoid increases in drainage flows and associated polluted runoff, and require implementation of stormwater control measures. With implementation of Mitigation Measures HWQ-2, operational drainage associated with the Phase I Development would not result in increased pollutant runoff and the associated impact would be less than significant with mitigation.

Significant Effect. [Phase I] Impact HWQ-3b: After mitigation, the Phase I Development would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on or offsite; substantially increase the rate or amount of surface runoff in a manner that would result in flooding on or offsite; create or contribute water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or Impede or redirect flood flows.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measure mitigates this impact to a less than significant level.

> MM-HWQ-2: Prepare drainage report and implement stormwater control measures to avoid increases in peak flows.

The existing stormwater drainage system has existing capacity deficiencies downstream, and thus any increased in site runoff would exceed the system capacity. As a result, during construction, the Phase I Development could create or contribute water that would exceed the capacity of existing stormwater drainage systems. Mitigation Measure HWQ-2 would require project-level drainage studies to be conducted to identify site-specific drainage facilities necessary during construction to avoid increases in drainage flows to the existing system and implementation of the necessary drainage improvements during construction. With implementation of Mitigation Measure HWQ-2, Phase I Development construction would not result in an exceedance of drainage system capacities and the associated impact would be less than significant with mitigation.

With regard to operations, Mitigation Measure HWQ-2 would require project-level drainage studies to be conducted to identify site-specific drainage facilities necessary to avoid increases in drainage flows to the existing system, and construction of the necessary drainage improvements. With implementation of Mitigation Measure HWQ-2, operational drainage associated with the Phase I Development would not result in an exceedance of drainage system capacities.

Significant Effect. [P and Phase I] Impact C-HWQ-1: After mitigation the Project, inclusive of the Phase I Development, in combination with past, present, and reasonably foreseeable future projects, would not result in a cumulatively considerable violation of any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measures mitigate this impact to a less than significant level.

MM-HWQ-1: Require groundwater monitoring well installation and sampling prior to dewatering activity.

MM-HWQ-2: Prepare drainage report and implement stormwater control measures to avoid increases in peak flows.

With implementation of Mitigation Measures HWQ-1 and HWQ-2, and the development design features described in Impact C-HWQ-1 in Section 3.5, *Hydrology and Water Quality,* of the EIR, water quality effects due to construction dewatering and runoff would be controlled such that the Project would not contribute considerably to cumulative significant water quality impacts.

Without mitigation, and even with Phase I Development proposed drainage improvements, the Phase I Development would result in impacts as a result of increased impervious areas and associated runoff and polluted runoff. However, Mitigation Measure HWQ-2 would require project-level drainage studies to be conducted to identify site-specific drainage facilities necessary to avoid increases in drainage flows and associated polluted runoff, and require implementation of stormwater control measures. With implementation of Mitigation Measure HWQ-2, operational drainage associated with the Phase I Development would not result in increased pollutant runoff and the associated impact would be less than significant with mitigation.

Significant Effect. [P and Phase I] Impact C-HWQ-3: After mitigation, the Project, inclusive of the Phase I Development, would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on or offsite; substantially increase the rate or amount of surface runoff in a manner that would result in flooding on or offsite; create or contribute water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or Impede or redirect flood flows.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measure mitigates this impact to a less than significant level.

> MM-HWQ-2: Prepare drainage report and implement stormwater control measures to avoid increases in peak flows.

As discussed in Section 3.5, *Hydrology and Water Quality,* of the EIR, the Project, including the Phase I Development, before mitigation may increase drainage discharge that could exceed the existing system's capacity. Given that the existing drainage system is at capacity, the Project and Phase I Development could contribute to a cumulative significant impact on drainage capacity. However, with implementation of Mitigation Measure HWQ-2, the project's contribution to downstream drainage impacts would be reduced to a less than considerable level. Implementation of the City's Stormwater Capital Improvement Plan and other Master Plan improvements would also ensure that pipes are adequately sized, and stormwater capacity is sufficient for the existing and planned stormwater drainage system. Therefore, with mitigation, the Project, inclusive of the Phase I Development (a component of the overall Project), would not likely contribute to the cumulative exceedance of storm drainage capacity, and there would be a less-than-cumulatively considerable contribution to the cumulative impact.

3.3.2.5 Land Use

Significant Effect. [P] Impact LU-2a: After mitigation, the Project would not result in an environmental impact due to conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

Implementation of all EIR mitigation measures mitigate this impact to a less than significant level.

The Project was evaluated for consistency with regional plans Plan Bay Area 2040 and the Airport Land Use Compatibility Plan (ALUCP). Potential impacts associated with inconsistency with Plan Bay Area 2040 were found to be less than significant because the Project supports several of Plan Bay Area 2040's key objectives, including fostering compact development and jobs in proximity to transit, focusing growth within a Priority Development Area (PDA), supporting pedestrian- and bicycle-friendly streets, and opening up new opportunities for housing, while remaining consistent with the Association of Bay Area Governments (ABAG)'s population projections for the region. The Project was found to be consistent with the ALUCP's policies regarding safety, heights, noise, and notification. The Project's potential impacts regarding inconsistency with the ALUCP's policies were thus found to be less than significant. The Phase I Development's potential impacts associated with either of the above plans were found to be less than significant because the Phase I Site is contained within the Project Site and would be subject to the same development standards and policies.

The Project was evaluated for consistency with the following local plans and regulations: the San Bruno General Plan, City Ordinance No. 1284, City of San Bruno Walk 'n Bike Plan, and City of San Bruno Zoning Ordinance. Potential impacts associated with inconsistency with the existing General Plan and the Zoning Ordinance were found to be less than significant with mitigation, because with implementation of all EIR mitigation measures, the Project would be consistent with the General Plan and the Zoning Ordinance with amendments as proposed in the Specific Plan, and the Project

would comply with the height and other requirements of City Ordinance No. 1284. The Project includes mobility and parking policies that align with the Walk 'n Bike Plan and would improve the safety, convenience, and comfort of walking and biking across San Bruno; its impact is therefore less than significant. The Phase I Development's potential impacts associated with any of the above plans were found to be less than significant with mitigation because the Phase I Site is contained within the Project Site and would be subject to the same development standards and policies.

Significant Effect. [Phase I] Impact LU-2b: After mitigation, the Phase I Development would not result in an environmental impact due to conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

Implementation of all EIR mitigation measures mitigate this impact to a less than significant level.

Refer to discussion above for Impact LU-2a.

3.3.2.6 Noise

Significant Effect. [P] Impact NOI-1a: After mitigation, the Project would not generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in a local general plan or noise ordinance, or applicable standards of other agencies, with implementation of mitigation measures. Noise from night work could exceed City standards, as could work during the day that is located close to existing noise-sensitive uses.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measures mitigate this impact to a less than significant level.

MM-NOI-1: Development of noise control plan for nighttime construction.

MM-NOI-2: Siting of noise-generating uses.

MM-NOI-3: The operation of sound amplifying equipment.

Mitigation Measure NOI-1 would reduce Project impacts associated with potential nighttime construction to meet local noise standards by requiring the development and implementation of noise reduction actions. Regarding operational noise, compliance with the San Bruno Municipal Code and Specific Plan policies 3-13 and 6-1 would reduce noise impacts from new noise-generating sources. Mitigation Measure NOI-2 and Mitigation Measure NOI-3 would ensure that noise from future onsite noise-generating land uses and events with amplified sound would comply with the applicable criteria set forth in the City of San Bruno General Plan and Municipal Code. This impact would be less than significant with mitigation.

Significant Effect. [Phase I] Impact NOI-1b: After mitigation, the Phase I Development would not generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in a local general plan or noise ordinance, or applicable standards of other agencies, with implementation of mitigation measures.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measures mitigate this impact to a less than significant level.

MM-NOI-1: Development of noise control plan for nighttime construction.

MM-NOI-3: The operation of sound amplifying equipment.

Mitigation Measure NOI-1, described previously, would reduce construction noise impacts from construction of the Phase I Development during nighttime hours to less-than-significant levels by ensuring that noise at a distance of 100 feet during nighttime hours would be below 60 dBA L_{eq}, (unless a permit is first obtained from the director of the City Public Works Department or his/her designee). Implementation of Mitigation Measure NOI-3 would reduce the Phase I Development impact associated with amplified music or speech from events by requiring that they be kept at a less-than-significant level.

Significant Effect. [P] Impact C-NOI-1a: After mitigation, the Project, in combination with past, present, and reasonably foreseeable future projects, would not result in the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies.

With regard to nighttime construction, it is possible that construction during nighttime hours would occur for some components of Project development. Between the hours of 10:00 p.m. and 7:00 a.m., construction noise is limited to 60 dBA at 100 feet in the city, unless a permit has been obtained from the director of the City Public Works Department or his/her designee. As shown in Table 3.7-10 of the EIR, most individual pieces of construction equipment proposed for Project construction activities would exceed 60 dBA at a distance of 100 feet. Note that construction during nighttime hours would not be a common occurrence but may occur for certain activities (concrete pours, etc.) if required to maintain the construction schedule. Nighttime construction would therefore be intermittent and temporary. However, noise from these activities may be audible at nearby noise-sensitive land uses and may exceed the 60 dBA limit at 100 feet.

In general, most operational sources of noise do not generate noise that is perceptible far beyond the edge of a project site. It is possible that Specific Plan HVAC equipment could generate noise in excess of allowable levels, depending on the type of equipment installed and the location of the equipment. It is also possible noise-generating uses from nearby projects (especially the proposed office development at the vacant parcel west of 901 Cherry Avenue and potential projects adjacent to the Project Site, such as 841 San Bruno Avenue) could be close enough to one another that HVAC noise from multiple projects could combine and result in a cumulative noise impact. Therefore, because complete details about HVAC equipment for the proposed Specific Plan and for nearby development projects are not known at this time, it is possible that noise from HVAC for the

proposed Project could combine with HVAC noise from adjacent projects to cause a cumulative noise impact at nearby residential land uses. This cumulative impact is considered potentially significant unless mitigated.

Although precise details related to the potential development of stationary sources of noise for nearby projects are not known at this time, it is possible that stationary sources of noise from cumulative projects would combine to result in a cumulative noise impact related to operational noise. Specifically, proposed development projects in the vicinity of the Specific Plan (including some adjacent to the Specific Plan area) may have sources of stationary noise. Depending on the location of, and the noise levels produced by, these sources, noise from operation of other projects could combine with noise generated by development within the Project Site for the Specific Plan to result in excessive noise. Cumulative impacts related to the siting of noise-generating uses/stationary-source operational noise would be potentially significant unless mitigated.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measure mitigates this impact to a less than significant level.

MM-NOI-1: Development of noise control plan for nighttime construction.

MM-NOI-2: Siting of noise-generating uses.

MM-NOI-3: The operation of sound amplifying equipment.

Mitigation Measure NOI-1 would reduce construction noise impacts during nighttime hours to a less-than-significant level by ensuring that noise at a distance of 100 feet during nighttime construction activities would be below 60 dBA L_{eq}. With implementation of this mitigation measure, Project impacts would be reduced to a less-than-significant level, and the contribution of the Project to the potential cumulative impact would not be cumulatively considerable.

Implementation of Mitigation Measure NOI-2 would reduce Project-related impacts to less-than-significant levels by siting HVAC equipment away from sensitive receptors, and the contribution of the Project to the potential cumulative impact would not be cumulatively considerable.

Mitigation Measures NOI-2 and NOI-3 would reduce Project impacts to less-than-significant levels by locating noise generating uses away from sensitive receptors and limiting noise from sound amplifying equipment. The contribution of the Project to the potential cumulative impact would not be cumulatively considerable with implementation of this mitigation measure.

Significant Effect. [Phase I] Impact C-NOI-1b: After mitigation, the Phase I Development, in combination with past, present, and reasonably foreseeable future projects, would not result in the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies.

Construction of the Phase I Development may involve some nighttime construction activities, during which time the city's construction noise threshold is lower. Should other nearby projects involve nighttime construction, and should those activities occur simultaneously with nighttime

construction of the Phase I Development, construction noise could combine to result in a cumulative construction noise impact during nighttime hours. Ambient noise levels are typically lower during nighttime hours, and construction noise may be audible at greater distances during these times. Because the construction impacts of the Phase I Development could combine with those of nearby projects, cumulative construction noise impacts would be considered significant.

While construction at 901 Cherry Avenue already has begun, it could continue to occur concurrently with construction of the Phase I Development. This project is of a similar size and scale of the Phase I Development and could be expected to require a similar number of total, daily, and hourly haul truck trips as the Phase I Development. Given the proximity of the two properties, it is possible that the haul routes for both projects could overlap. Since haul truck activity for the Phase I Development was determined to add up to 2 dB to surrounding roadway segments during peak hauling, it is possible that a 3 dB total increase could occur if hauling activities from the Phase I Development occurred along the same roadway segments and overlapped in time with hauling activities from the 901 Cherry development. Therefore, cumulative impacts from haul truck noise under the Phase I Development are conservatively considered to be significant. Since the Phase I Development's contribution could be up to 2 dB based on the direct impact analysis presented previously, the Phase I Development's contribution to this potential cumulative impact would be cumulatively considerable. This impact would be considered significant, and mitigation is required.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measure mitigates this impact to a less than significant level.

MM-NOI-1: Development of noise control plan for nighttime construction.

MM-NOI-4: Coordination of Phase I Development haul truck routes with 901 Cherry Avenue.

Mitigation Measure NOI-1 would reduce construction noise impacts from construction of the Phase I Development during nighttime hours to less-than-significant levels by ensuring that noise at a distance of 100 feet during nighttime hours would be below 60 dBA L_{eq}, unless a permit is first obtained from the director of the City Public Works Department or his/her designee). Implementation of Mitigation Measure NOI-4 would reduce the potential cumulative impact related to construction-related haul truck noise for the Phase I Development to a less-than-significant level by scheduling haul truck trips so that trips generated by Phase I Development and 901 Cherry would not overlap.

3.3.2.7 Transportation

Significant Effect. [Phase I] Impact TRA-5b: After mitigation, the Phase I Development would be consistent with CEQA Guidelines Section 15064.3, subdivision (b), concerning VMT. The Phase I Development's effect on VMT per Service Population would result in 31.8 VMT per Service Population without any TDM program or mitigation. This is approximately 50 percent above the 21.7 VMT per Service Population threshold.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measure mitigates this impact to a less than significant level.

MM-TRA-2: Monitor and evaluate existing TDM program.

Phase I Development is composed entirely of YouTube-owned parcels, and all trip generation associated with Phase I Development would be YouTube generated. YouTube operates a robust TDM program today that, if implemented during Phase I Development, would bring VMT levels below the 21.7 VMT per Service Population CEQA threshold. TDM performance is dependent on multiple factors outside of City and even employer control such as gas prices, housing stock availability and prices, and larger economic trends. For this reason, TDM-related VMT reductions cannot be guaranteed outright, but they can be included as a mitigation measure tied to ongoing monitoring and refinement. Mitigation Measure TRA-2 would require YouTube to implement a TDM program resulting in a maximum SOV mode share of 43 percent, which would reduce VMT per Capita levels in compliance with the Project threshold of 21.7 (see the EIR's Transportation Appendix, pages 6–11). YouTube has demonstrated its ability to achieve this reduction through its annual monitoring report from the last 2 years, which shows an SOV mode share of less than 43 percent.

Significant Effect. [P] Impact C-TRA-1: After mitigation, the Project, inclusive of the Phase I Development, in combination with past, present, and reasonably foreseeable future projects, would, after mitigation, be consistent with CEQA Guidelines Section 15064.3, subdivision (b) (Project, including Phase I Development. As presented in the *VMT Analysis Results* in Section 3.10, *Transportation* of the EIR, the cumulative with Project condition would result in 26.1 VMT per Service Population. This is higher than the 21.7 VMT per Service Population CEQA threshold (determined by applying a 14.3-percent reduction to the existing regional average) and, consequently, constitutes a significant impact requiring mitigation.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measure mitigates this impact to a less than significant level.

MM-TRA-1: Prepare and implement TDM program.

Mitigation Measure TRA-1 requires an annual monitoring study to be completed by Project Site property owners to ensure that the 21.7 VMT per Capita or 43-percent SOV mode share target is being met. Therefore, with implementation of Mitigation Measure TRA-1, VMT impacts associated with the cumulative Project would result in a less-than-significant impact with mitigation. This differs from Impact TRA-5a, in which the Project is found to have a significant unavoidable impact because TDM measures implemented by Project occupants cannot be guaranteed to meet the VMT reduction target, because the cumulative situation includes changes in surrounding land uses and transit service improvements by 2040 that will make the VMT reduction achievable (see EIR page 3.10-43). Further, because the Phase I Development is a component of the Project, the cumulative analysis for the Project also serves as the cumulative analysis for the Phase I Development.

Significant Effect. [P] Impact C-TRA-9: After mitigation, the Project, inclusive of the Phase I Development, in combination with past, present, and reasonably foreseeable future projects, would not substantially increase hazards because of a geometric design feature (e.g., sharp curves, dangerous intersections) or incompatible uses (e.g., farm equipment). A queue analysis was performed at freeway off-ramp termini intersections to evaluate if the Project would result in a queue spillback that would affect the mainline freeway. The addition of the Project would increase queue lengths on freeway off-ramps near the Project Site.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measure mitigates this impact to a less than significant level.

MM-TRA-1: Prepare and implement TDM program.

Implementation of TDM-based Mitigation Measure TRA-1 would reduce trip generation sufficiently to reduce the spill back by at least 40 feet, such that queues from the intersection would fit within the available off-ramp storage capacity.

3.3.2.8 Utilities and Service Systems

Significant Effect. [P] Impact UT-1a: After mitigation, the Project would not result in the relocation or construction of new or expanded water, wastewater treatment, stormwater drainage, electric power, natural gas, or telecommunications facilities, with the potential to cause significant environmental effects. A portion of the Project Site located along San Bruno Avenue West between Traeger Avenue and Elm Avenue (within the proposed housing overlay zone) is currently serviced by a 6-inch sewer pipe which may have insufficient capacity to continue serving this area if the Maximum Housing Scenario is implemented.

Implementation of the Project could result in an increase in impervious surfaces from approximately 80 percent (current conditions) to approximately 85 percent with full buildout. Because there are existing storm drain facility deficiencies within and downstream of the Project Site, any increase in impervious surfaces could contribute to an increase in the quantity of stormwater runoff, resulting in a significant impact. While the Project would relocate and upgrade the 72-inch storm drain trunk line located at the eastern edge of the Plan Area, through 1100 Grundy Lane, 950 Elm Avenue, and 999/1001 Bayhill Drive, with either a parallel 72-inch pipeline or an upsized line, as shown in Table 3.11-5, the City's Storm Drain Master Plan notes that adding a second 72-inch pipeline or upsizing the existing 72-inch pipeline within the Project Site would not completely address the storm drain capacity deficiencies that are outside the Project Site.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measures mitigate this impact to a less than significant level.

MM-UT-1: Require Project-specific sewer studies for projects served by the 6-inch sanitary sewer pipe in San Bruno Avenue east of Traeger Avenue.

MM-HWQ-2: Prepare drainage report and implement stormwater control measures to avoid increases in peak flows.

Mitigation Measure UT-1 requires that all future development within the area served by the 6-inch pipeline, which is shown in Figure 3.11-2 of the EIR, conduct project-specific sewer studies as part of project design. Future development within this area would also be required to coordinate with the City to ensure that proposed projects would not exceed sewer system capacity, and incorporate strategies to address potential capacity exceedances if identified. Should future improvements be required to increase pipeline capacity within this area, such improvements would be outside the scope of this EIR analysis and subject to further CEQA review.

It would be overly speculative to require studying the need for improvements to the sewer line segment as part of this EIR, because it is not known how much and what kind of development may occur requiring the pipeline, including whether any housing will be built in that area. Thus deferring the MM-UT-1 study is appropriate in this situation.

Mitigation Measure HWQ-2 would require that applicants for future development within the Project Site prepare drainage reports for City review and approval to demonstrate that post-project flows would not exceed pre-project stormwater flows.

Significant Effect. [Phase I] Impact UT-1b: After mitigation, the Phase I Development would not result in the relocation or construction of new or expanded water, wastewater treatment, stormwater drainage, electric power, natural gas, or telecommunications facilities, with the potential to cause significant environmental effects. The Phase I Development is expected to result in a 1-percent increase in impervious surfaces (from approximately 76 percent impervious surfaces to approximately 77 percent) when compared to current site conditions per the "Hydrology and Water Quality Evaluation for the Bayhill Specific Plan and the YouTube Phase I Office Development" (included in Appendix 3.5-1 of the EIR). Because the City's storm drain infrastructure is prone to exceedances in the system capacity downstream of the Project Site, inclusive of the Phase I Development, the increased stormwater runoff anticipated from this increase in impervious surfaces would be significant unless mitigated.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measure mitigates this impact to a less than significant level.

MM-HWQ-2: Prepare drainage report and implement stormwater control measures to avoid increases in peak flows.

Mitigation Measure HWQ-2 would require applicants for future development within the Project Site, including the Phase I Development, to prepare drainage reports for city review and approval to demonstrate that post-project flows would not exceed pre-project stormwater flows.

Significant Effect. [P] Impact C-UT-1: The Project, inclusive of the Phase I Development, in combination with past, present, and reasonably foreseeable future projects, would not result in the

relocation or construction of new or expanded wastewater disposal and stormwater drainage, with the potential to contribute to significant environmental effects. The "Sanitary Sewer Impact Study for Bayhill Specific Plan Area" (included in Appendix 3.11-3 of the EIR) identified that operational Project-related wastewater flows would not result in adverse cumulative impacts in combination with the other cumulative projects in consideration, with the potential exception of the area served by the 6-inch sewer pipeline in San Bruno Avenue east of Traeger Avenue, discussed above in Impact UT-1.

Project implementation would result in an increase in impervious surfaces onsite from approximately 80 percent to approximately 85 percent, which, when paired with potential increases in impervious surfaces at other nearby project sites, has the potential to cause adverse cumulative stormwater impacts downstream. Because the stormwater system serving the Project Site and downstream areas in San Bruno is prone to exceedances in the system capacity, any of the cumulative projects that contribute to the same stormwater facilities as those that serve the Project Site could further stress the already deficient system. If the Project, in combination with these projects, were to contribute to stormwater drainage facility exceedances beyond existing levels, cumulative impacts would be significant.

Findings: The City hereby makes finding (a)(1) (described above), as required by Pub. Res. Code Section 21081 and stated in State CEQA Guidelines Section 15091, with respect to the above identified effect.

Facts in Support of Findings:

The following measure mitigates this impact to a less than significant level.

> MM-UT-1: Require Project-specific sewer studies for projects served by the 6-inch sanitary sewer pipe in San Bruno Avenue east of Traeger Avenue.
>
> MM-HWQ-2: Prepare drainage report and implement stormwater control measures to avoid increases in peak flows.

Implementation of Mitigation Measure UT-1 would ensure that the Project's contribution to cumulative impacts in this area is less than cumulatively considerable by requiring that all future development within the area served by the 6-inch pipeline, which is shown in Figure 3.11-2 of the EIR, conduct project-specific sewer studies as part of project design. As explained above, it is appropriate to defer this study. Future development within this area would also be required to coordinate with the City to ensure that proposed projects would not exceed sewer system capacity, and incorporate strategies to address potential capacity exceedances if identified.

Through adherence to Mitigation Measure HWQ-2, the Project, including the Phase I Development, would be required to prepare a drainage report and implement stormwater control measures to avoid increases in peak stormwater flows when compared to pre-project conditions. Additionally, while not necessary to avoid a significant impact, to further minimize demands for stormwater facilities, all future development proposed within the Project Site would also be required to comply with multiple Specific Plan policies that would help manage and reduce potential stormwater outputs, thus reducing the potential for project operation to contribute to exceedances in the storm drain system capacity. Applicable Specific Plan Policies include a requirement that all future development in the planning area achieve at least LEED Silver Certification (Specific Plan Policy 6-15) and incorporate Low-Impact Development (LID) techniques to improve water retainment onsite (Specific Plan Policy 5-16). Although Specific Plan Policy 6-15 is not applicable to the Phase I

Development, the Phase I Development design would meet United States Green Building Council's LEED v4 Silver certification standards). These policies will substantially reduce runoff into the City's existing stormwater facilities.

3.4 Findings Regarding the Alternatives

As required by CEQA, the Draft EIR and Final EIR analyze possible alternatives to the Proposed Project, including the No-Project Alternative. With adoption of the Project and approval of the Phase I Development, the City makes the following findings to support its rejection of the three Project alternatives examined in the EIR. Other alternatives were considered and screened out of the range of alternatives analyzed in the EIR for the reasons discussed in Section 5.2 of the Draft EIR, which is hereby incorporated by reference. No alternatives to the Phase I Development were examined, because the Phase I Development was not found to result in any significant unavoidable impacts requiring consideration of alternatives under CEQA.

As noted above, Section 15091 (a)(3) of the State CEQA Guidelines describes that one of the findings that a lead agency can make concerning significant project impacts is that specific economic, legal, social, technological, or other considerations, make infeasible the Project alternatives identified in the Final EIR. In these findings, the decision-making body is making a final determination of feasibility. CEQA Guidelines Section 15364 defines "feasible" as: "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors."

An alternative may have been determined to be potentially technically, logistically, and financially "feasible" in the Final EIR and still ultimately be concluded by the City to meet the definition of "infeasibility" per Section 15091 (a)(3) when all considerations are considered. The final determination of infeasibility "involves a balancing of various 'economic, environmental, social, and technological factors.'" (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 401, 417). Where there are competing and conflicting interests to be resolved, the determination of infeasibility "is not a case of straightforward questions of legal or economic feasibility," but rather, based on policy considerations. (*California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 1001-02). "[A]n alternative that is impractical or undesirable from a policy standpoint may be rejected as infeasible." (*Id*. at p. 1002, citing 2 Kostka & Zischke, Practice Under the Cal. Environmental Quality Act, (Cont. Ed. Bar 2010) section 17.29, p. 824).

The underlying purpose of the Project is to implement a Specific Plan that outlines a cohesive, long-term vision for future development on the Project Site, and ensures that development within the Project Site is integrated into an attractive setting that benefits the Project Site's property owners as well as the broader San Bruno community. Other objectives of the Project include the following:

- Accommodate additional development within the Project Site to take advantage of its proximity to existing mass transit/public transportation and strengthen its role as the city's premier employment hub.
- Enhance the quality of the Bayhill Office Park by replacing surface parking areas with architecturally distinctive buildings constructed of high-quality materials that will contribute to the revitalization of the office park.

- Provide a cohesive vision for future development within the Project Site, recognizing Bayhill's essential nature as a business park/employment center while allowing for residential development in appropriate locations, thereby helping to serve the city and region's housing needs.
- Integrate Bayhill with the greater San Bruno community. Ensure that development is an asset to the community and enhances the area's and the city's image and quality of life.
- Ensure that the neighborhood commercial uses at the Bayhill Shopping Center that serve office park employees and the surrounding neighborhoods are retained.
- Improve multimodal connectivity to and through the Project Site so that walking and biking are safe and enjoyable experiences, and connections to the nearby San Bruno Caltrain and BART stations are strengthened.
- Promote a vibrant and mixed-use walkable district. Foster the creation of an enhanced pedestrian environment and attractive greenways along public streets for the use of city residents and office park employees.
- Promote optimal long-term development patterns and accommodate the expansion needs of existing businesses, while being adaptable to changing economic conditions and business needs.
- Provide adequate parking spaces to accommodate employee and business visitor parking demand thereby ensuring that project parking is accommodated on-site with no spill-over to adjacent neighborhoods.
- Enhance the public realm and promote quality design by incorporating amenities and promoting green building principles.
- Ensure a net positive fiscal impact for the city.
- Assure that new development mitigates its impacts and pays its fair share for infrastructure improvements needed to support the development.
- For the Phase I Development, create approximately 440,000 square feet of new office and accessory space, associated parking, and a multimodal transportation facility to meet YouTube's immediate business needs and allow for future growth.
- For the Phase I Development, design buildings to meet modern tenant needs for building floor plans and site configurations.
- For the Phase I Development, provide amenities that are commensurate with the Phase I Development's density.
- For the Phase I Development, ensure the safety and security of employees through secure access to and between the existing and proposed buildings and outdoor spaces.

3.4.1 No-Project Alternative

Required by CEQA, the No Project Alternative assumes that the Specific Plan is not adopted, existing land uses remain unchanged and in their current physical state, and no new construction occurs within the Project Site. No new structures or subterranean parking garages would be built, and no demolition of existing uses would occur. Existing General Plan land use classifications and zoning districts would be maintained on the Project Site. Despite the EIR determining that the No Project Alternative is the environmentally superior alternative, this alternative is rejected.

Facts in Support of Findings: The No-Project Alternative would not meet the project objectives and is rejected for that reason.

3.4.2 Residential Alternative

This alternative considers a variation of the proposed Specific Plan that would allow for the development of up to 1,499 new residential dwelling units, 926 more dwelling units than the Project. To accommodate the increased residential density, the amount of net new office uses would be reduced to 1,773,636 square feet compared to 2,459,847 square feet under the Project (or 1,942,896 square feet under the Maximum Housing Scenario). The EIR determined that the Residential Alternative is the environmentally superior alternative (besides the No Project Alternative.) This alternative is rejected as infeasible.

Facts in Support of Findings: Under CEQA, a lead agency's determination of infeasibility represents a balancing of competing economic, environmental, social, and technological factors (*California Native Plant Society v. City of Santa Cruz* (CNPS) (2009) 177 Cal.App.4th 957, 1001.), and an alternative that is determined undesirable from a policy standpoint, or found to be inconsistent with the project objectives, may be rejected as infeasible. (Ibid.). The Residential Alternative would be undesirable from a policy standpoint and is therefore infeasible. The Residential Alternative would reduce the amount of net new office uses and would require the extension of the housing overlay zone to greater areas of the office park to accommodate the additional residential dwelling units, thus undermining the Bayhill Office Park's intended use an employment center providing professional offices and corporate headquarters. The San Bruno General Plan includes several policies intended to strengthen the commercial/office uses of this area, including Policy LUD-G, which promotes infill in the Bayhill Office Park with new professional offices and hotel uses; Policy LUD-51, which promotes the construction of professional and administrative offices on existing surface parking lots in the Bayhill Office Park; and Policy LUD-52, which allows for ancillary commercial uses in Bayhill Office Park to serve employee needs. The reduction in office space and the extension of the housing overlay zone would be in opposition to these policies.

While focused residential uses are not incompatible with the Bayhill Office Park, these uses must be subordinated to the commercial area's intended uses, and in conformance with other city plans and policies aimed at fostering healthy, safe, and livable neighborhoods. The location of the overlay zones in the south portion of the Bayhill Office Park, along San Bruno Avenue west of Elm Avenue, provides the best opportunity to conform with existing plans and policies. San Bruno General Plan Policy T-G aims to protect residential areas from congestion and associated noise resulting from BART and Caltrain spillover traffic. The proposed location of the overlay zones under the Project would be in conformance with this policy, placing residential units at a safe remove, while also providing walkable/bikeable access to BART and Caltrain for future residents. Policy HS-40 aims to protect residents from air traffic related noise, which could affect housing if constructed in the northern portion of the Bayhill Office Park. The overlay zones are at a safe remove from CNEL zones, as well as from roadway noise associated with I-380 and I-280. Additionally, the overlay zones along San Bruno Avenue are in close proximity to existing neighborhoods to the south, providing the best opportunity to integrate the proposed residential uses into existing walkable residential areas and provide access to services such as libraries and schools.

3.4.3 Increased Height Alternative

The Increased Height Alternative would allow housing, hotel, and office buildings on the Project Site to reach a height limit of 70 feet/five stories. Office buildings would contain the same total volume but could be taller with smaller bases, enabling more of the site area to be in open space. It is estimated that the Increased Height Alternative would provide approximately 6.5 acres of additional open space compared to the Project. This alternative is rejected as infeasible.

Facts in Support of Findings: The Increased Height Alternative would require voter approval of an initiative in order to modify Ordinance 1284 which currently limits heights on the Project Site to three stories. Approval of the initiative is uncertain, because it would require majority approval of city voters at an election held for that purpose. For that reason the City cannot find that implementation of the alternative can be successfully accomplished within a reasonable amount of time.

Section 4
Overriding Considerations

4.1 Introduction

CEQA requires decision-makers to balance the economic, legal, social, technological, or other benefits of a project against its unavoidable environmental risks when determining whether to approve a project. If the specific economic, legal, social, technological or other benefits of the project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered acceptable (State CEQA Guidelines 15093). In this case, the lead agency must state in writing the specific reasons to support its action. This "statement of overriding considerations" shall be supported by substantial evidence in the record, shall be included in the record of the project approval, and should be mentioned in the notice of determination. Pursuant to Section 15093 of the CEQA Guidelines, the following Statement of Overriding Considerations has been prepared for the Project and Phase I Development.

4.2 Statements of Fact in Support of Overriding Considerations

The City hereby finds that the following social, legal, environmental and economic benefits of the Project and Phase I Development outweigh the significant unavoidable impacts for the following reasons. These benefits, viewed both individually and collectively, outweigh the significant unavoidable adverse effects of implementing the Project and Phase I Development:

The Project, including Phase I Development, sets an example of environmental sustainability for future projects. The Project would incorporate all applicable City- and State-mandated sustainability features, including Title 24, Part 6, California Energy Code baseline standard requirements for energy efficiency, based on the 2019 Energy Efficiency Standards requirements, and applicable building requirements set forth in the 2019 California Green Building Standards Code, commonly referred to as CALGreen.

The Specific Plan would also encourage the incorporation of a variety of sustainability features in all future development projects within the Project Site, including the Phase I Development. These include maximizing natural cooling and passive solar heating through building orientation, designing buildings to incorporate natural light and ventilation, using sustainable building and paving materials, and promoting recycling and composting programs.

The intensification of office uses in the Specific Plan area would further enhance the environmental sustainability of future projects as the office park is located in a transit-rich area, with access to regional transportation and transit facilities. The San Bruno BART Station and San Bruno Caltrain Station are both in close proximity, approximately a half-mile northeast and a third-mile east, respectively. As the Specific Plan area is currently occupied by predominately commercial uses, the intensification of these uses would mean less commercial development elsewhere, conserving undeveloped land and intensifying the uses of existing facilities and transportation infrastructure.

The Project, including Phase I Development, sets an example for future major projects to incorporate traffic demand management (TDM) strategies, thereby reducing vehicle miles travelled within the community. To ensure that all future tenants implement TDM strategies, the Specific Plan includes policies that require applicants of all new development to implement a TDM program or join a transportation management association (TMA) to reduce single occupancy travel to the Plan Area. All TDM programs are required to include a designated TDM coordinator to facilitate programming and monitoring activities, and program coordinators are required to conduct annual travel surveys to evaluate program effectiveness and report their results to the City.

Reducing VMT is important to meeting greenhouse gas reductions needed to moderate climate change impacts, consistent with California's commitment to fighting climate change. The 2017 Scoping Plan adopted by the California Air Resources Board is California's key document setting out state policies in the fight against climate change. The 2017 Scoping Plan states:

> While most of the GHG reductions from the transportation sector in this Scoping Plan will come from technologies and low carbon fuels, a reduction in the growth of VMT is also needed. VMT reductions are necessary to achieve the 2030 target and must be part of any strategy evaluated in this Plan. Stronger SB 375 GHG reduction targets will enable the State to make significant progress toward this goal, but alone will not provide all of the VMT growth reductions that will be needed. There is a gap between what SB 375 can provide and what is needed to meet the State's 2030 and 2050 goals.

The Project, including Phase I Development, would significantly contribute to community goals through participation in the Community Benefit Program. The project would allow for approximately 1.9 million additional square feet of net new office development, or an increase of 92 percent over existing and already-allowed development. As this increase in allowable office square footage creates additional value for the developer and landowner, a Community Benefit Program has been developed to enable the city to capture a portion of the value it has created for the purposes of advancing community goals, over and above those required by existing City requirements or policies. Under the Community Benefit Program, a Community Benefit contribution of $35 per square foot of gross building space above existing allowable amount would be required for office development. A Community Benefit contribution of $10 per net square footage would be required for market rate residential development. With the approval of the project, the City as a whole would gain from the community benefit contributions which could be used to fund public facilities or further community goals (e.g. affordable housing, community services, open space and recreation amenities). If the project were not approved, the City would not benefit from the Community Benefit Program and the additional sources of funding.

ATTACHMENT 21

Draft Bayhill Specific Plan

https://www.sanbruno.ca.gov/civicax/filebank/blobdload.aspx?BlobID=32813