City Council
Meeting Agenda

Tuesday, March 10, 2026

City Council Chambers
City Hall, One Twin Pines Lane, Belmont, California

General order of Business

1. CALL TO ORDER
2. ROLL CALL
3. ITEMS BEFORE 7:00 PM - none
4. PLEDGE OF ALLEGIANCE
5. REPORT FROM CLOSED SESSION - none
6. SPECIAL PRESENTATIONS
7. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
8. COUNCILMEMBER ANNOUNCEMENTS
9. CONSENT BUSINESS
10. PUBLIC HEARINGS - none
11. GENERAL BUSINESS
12. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF
13. MATTERS OF INTEREST/CLARIFICATION
14. ADJOURNMENT

City Council
Julia Mates, Mayor
Cathy Jordan, Vice Mayor
Robin Pang-Maganaris, Councilmember
Gina Latimerlo, Councilmember
Tom McCune, Councilmember

Staff
Afshin Oskoui, City Manager
Scott Rennie, City Attorney
Kathy Kleinbaum, Assistant City Manager
Ken Stenquist, Police Chief
Grace Castaneda, Finance Director
Ann Ritzma, Interim Admin Services Director
Carlos deMelo, Community Development Director
Brigitte Shearer, Parks and Recreation Director
Edric Kwan, Public Works Director
Jozi Plut, City Clerk

MEETING ATTENDANCE:
Council meetings, unless otherwise noted, are broadcast live to Belmont residents on

1. Comcast Cable Channel 27
2. Streamed live via the City's website at www.Belmont.gov
3. ZOOM https://belmont-gov.zoom.us/ **Meeting ID: 95745673035**
4. Attend the meeting in the Council Chambers, Belmont City Hall 2nd floor

PUBLIC COMMENT:

- Public in the Council Chamber present the Clerk a request to speak slip found at the table at the rear of the chamber.
- If participating virtually use the Raise Hand feature to request to speak.
  - For dial- in comments, call *67 1-(669) 900-6833 (your phone number will appear on the live broadcast if *67 is not dialed prior to the phone number)
  - enter **Meeting ID: 95745673035**, and press *9 to request to speak

All public comments are subject to a **3-minute time limit** unless otherwise determined by the Chair.

To submit a written public comment:
E-mail cclerk@belmont.gov before the Council discusses the item, noting the agenda topic or number in the subject line. Comments received up to three hours before the meeting will be distributed to the Council and included in the record but not read aloud during the meeting..

The Mayor has the authority to rule any speaker out of order, including speakers during the Public Comment period; If the subject raised is not within the subject matter jurisdiction of the City Council, during a public hearing or a general business item if the speaker is not presenting testimony or evidence relevant to the matter or if the speaker becomes disruptive to the proceedings and conduct of the meeting.

The Mayor also has the authority to order any person who willfully interrupts the meeting to be removed. All persons are expected to always conduct themselves with civility and courtesy. All persons giving comments shall speak directly to the Council and address issues, not individuals. Personal attacks, cursing and outbursts from the audience in support or opposition to a speaker are not tolerated to foster an environment where everyone feels welcome to speak.

LEVINE ACT:

The Levine Act (California Government Code Section 84308) limits campaign contributions that may be made to elected or appointed City officials (including councilmembers and the mayor) and certain candidates for elective city offices. The Act prohibits an agent of a party from contributing any amount to councilmember while a proceeding for a contract valued at $50,000 or more, permit, license, or other entitlement for use is pending that does not solely involve purely ministerial decisions. The Act also prohibits parties and participants in the above entitlement proceedings from contributing more than $500 during the proceeding and for 12 months after the proceeding and requires disclosure of the prohibited contributions. The Act prohibits certain officials, including local elected officials, from taking part in an entitlement proceeding if the official has received a contribution exceeding $500 from a party or participant in the proceeding within the preceding 12 months. An official is also prohibited from accepting, soliciting, or directing a contribution exceeding $500 from a party or participant in the proceeding for 12 months after a final decision is rendered in such a proceeding. The law is complex, and this brief description is not legal advice. If you or an agent have made any campaign contributions to a councilmember in the 12 months before a proceeding in which you have an interest or you are contemplating making a contribution within the 12 months after such a proceeding, you are urged to review the Levine Act and consider consulting an attorney. The California Fair Political Practices Commission (FPPC) is responsible for administering the Levine Act. More information about the Act and its implementing regulations can be found on the FPPC's website here: https://www.fppc.ca.gov/learn/pay-to-play-limits-and-prohibitions.html

ACCESSIBILITY

If you need assistance to participate in this meeting, please contact the City Clerk at (650) 595-7413. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

AGENDA POSTING: I declare a copy of this agenda was posted at City Hall, One Twin Pines Lane, and the City's website www.Belmont.gov Date: Time: /s/:

City of Belmont

City Council Regular Meeting Agenda
March 10, 2026
City Council Chambers
City Hall, One Twin Pines Lane, Belmont, California

NOTICE REGARDING MEETING SCHEDULE

The City Council may meet prior to 7:00 PM for Study Sessions, Closed Sessions, or other Special Topics. All other business will commence at 7:00 PM as a time-certain agenda item.

1. CALL TO ORDER

2. ROLL CALL

3. ITEMS BEFORE 7:00 PM - none

A. CLOSED SESSION

B. STUDY SESSION

The public will have an opportunity to address the City Council concerning this item.

C. SPECIAL SESSION/OTHER TOPICS

ITEMS STARTING AT 7:00 PM

4. PLEDGE OF ALLEGIANCE

5. REPORT FROM CLOSED SESSION - none

6. SPECIAL PRESENTATIONS

A. Proclamation Observing March 2026 as Women's History Month

B. Fourth Annual Dr. Martin Luther King, Jr. Poetry & Essay Contest Recitals

7. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

This portion of the meeting is reserved for persons wishing to address the Body on any City matter not on the agenda. The period for public comment at this point in the agenda is limited to 15 minutes, with a maximum of 3 minutes per speaker. Speakers who requested but did not receive an opportunity to speak during this comment period will be given an opportunity to address the Body later in the meeting. State law prohibits the Body from acting on non-agenda items.

8. COUNCILMEMBER ANNOUNCEMENTS

9. CONSENT BUSINESS

Consent business items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion on these items unless a member or staff request specific items to be removed for separate action. The City Attorney will read the title of ordinances to be adopted.

A. Salson Trail Culvert Replacement Project Design Task Order #1 Amendment #2
Recommendation: Adopt a motion authorizing the City Manager to negotiate and execute Amendment No. 2 to Task Order No. 1 with Mott MacDonald Group, Inc. for additional design and environmental permit services required by the California Department of Fish and

Wildlife for the Salson Trail Culvert Replacement Project, in the amount of $165,341, for a total revised contract amount not-to-exceed $426,428.
Attachments:
Staff Report
Mott MacDonald Amendment 2 to Task Order 1

B. 1301 Shoreway Road Commercial Development Project
Recommendation: 1. Adopt a Resolution adopting the CEQA Findings of Fact, certifying the Environmental Impact Report, and adopting the Mitigation Monitoring and Reporting Program.
2. Adopt an Ordinance Rezoning 1301 Shoreway Road from Regional Commercial (RC) to Planned Unit Development (PD), adopting the Conceptual Development Plan, and approving the Development Agreement.
3. Adopt a Resolution approving the Detailed Development Plan, Conditional Use Permit, Design Review, Grading Plan and Permit, and Tree Removal Permit.
Attachments:
Staff Report
Resolution Certifying Environmental Impact Report
Exhibit A - Findings
Exhibit B - Final EIR & MMRP
Ordinance Rezoning Property and Approving DA
Exhibit A - Map Amendment
Exhibit B - Conceptual Development Plan
Exhibit C - Development Agreement
Exhibit D - Findings and General Plan Consistency
Resolution Approving Entitlements
Exhibit A - Project Plans
Exhibit B - Findings
Exhibit C - Conditions of Approval

C. Crystal Springs Cross Country Course Memorandum of Agreement
Recommendation: Authorize the City Manager to negotiate and execute a Memorandum of Agreement regarding the operations and responsibilities for the Crystal Springs Cross Country Course with the San Mateo County Community College District and the San Mateo County Superintendent of Schools.
Attachments:
Staff Report
Crystal Springs Cross Country Course MOA
SFPUC Revocable License

10. PUBLIC HEARINGS - none

11. GENERAL BUSINESS
General Business items are considered separately, typically in the order listed. The chair will call for public comment on each item when the body considers the item.

A. Redwood Shores Sea Level Rise Protection Project Contract – Island Park Evaluation
Recommendation: Motion authorizing the City Manager to negotiate and execute an Architectural & Engineering Services Agreement with Schaaf & Wheeler for Task 1 - Preliminary Planning, Outreach and Alternatives Evaluation of the Belmont Island Park

Levee Design Proposal, in an amount not to exceed $208,787.
Attachments:
Staff Report
Belmont Island Park Levee Design Proposal
RWS-SLR Protection Project Contract Scope Presentation

B. Annual Transportation and Mobility Update
Recommendation: This is an informational item only; no action is required.
Attachments:
Staff Report

12. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

A. **Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments**
B. **Verbal report from City Manager**

13. MATTERS OF INTEREST/CLARIFICATION

Items in this category are for discussion and direction to staff only. However, Council/Board may take final action on an item if there is no need for additional staff analysis.

14. ADJOURNMENT

STAFF REPORT

Meeting Date:	March 10, 2026
Agency:	City of Belmont
Staff Contact:	Bozhena Palatnik, Public Works, (650) 595-7463, bpalatnik@belmont.gov
Agenda Title:	Salson Trail Culvert Replacement Project Design Task Order #1 Amendment #2
Agenda Action:	Motion

Recommendation

Adopt a motion authorizing the City Manager to negotiate and execute Amendment No. 2 to Task Order No. 1 with Mott MacDonald Group, Inc. for additional design and environmental permit services required by the California Department of Fish and Wildlife for the Salson Trail Culvert Replacement Project, in the amount of $165,341, for a total revised contract amount not-to-exceed $426,428.

Strategic Focus Area

Infrastructure and Mobility

Background

The Salson Trail is an unpaved fire road located south of the Sugar Loaf Open Space area near East Laurel Creek Road. The trail provides recreation opportunities and critical emergency access for firefighting to approximately 100 acres of open space area along the tributary of Laurel Creek. This open space is tightly surrounded by residential neighborhoods in both Belmont and San Mateo. During the large winter storm events of 2022-23, high creek flows exceeded the capacity of an existing 48-inch storm culvert at a tributary crossing along the trail. The crossing overtopped, causing significant erosion of the creek banks, undermining the emergency access road, and exposing an existing 10-inch sanitary sewer main that also crosses at this location.

In early 2024, staff retained Mott MacDonald Group, Inc. to design improvements to restore this critical infrastructure at the urban-wildland interface by addressing both stormwater conveyance and emergency access needs. The project scope included upsizing the stormwater culvert, replacing the sewer main crossing, and restoring the Salson Trail to maintain emergency vehicle access and public recreational use.

Initial project assumptions anticipated that the work would qualify for environmental permitting exemptions. However, during early coordination, the California Department of Fish and Wildlife (CDFW) determined that full permit applications and approvals would be required. This determination resulted in expanded coordination efforts, extended review timelines, and additional scope for the design consultant. Scope associated with to the environmental permit compliance, CEQA clearance, and post-construction restoration monitoring were subsequently incorporated through Amendment No. 1 to the Task Order No. 1.

The project was advertised for bid in May 2025, and construction commenced in August 2025.

Analysis

During the construction phase, several unforeseen conditions occurred, resulting in severe additional erosion of the bank slope, substantial modifications to the drainage channel, and silt accumulation. These changes significantly altered site hydraulics and bank stability compared to conditions assumed in the approved permit documents.

As a result of these changed site conditions, the City must amend its CDFW permit prior to completing construction and final restoration activities. The site has been winterized, and temporary best management practices have been implemented to protect the area for the potential the remaining winter storm events while the permit amendment is prepared and reviewed.

The permit amendment requires:

- Updated hydrology and hydraulic analysis
- Biotechnical evaluation of bank stability
- Design of revised erosion control and channel stabilization measures
- Modifications to the drainage channel configuration
- Development of an updated vegetation restoration plan

Amendment No. 2 provides the additional design, environmental permitting and bioengineering services, including services by a certified biologist, necessary to complete these requirements. The majority of the $165,341 amendment is attributable to expanded environmental permitting requirements and post construction restoration measures mandated by CDFW. The additional design and bioengineering services represent a smaller portion of the total amendment cost.

Upon completion of the Amendment No. 2 scope of services and receipt of the amended permit, staff will issue a change order to the construction contractor to complete the final restoration work in accordance with the revised and amended CDFW permit requirements.

Alternatives

1. Take no action.
2. Refer back to staff for additional information

Attachments

A. Amendment #2 to Task Order #1 Proposal from Mott MacDonald Group, Inc.

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:	Funding for the additional $165,341 is available in the Capital Improvement Program (CIP) Salson Trail Culvert Replacement Project #3233, funded by Measure I and Belmont Fire Protection District Fund.

Source:	**Purpose:**	**Public Outreach:**
Staff	Statutory/Contractual Requirement	Posting of Agenda

City of Belmont
Attn: Bozhena Palatnik
1 Twin Pines Ln,
Belmont, CA 94002

City of Belmont – Amendment 2 to TO#1– Culvert Replacement- Salson Trail

Mott MacDonald Group, Inc

2700 Gateway Place

Ste 550

San Jose, CA 95110

Mohamed Basma, PE

Mohamed.Basma@mottmac.com

February 20, 2026

Dear Bozhena:

Mott MacDonald Group Inc. (Mott MacDonald) is pleased to submit this Amendment 2 to Task Order (TO) #1 proposal in accordance with our Master Architectural and Engineering Agreement to continue providing bid and construction phase services for the City of Belmont (City's) Culvert Replacement – Salson Trail Project (Project). This amendment proposal is prepared as a result of our conversation with you regarding the design of the upstream creek channel slopes and protection of these from erosion, sediment control into creek and overall creek stability, the need to obtain an Amendment to the project's Lake and Streambed Alteration Agreement (LSAA) with the California Department of Fish and Wildlife (CDFW), and completion of work as summarized in the Amended LSAA. This amendment also incorporated the rate changes that will occur due to the extension of the design and construction schedule into summer of 2026.

Project Understanding

Through Task Order 1, Mott Macdonald and their subconsultants were tasked to produce a biddable PS&E package for the Salson trail culvert project, obtain aquatic resources permits needed to authorize project construction, and provide Design Service During Construction (DSDC) and construction phase biological services. The schedule for design and construction as outlined in TO#1 and Amendment 1 was to have a biddable package made available to the City by April 2025, enabling completion of construction before November 2025. This schedule has been extended due to unforeseen rainy events.

Construction of the culvert, headwall/footwall, wingwalls, and replaced sanitary sewer is complete, with grading below the culvert being the final aspect of construction remaining. CDFW may also require removal of the filter fabric that was placed beneath the rock slope protection apron on the downstream side of the culvert.

During construction, its was deemed necessary to remove a tree on the west side of the project which led to sloughing of the existing slope into the creek bed. On the east side end, the cut slope due to construction of the upstream wingwall also produced sloughing that led to diversion of the creek from its original path. The status of the upstream cut slopes and construction of wingwalls was also

aggravated by the early unexpected rain events that led to erosion of sediment into the channel.

The upstream end of the channel slopes and creek bed was winterized by adding Rock Slope Protection (RSP, rip-rap), and CDFW was notified of this temporary measure. CDFW approved placing riprap on a temporary basis with the expectation that the City will apply for an Amendment to the existing LSAA to authorize permanent stabilization repairs. CDFW has directed the City to evaluate the potential for use of bioengineering techniques as an alternative to riprap for channel bank stabilization.

We will be preparing an Amendment to the Lakebed Stream Alteration Agreement with the CDFW and an updated California Environmental Quality Act (CEQA) Notice of Exemption (NOE) for the City's use in spring 2026; per *CEQA Guidelines* 15062[a], the NOE is prepared "when the public agency approves or determines to carry out the project", which would either be on City Council approval of the bid process, or on Council's decision to let the contract, depending on the City's standard process.

Due to early winterization of the creek of the project schedule and the City's request to include construction-phase change order tasks, an amendment to Task Order #1 is being proposed. The scope of the remainder tasks have been described and quantified as follows.

Scope of Work

Task 1 Project Management (Additional)

Overall management of Mott MacDonald in-house staff and Subconsultant deliverable schedule including contract administration, budget and schedule control, monthly project reports, invoicing, coordination meetings with the City, and performing quality control. Mott MacDonald assumes an additional combined design and DSDC service during Aamendment 2 for a duration of eight (8) months.

Deliverables:

- Monthly invoices and progress reports
- Coordination Meetings, Agendas and Minutes - two (2)

Task 2 –Bid Documents

No additional work is needed on this task.

Task 3 – Bidding Support and DSDC (no additional bidding support required)

No additional bidding support is required.

This task for bidding is deemed complete, as the culvert and the trail are installed and in service. Due to construction continuing through December, site winterization was prioritized and some planned work was postponed to be carried out in Spring/Summer of 2026. Additional winterization task such as placement of temporary rock slope protection on upstream end to control erosion and sediment control was carried out. Although the upstream work was not anticipated during design, cirumstances during construction led to modifications on the upstream bank, as described above. Since this work is not covered by the Hydrology and Hydraulics study or the contract plans, the following sub task in response to the unanticipated work is detailed here as Task 3B.

Task 3B – Design Services – Post Construction

This task will include discussions and assistance to be provided to City's Water Resources designer – Wood Rodgers, for the updated Hydrology and Hydraulics (H&H) study that they have been tasked to work on. Depending on the needs identified, MM may include the services of Geotechnical and Structural specialists, as appropriate.

This task will also include evaluation of the feasibility of bioengineering techniques for upstream bank stabilization, in consideration of the H&H study results. These services will be provided by Restoration Design Group (RDG) as a subconsultant to RCEC. If bioengineering proves to be feasible and the City approves this approach (which would be preferred by CDFW), RDG will provide design services under a separate scope or scope amendment.

If bioengineering proves to be infeasible, MM will design the upstream channel based on recommendations from the H&H study.

MM will review any CDFW comments with Wood Rodgers prior to responding and/or redesigning for the upstream channel and slopes. Once CDFW's initial review of the design is complete, MM will produce a change order design in coordination with the City and their Construction Manager to provide to contractor (WestRock engineering).

Based on the updated design, RCEC will prepare an updated CEQA NOE for filing by the City; the filing fee is assumed to be paid by City check to the County Clerk-Recorder. RCEC will also prepare and file a Request for Amendment with CDFW, and will coordinate responses to CDFW requests for information (RFIs) during review of the Request.

Deliverables:

- Memorandum evaluating feasibility of bioengineering
- Drawing(s) needed for LSAA amendment
- CDFW Request for Amendment to LSAA
- Change order plan sheet
- Provide Asbuilt plans after change order construction is complete.
- Updated CEQA Notice of Exemption

Task 4 – Environmental Tasks during Construction (this task is deemed complete)

Task 4b – Environmental tasks – Post 2025 Construction)

Under Amendment 2, we propose to augment the base scope and budget for this task as follows.

- Provide out-of-scope construction phase services to assist the City in complying with anticipated permit requirements during the 2025 construction season, including
    - Biologist oversight of sensitive habitat exclusion fencing installation
    - Extensive biological monitoring during construction
    - Response to injured dusky-footed woodrat
    - Multiple requests for extension of the permitted seasonal work window
    - Extensive coordination with CDFW

- Provide construction phase services to assist the City in complying with anticipated permit requirements during the 2026 construction season
    - Pre-construction surveys for special-status species and nesting birds
    - Biologist oversight of sensitive habitat exclusion fencing installation
    - Worker environmental awareness training; spot-monitoring as determined necessary (full-time monitoring assumed not to be needed)
    - Agency notifications and reporting during the construction period
- Provide habitat restoration services to implement restoration as required in the project LSAA and LSAA Amendment
    - Conduct final post-construction “true-up” to confirm planting zones planting zones
    - Update restoration planting plan Implement restoration installation
    - Provide restoration as-built report

If CDFW requires additional or modified environmental tasks during construction, we will alert you immediately and submit a separate scope of services and budget for that work.

Deliverables:

- Reviews of contractor submittals, if/as requested
- Items such as monitoring “daily” forms and agency notifications/reports required for permit compliance

Assumptions

The following assumptions were made for this proposal:

- Schedule assumes a one-week City review period for deliverables
- City will coordinate for the updated H&H study with their Wood Rodgers and MM team
- Mott MacDonald and team will provide design for one alternative prescribed in the study to share with CDFW and provide explanation and background information for a second alternative
- Mott MacDonald fee proposal is based on the hourly rates which are effective until June 30, 2026.
- City will coordinate the change order plan(s) developed and provide constructability review.
- Scope of work does not include National Environmental Policy Act (NEPA) compliance activities or permit applications other than the LSAA Request for Amendment.
- Full-time construction biological monitoring assumed to be avoided

Exclusions

The proposal excludes the following services which can be provided at the request of the City at an additional cost:

- No bid documents will be prepared.

- Any services that are not explicitly listed in this proposal.

Schedule

Below is a tentative schedule for this amendment, subject to adjustment depending on availability of H&H study results and timing of CDFW reviews.

Submit request for LSAA amendment to CDFW	April15, 2026
Approval of LSAA amendment	July 15, 2026
Final fully executed LSAA amendment	July 31, 2026
Submit Change Order Plans	July 15, 2026
Design Support during Construction	August 01 – September 15, 2026

Fee Proposal

Mott MacDonald will provide the above scope of services on a time-and-materials not-to-exceed fee basis in accordance with our Master Services Agreement. The estimated not to exceed fee for this amendment to Task Order#1 is $165,341.00 as shown in the attached fee estimate and the environmental estimate attachment forwarded by Redtail Environmental consultant.

Thank you for the opportunity to submit this proposal to complete the important work. Please feel free to contact me or Bindu Samudrala, the Project Manager, if you have any questions. Bindu can be reached by phone at (518) 986-1309 or via e-mail at himabindu.samudrala@mottmac.com.

Sincerely,

Mott MacDonald Group, Inc

Mohamed Basma

Senior Vice President

Northern California Portfolio Manager

+1 408 807 0481

Mohamed.basma@mottmac.com

Cc: Stephanie Douglas/Michael Canepa

City of Belmont
Culvert replacement - Salson Trail

Task No.	Task Description	Principal Project Manager I	Principal Project Manager II	Project Manager	Senior Project Manager & Project Lead	Senior Project Engineer. Structural	Engineer III	Principal Sepecialist	Specialist V	Total MM Hours	Total MM Reimbursable Labor	Subconsultant (including 5% MU)	TOTAL (task and Subtasks)
	Key Staff/Staff Grade	Stephanie Douglas/Noel Vivar/Thomas Sheridan	Mike Canepa	David McCandless	Himabindu S	Chris Luttrell	Lisette Abad	Deepa	Dawn Ann				
	Hourly Rates	$317	$389	$208	$284	$250	$152	$317	$165	Hours	Cost		Cost
Task 1	**Project Management (December 2024 - Spet 2025)**												
1.1	Project Management	1	1		2			2	3	9	$ 2,403		$ 2,403
1.2	Monthly Progress Reports				2					2	$ 567		$ 567
											$ -		$ -
	Task 1 Subtotal	**1**	**1**		**4**	**0**	**0**	**2**	**3**	**11**			
	Task 1 Cost per Staff	**$ 317**	**$ 389**		**$ 1,135**	**$ -**	**$ -**	**$ 634**	**$ 495**		**$ 2,970**		**$ 2,970**
Task 2	**Bid Documents**												
2.1	Submit 100% PSE documents												
2.2	Prepare Bid package Documents						complete						
2.3	CEQA NOE												
	Task 2 Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			
	Task 2 Cost per Staff	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**		**$ -**
Task 3	**Bidding Support and Design Services during Construction (Additional)**												
3.1	Responses to bidder questions												
3.2	Preparation of 1 bid addenda												
3.3	Pre-Construction, Construction meetings, agendas, and notes.						complete						
3.4	Response to RFIs, Submittals												
3.5	Field visit (2 days)												
3.6	Produce field report												
3.7	Final walkthrough punch list and report and As built pla												
Task 3B	**Design Services - Post Construction**												
3.7	Discussions with others for Hydrology and Hydraulics study	1	1	1	6	1	6			16	$ 3,778		$ 3,778
3.8	LSAA amendment and approval				8		6			14	$ 3,181		$ 3,181
3.9	Change order plans preparation and design services during Change order construction	1	1	1	10	1	16			30	$ 6,433		$ 6,433
3.10	Final walkthrough punch list and report and As built pla	1			1		3			5	$ 1,057		$ 1,057
	Task 3 Subtotal	**3**	**2**	**2**	**25**	**2**	**31**	**0**	**0**	**65**			
	Task 3 Cost per Staff	**$ 951**	**$ 779**	**$ 416**	**$ 7,092**	**$ 500**	**$ 4,712**	**$ -**	**$ -**		**$ 14,450**		**$ 14,450**
	Bidding and Design Services during Construction Tasks	**4**	**3**	**2**	**29**	**2**	**31**	**2**	**3**	**76**	**$ 17,420**		**$ 17,420**
Task 4	**Environmental Tasks during Construction phase**												
4.1	Preconstruction Surveys for special status species												
4.2	Exclusion Area Oversight												
4.3	Worker Environmental Awareness training (bio)						complete						
4.4	Agency Notification and Reporting												
4.5	Additional work from construction phase (unbilled)						see RCEC estimate			0	$ -	$ 9,216	$ 9,216
Task 4B	**Environmental Tasks - (Post 2025 Construction)**												
4.6	Post Construction - Restoration Installation									0	$ -	$ 60,766	$ 60,766
4.7	RDG bioengineering evaluation									0	$ -	$ 11,823	$ 11,823
4.8	Construction Bio services to implement LSAA amendment									0	$ -	$ 24,780	$ 24,780
4.9	LSAA amendment and updated CEQA NOE									0	$ -	$ 21,000	$ 21,000
5.0	Agency Notification and Reporting for LSAA amendment									0	$ -	$ 20,336	$ 20,336
	Task 4 Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**$ 147,921**	**$ 147,921**
	TOTAL (TASKS 1,3B and 4B)										**$ 17,420**	**$ 147,921**	**$ 165,341**
	TOTAL PROPOSED FEE (Amendment 2 to TO#1)												**$ 165,341**

Date	Invoice #	RCEC	VNLC	RDG	Total	Crosscheck	
Expended to Date							
6/24/2024	904.CNP.24.001.062424	$2,343	$0	$0	$2,343	$2,343	
7/12/2024	904.CNP.24.002.071224	$5,078	$0	$0	$5,078	$5,078	includes ACME billing
8/8/2024	904.CNP.24.003.080724	$1,995	$0	$0	$1,995	$1,995	includes ACME billing
10/14/2024	904.CNP.24.004.101424_REV	$13,625	$1,500	$0	$15,125	$15,125	includes ACME billing
12/19/2024	904.CNP.24.005.121924	$4,158	$3,105	$0	$7,263	$7,263	
4/2/2025	904.CNP.24.006.040225	$3,053	$0	$0	$3,053	$3,053	
6/2/2025	904.CNP.24.007.060225	$3,053	$0	$0	$3,053	$3,053	
8/3/2025	904.CNP.24.008.080725	$4,322	$11,514	$0	$15,836	$15,836	
9/19/2025	904.CNP.24.009.091925	$4,064	$16,979	$0	$21,043	$21,043	
11/10/2025	904.CNP.24.010.111025	$4,726	$23,291	$0	$28,017	$28,017	
12/5/2025	904.CNP.24.011.1205.25	$3,717	$9,483	$0	$13,200	$13,200	
	Total labor and ODCs to date:	**$50,135**	**$65,872**	**$0**	**$116,007**	**$124,784**	
Additional Costs							
1/20/2026	Unbilled WIP	$852	$7,925	$0	$8,777	$8,777	
	RDG bioengineering evaluation	$2,400	$0	$8,860	$11,260	$11,260	attached
	Construction bio services	$3,600	$20,000	$0	$23,600	$23,600	attached
	Restoration installation	$3,000	$54,872	$0	$57,872	$57,872	attached
	Agency reporting	$15,000	$5,000	$0	$20,000	$20,000	
	LSAA Amendment request	$16,968	$2,400	$0	$19,368	$19,368	attached
	Estimated cost to complete project:	**$40,968**	**$82,272**	**$8,860**	**$140,877**	**$140,877**	

Redtail Consulting
Environment & Community

Cost Estimate: City of Belmont Salson Trail & Culvert Project LSAA Amendment

1/12/2026

Task	Labor Costs			Subconsultants		Other Direct Costs		Scope & Assumptions
	Staff	Hours	Cost	Firm	Cost	Item	Cost	
1—Administrative Draft LSAA Amendment Request	Principal PM	40	$6,000	VNLC	$1,500	---	$0	Provides for preparation of administrative draft Request for LSAA Amendment for internal review, including CDFW request form and updated project description capturing project changes. Assumes supporting hydrology and hydraulics report and plans/specifications will be prepared by others. Assumes no need for updated CEQA review. All deliveries in Word/PDF. Assumes no new fieldwork or other technical studies needed to support preparation of amendment request.
	Labor subtotal:		*$6,000*	Mark-up	$105	Mark-up	$0	
				Subs subtotal:	*$1,605*	*ODCs subtotal:*	*$0*	
						Task Subtotal:	***$7,605***	
2—"Final" LSAA Amendment Package	Principal PM	10	$1,500	---	$0	---	$0	Provides for revision of administrative draft LSAA amendment request based on (1) round of review each by Mott MacDonald and City, and for online submittal of amendment request via EPIMS portal. Assumes no hard copies needed. Assumes online submittal via EPIMS portal, no hard copies required. Assumes amendment fee will be paid by City check direct to CDFW.
	Labor subtotal:		*$1,500*	Mark-up	$0	Mark-up	$0	
				Subs subtotal:	*$0*	*ODCs subtotal:*	*$0*	
						Task Subtotal:	***$1,500***	
3—CDFW Coordination & RFI Responses	Principal PM	30	$4,500	VNLC	$900	---	$0	Provides for response to (1) Incomplete letter and responses to minor follow-up RFIs; assumes questions will be comparatively minor and no additional technical work will be required to respond. Assumes pre-review of response to Incomplete letter by Mott MacDonald and City prior to delivery to CDFW, with revisions in response to (1) round of Mott MacDonald/City comments prior to CDFW submittal. All deliveries in Word/PDF.
	Labor subtotal:		*$4,500*	Mark-up	$63	Mark-up	$0	
				Subs subtotal:	*$963*	*ODCs subtotal:*	*$0*	
						Task Subtotal:	***$5,463***	
4—Amended LSAA Review & Execution	Principal PM	16	$2,400	---	$0	---	$0	Provides for review of draft amended LSAA and submittal of (1) round of comments to CDFW, followed by review of CDFW revisions and coordination of City signatures via EPIMS.
	Labor subtotal:		*$2,400*	Mark-up	$0	Mark-up	$0	
				Subs subtotal:	*$0*	*ODCs subtotal:*	*$0*	
						Task Subtotal:	***$2,400***	
5—Preparation & Filing of Updated CEQA NOE	Principal PM	16	$2,400	---	$0	---	$0	Provides for preparation of administrative Notice of Exemption updated to reflect project changes; revision in response to (1) round of Mott MacDonald comments and (1) round of City comments, delivery of "Final" filng-ready Notice of Exemption. All deliveries in Word/PDF. Assumes City will file NOE and filing fee will be paid by City direct to County Clerk-Recorder's office.
	Labor subtotal:		*$2,400*	Mark-up	$0	Mark-up	$0	
				Subs subtotal:	*$0*	*ODCs subtotal:*	*$0*	
						Task Subtotal:	***$2,400***	
						TOTAL:	**$19,368**	

TABLE 1. Anticipated November 2025 Cost Estimate to Perform Construction Monitoring for Salson Trail, San Mateo, CA
Updated 11/7/2025 by Vollmar Natural Lands Consulting for Redtail Consulting

LABOR		Task 1	Task 2	Task 3	Task 4	Task 5	Option Item 1	Option Item 2	TOTAL
Senior Biologist		12	0	0	0	16	80	0	108
Staff Biologist		0	0	0	0	0	0	0	0
TOTAL LABOR HOURS		**12**	**0**	**0**	**0**	**16**	**80**	**0**	**108**
LABOR (cost)	**Rate/Hr.**	**Task 1**	**Task 2**	**Task 3**	**Task 4**	**Task 5**	**Option Item 1**	**Option Item 2**	**TOTAL**
Senior Biologist	$135	$1,620	$0	$0	$0	$2,160	$10,800	$0	$14,580
Staff Biologist	$95	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL LABOR COST		**$1,620**	**$0**	**$0**	**$0**	**$2,160**	**$10,800**	**$0**	**$14,580**
SUBCONTRACTOR COSTS		**Task 1**	**Task 2**	**Task 3**	**Task 4**	**Task 5**	**Option Item 1**	**Option Item 2**	**TOTAL**
Bat specialist subconsultant (TBD)		$0	$0	$0	$0	$0	$0	$0	$0
Woodrat specialist subconsultant (TBD)		$0	$0	$0	$0	$0	$0	$0	$0
TOTAL SUBCONTRACTOR COST		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
OTHER DIRECT COSTS (ODCs)		**Task 1**	**Task 2**	**Task 3**	**Task 4**	**Task 5**	**Option Item 1**	**Option Item 2**	**TOTAL**
Vehicle Mileage ($0.67/per mile)		$0	$0	$0	$0	$0	$616	$0	$616
TOTAL ODCs		**$0**	**$0**	**$0**	**$0**	**$0**	**$616**	**$0**	**$616**
TOTAL COST		**$1,620**	**$0**	**$0**	**$0**	**$2,160**	**$11,417**	**$0**	**$15,197**

Tasks:

Task 1. Office Preparation and Project Management

Task 2. Pre-Construction surveys

Task 3. Monitor Fence Installation

Task 4. WEAP

Task 5. Reporting

Option Item 1. Construction Monitoring

Option Item 2. SFDFW Specialist

TABLE 2. Proposed Budget to Develop and Implement Final Restoration Plan for Salson Service Road Culvert Project, San Mateo County, California

Prepared November 7, 2025 by Vollmar Natural Lands Consulting

LABOR	Task 1	Task 2	Task 3	Task 4	Task 5A	Task 5B	Task 5C	Task 6	TOTAL
Senior Ecologist	12	0	12	32	24	2	0	16	98
Staff Ecologist II	0	0	0	24	0	6	4	4	38
Staff Ecologist I	0	24	12	8	72	0	0	4	120
TOTAL LABOR HOURS	**12**	**24**	**24**	**64**	**96**	**0**	**0**	**24**	**256**

LABOR (cost)	Rate/Hr.	Task 1	Task 2	Task 3	Task 4	Task 5A	Task 5B	Task 5C	Task 6	TOTAL
Senior Ecologist	$135	$1,620	$0	$1,620	$4,320	$3,240	$270	$0	$2,160	$13,230
Staff Ecologist II	$110	$0	$0	$0	$2,640	$0	$660	$440	$440	$4,180
Staff Ecologist I	$95	$0	$2,280	$1,140	$760	$6,840	$0	$0	$380	$11,400
TOTAL LABOR COST		**$1,620**	**$2,280**	**$2,760**	**$7,720**	**$10,080**	**$930**	**$440**	**$2,980**	**$28,810**

OTHER DIRECT COSTS (ODCs	Task 1	Task 2	Task 3	Task 4	Task 5A	Task 5B	Task 5C	Task 6	TOTAL
Vehicle Mileage ($0.67/per mile)	$0	$112	$56	$0	$168	$56	$56	$56	$504
Container Plants	$0	$0	$0	$0	$5,000	$270	$0	$0	$5,270
Mulch	$0	$0	$0	$0	$500	$660	$440	$0	$1,600
Browse protection	$0	$0	$0	$0	$1,200	$0	$0	$0	$1,200
TOTAL ODCs	**$0**	**$112**	**$56**	**$0**	**$6,868**	**$930**	**$440**	**$5,000**	**$8,574**

SUBCONTRACTOR (quote)	Task 1	Task 2	Task 3	Task 4	Task 5A	Task 5B	Task 5C	Task 6	TOTAL
Triangle Properties, Inc (Triangle)	$0	$0	$0	$0	$0	$11,790	$710	$0	**$12,500**

TOTAL PROJECT COST	**$1,620**	**$2,392**	**$2,816**	**$7,720**	**$16,948**	**$11,790**	**$710**	**$7,980**	**$49,884**
								10% Contingency Added	**$54,872**

Task 1: Project Communication: covers first year of communication needs

Task 2: Pre-Planting Field Survey: Oversee temporary fencing, erosion control placement, and vegetation clearing. Assumes two days of work.

Task 3: Post-Construction Field Survey: map disturbance areas with sub-meter GPS; identify planting palette and planting zones; establish photo-monitoring points

Task 4: Develop Final Restoration Planting Plan; provide any updates needed to address final disturbance areas and post-construction site conditions

Task 5A: Plant Restoration Area: includes site preparation, picking up plants from nursery, planting, mulching, re-taking photos, and mapping final planting locations. Includes costs for 40 Tubex tubes, 5 cubic yards of fir mulch at $78/cu yd, 30 oaks and 100 container plants based on local native plant nursery rates.

Task 5B: Water Tank Delivery, Installation, and Irrigation Line Installation: Triangle will Procure and coordinate delivery of a 2,000-gallon water tank; and Install valves for intake and outlet. Install both PVC and ½" polyethylene drip line with two 4-GPH emitters at each planting; and test run irrigation system to ensure everything is working properly.

Sub Task 5C: Silver waddle treatment: Trinagle will provide initial herbacide treatment for up to 50 silver waddle saplings.

Task 6: Prepare Restoration As-Built Report: will include updated drawings showing final planting locations, photographs, and management recommendations.

A. Salson Service Road and Culvert Repair Project

SCOPE OF SERVICES

Project Understanding

The Salson Service Road and Culvert Repair Project is a City of Belmont, California project located on an unpaved fire road adjacent to the Sugar Loaf Open Space. The project involves replacing a failing culvert and repairing a storm-damage roadway along East Laurel Creek, a riparian corridor with sensitive biological resources, including special-status species and regulated habitats. The improvements were constructed in the summer of 2025 and include installing a larger reinforced concrete culvert, a concrete headwall with wing walls, debris catcher poles, and rock slope protection/riprap.

Although the site was winterized prior to the 2025-2026 winter season, erosion has developed at the upstream end. Redtail Consulting asked Restoration Design Group (RDG) to evaluate whether this instability can be addressed with soil bioengineering techniques or if additional riprap is warranted. Bioengineering, which integrates vegetation and natural materials into infrastructure, may help enhance ecological function, reduce erosion, and improve habitat connectivity while meeting project objectives. RDG will conduct a feasibility evaluation to determine whether bioengineering solutions can be effectively applied to this project. If bioengineering is deemed feasible, RDG can prepare any necessary planning and construction documents as an additional service.

General Assumptions

The scope of services and associated fee are based on the following general assumptions that apply to all tasks unless specifically modified within individual task assumptions:

- Redtail Consulting will be the primary point of contact for RDG and will provide direction, schedule and deliverable review.
- Redtail Consulting will provide timely access to all relevant existing documents, studies, reports, previous designs, and institutional knowledge necessary to complete the work. RDG shall be entitled to rely upon the accuracy and completeness of such information.
- All services not specifically described in this scope are excluded and not included in the fee.

RESTORATION DESIGN GROUP, INC

BERKELEY
800 Hearst Avenue
Berkeley
California 94710
510.644.2798

MEDFORD
1495 S Oakdale Avenue
Medford
Oregon 97501
541.238.2812

RestorationDesignGroup.com

Task 1. Feasibility Evaluation

RDG will evaluate the suitability of bioengineering techniques for the culvert replacement project, considering ecological, hydrological, and engineering factors.

Site Assessment and Data Review: RDG will review the existing biological resources evaluation, hydrological data, and project design plans and conduct a site visit to assess current conditions, including soil stability, vegetation cover, hydrology, and potential constraints. RDG will identify the applicability of soil bioengineering to address the observed erosion and potential future instability at the upstream end of the culvert.

Bioengineering Options Analysis: RDG will evaluate potential bioengineering techniques, such as live staking, brush layering, coir rolls, and willow wattles. RDG will assess the compatibility of these techniques with the project's engineering requirements, including stability, flow capacity, and debris management. RDG will consider the potential benefits of bioengineering for habitat enhancement, water quality improvement, and erosion control.

Feasibility Report: RDG will prepare a brief memorandum summarizing findings, including:

- Site conditions and constraints.
- Recommended bioengineering techniques and their expected benefits.
- Recommendations for implementation, including design considerations and maintenance requirements.
- Rough order of magnitude (ROM) costs for construction of proposed bioengineering improvements.

Deliverables:

- Feasibility Memorandum (draft for internal review and final)
- Review meeting with City of Belmont

Assumptions:

- Redtail Consulting will provide/coordinate site access and obtain all necessary permissions for field investigations on private or public property.
- Review and Coordination is limited to the time shown.

B. COMPENSATION

	E. Stromberg	Various	
	Principal Landscape Architect	Landscape Designer/EIT	
	$ 200	$ 135	Total
Task 1. Feasibility Evaluation			
Data Review	1	1	
Field Prep	0	2	
Site Visit	8	8	
Field Data Processing	2	8	
Feasibility Memo	4	8	
Review Meeting and Coordination	8	4	
Subtotal hours	23	31	
Subtotal fee	$ 4,600	$ 4,185	$ 8,785
Expenses			
Mileage			$ 75
TOTAL			**$ 8,860**

Typical project reimbursables include printing costs, mileage, parking, or courier delivery (if requested).

Hourly Staff Rates	**2026**
RDG Principal	$225/hr
Principal Civil Engineer	$225/hr
Principal Landscape Architect	$200/hr
Assoc. Principal Landscape Architect	$175/hr
Landscape Architect	$150/hr
Landscape Designer	$135/hr
Junior Engineer	$125/hr

Reimbursables

Mileage	$.70/mile or current rate
Direct Costs/Reimbursables	(Cost+10%)

STAFF REPORT

Meeting Date: March 10, 2026

Agency: City of Belmont

Staff Contact: Laura Russell, Deputy Community Development Director, lrussell@belmont.gov
Christopher Dacumos, Contract Senior Planner, cdacumos@goodcityco.com

Agenda Title: 1301 Shoreway Road Commercial Development Project

Agenda Action: Ordinance

Recommendation

1. Adopt a Resolution adopting the CEQA Findings of Fact, certifying the Environmental Impact Report, and adopting the Mitigation Monitoring and Reporting Program.
2. Adopt an Ordinance Rezoning 1301 Shoreway Road from Regional Commercial (RC) to Planned Unit Development (PD), adopting the Conceptual Development Plan, and approving the Development Agreement.
3. Adopt a Resolution approving the Detailed Development Plan, Conditional Use Permit, Design Review, Grading Plan and Permit, and Tree Removal Permit.

Strategic Focus Area

Economic Development

Background

The owner, 1 Shoreway Owner, LLC, represented by Four Corners Properties ("applicant"), proposes to redevelop 1301 Shoreway Road. The applicant submitted a proposal in June 2022 to redevelop the site to an office and/or life science project.

Public Engagement and Review

The City created a project page with information for the public to review. The City has held six public meetings with the Planning Commission or City Council to seek feedback from the community and to review the project. The following are dates of and links to documents for meetings held:

- May 7, 2024 – Preliminary Site Plan and Design Review
- July 16, 2024 – Receive feedback on the scope of the environmental review
- November 4, 2024 – Receive comments on the Draft Environmental Impact Report
- October 28, 2025 – Receive feedback on the draft Development Agreement terms
- January 20, 2026 – Consider Recommending the Certification of the Environmental Impact Report, Rezoning from Regional Commercial to Planned Development, and Related Project Entitlements
- February 24, 2026 – Public Hearing to receive comments on the project, consider the Planning Commission's recommendations, introduce an Ordinance Rezoning the site, and review other entitlements

Analysis

A detailed analysis of the project, including background, requested entitlements, design evaluation, and environmental review summary, is provided in the Planning Commission and City Council staff reports linked at the end of this report.

City Council Review

At their February 24, 2026 meeting, the City Council conducted a public hearing, reviewed the project, and considered the Planning Commission's recommendations. The City Council indicated that the project location is appropriate for the proposed uses and scale. Councilmembers also expressed support for the flexibility provided through the Planned Unit Development zoning district and the proposed community benefit package. While acknowledging that the project would generate additional vehicle trips, several Councilmembers encouraged the applicant to work with future tenants to participate in shuttle services and implement other trip-reduction measures. The City Council introduced the proposed ordinance by a vote of 5-0.

Environmental Review

The City prepared a Draft Environmental Impact Report (EIR) to assess the project's potential environmental impacts as required by the California Environmental Quality Act. The Draft EIR determined all potentially significant impacts could be reduced to less than significant with implementation of mitigation measures identified in the Mitigation Monitoring and Reporting Program (MMRP). The City also prepared a Final EIR which includes responses to all comments received on the Draft EIR. The Final EIR, which incorporates the MMRP, is attached as Exhibit A to Attachment 1 and is linked here.

Alternatives

1. Continue the item for more discussion.
2. Refer the item back to staff for further evaluation.

Attachments

1. Resolution Certifying the Environmental Impact Report and adopting the Mitigation Monitoring and Reporting Plan and Findings of Fact.

    - Exhibit A – Findings of Fact
    - Exhibit B – Final Environmental Impact Report and Mitigation Monitoring and Reporting Program

2. Ordinance Rezoning 1301 Shoreway Road from Regional Commercial (RC) to Planned Unit Development (PD), adopting the Conceptual Development Plan, and approving the Development Agreement

    - Exhibit A – Belmont Zoning Map Amendment
    - Exhibit B – Conceptual Development Plan
    - Exhibit C – Development Agreement
    - Exhibit D – Findings and General Plan Consistency

3. Resolution approving the Design Review, Detailed Development Plan, Conditional Use Permit, Grading Plan and Permit, and Tree Removal Permit
    - Exhibit A – Detailed Development Plans (Project Plans)

- Exhibit B – Findings
- Exhibit C – Conditions of Approval

Links

- February 24, 2026 – City Council Public Hearing Staff Report
- January 20, 2026 – Planning Commission Public Hearing Staff Report
- City's 1301 Shoreway Project Page (includes additional project related documents)

Fiscal Impact

☒ No Fiscal Impact	There is no direct fiscal impact to this entitlement. Applicant and development related fees and corresponding City expenditures to process the project are accounted for in the Development Services Fund, General Plan Maintenance Fee Fund, and various impact fee funds. Future operation of the office and/or life science project will generate City service demands/expenditures but also revenue from property taxes, as well as through community benefit contributions.
☐ Funding Source Confirmed:	

Source:	**Purpose:**	**Public Outreach:**
Staff	Council Vision/Priority	Posting of Agenda

RESOLUTION NO. 2026____

RESOLUTION OF THE CITY COUNCIL TO ADOPT THE CEQA FINDINGS OF FACT AND CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT AND ADOPT THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE 1301 SHOREWAY PROJECT (APPL. NO. PA2022-0024)

WHEREAS, Four Corners Properties submitted an application to the City of Belmont for the construction of two office and/or life science buildings and an above ground parking garage ("Project") at 1301 Shoreway Road in Belmont (Assessor Parcel Number: 040-371-110); and,

WHEREAS, on June 19, 2024, the City sent a Notice of Preparation of an Environmental Impact Report ("EIR") for the Project to the State Clearinghouse and responsible agencies, trustee agencies, and interested parties, under California Code of Regulations Title 14 ("14 CCR"), Section 15082 and Public Resources Code ("PRC") Section 21080.4, to review and provide comment on the scope of the EIR with a 37 day comment period ending on July 26, 2024; and,

WHEREAS, the City received eight (8) comment letters from interested parties, State, regional, and local public agencies during the public review period; and,

WHEREAS, the City completed the Draft EIR and filed a Notice of Completion with the State Clearinghouse (identified by SCH#2024060880) in accordance with 14 CCR Section 15087 for a 45-day public review period commencing on October 8, 2024, and ending on November 22, 2024, in accordance with PRC Section 21161 and 14 CCR Section 15085; and,

WHEREAS, the City prepared a Notice of the Availability of the Draft EIR for public review and comment in accordance with PRC Section 21092(b) and 14 CCR Section 15087(c), and on October 8, 2024, provided the Notice to parties who had requested it as required by PRC Section 21092(b)(3) and 14 CCR Section 15087(a), filed the notice with the County of San Mateo Recorder's Office as required by PRC Section 21092.3 and 14 CCR Section 15087(d), mailed notice to property owners within a 300 foot radius of the site, and posted the Notice at the site, in accordance with PRC Section 21092(b)(3) and 14 CCR Section 15087(a); and,

WHEREAS, on October 8, 2024, the City made the Draft EIR available for public inspection at City Hall and at the Belmont Public Library, and posted a copy on the City's website in accordance with 14 CCR Sections 15087(g) and 15201; and,

WHEREAS, for at least 45 days following publication, posting and direct mailing of the Notice of Availability, the public was given an opportunity to comment, in writing, on environmental issues related to the Project; and,

WHEREAS, the Planning Commission held a public meeting for the Project on November 4, 2024, at which meeting the Commission reviewed and considered the Draft EIR, received oral and written comments from the public, and gave input to staff; and,

WHEREAS, the public was given a meaningful opportunity to comment on the substantial adverse environmental effects of the Project and the feasible means to mitigate or avoid such effects, and the City received a total of seven comment letters on the Draft EIR; and,

WHEREAS, the Final EIR dated January 2026, includes: (1) the comments and recommendations received on the Draft EIR; (2) the list of persons, organizations, and public agencies that commented on the Draft EIR; (3) the City's responses to the significant environmental points raised by the comments submitted during the review consultation process; and (4) revisions to the Draft EIR, consistent with PRC Section 21092.5(a) and 14 CCR Sections 15088, 15089, and 15132; and,

WHEREAS, the City has duly mailed written responses to comments to all public agencies that commented on the Draft EIR as required by PRC Section 21092.5, and sent courtesy copies of the responses to members of the public that commented; and

WHEREAS, the EIR consists of the Draft EIR and the Final EIR; and

WHEREAS, at a regular meeting conducted on January 20, 2026, the Planning Commission held a duly noticed public hearing at which hearing the Commission considered the Project, received public testimony and evidence, and received a staff report and presentation on the Final EIR and the record of proceeding for the Final EIR; and

WHEREAS, on January 20, 2026, the Planning Commission adopted Resolution No. 2026-_____ recommending that the City Council certify the Final EIR and adopt the CEQA Findings of Fact and adopt the Mitigation Monitoring and Reporting Program ("MMRP") for the 1301 Shoreway Project.

WHEREAS, on February 24, 2026, the City Council of the City of Belmont ("City"), following notification in the prescribed manner, conducted a public hearing, at which hearing the Council considered public testimony and a staff report on the aforementioned EIR Findings of Fact, Final EIR, and MMRP; and

NOW, THEREFORE, the City Council of the City of Belmont resolves:

1. The City Council, having independently heard, considered, and weighed all the evidence in the record, finds that the above recitals are accurate and constitute findings in this matter and, together with the staff report and the application materials, including without limitation the Final EIR, Project plans, and all other documents, reports, studies, memoranda, maps, oral and written testimony, and materials in the City's file for the applications and the Project, and all adopted City planning documents relating to the Project and the property including the City's General Plan, Municipal Code, Zoning Ordinance, and other applicable City laws and regulations, and all associated approved and certified environmental documents, have together served as an adequate and appropriate evidentiary basis for the findings and actions set forth in this Resolution and are hereby incorporated by reference.

2. CEQA. The City Council, based on its independent judgment and analysis, certifies the Final EIR and adopts the MMRP, both of which are on file in the Office of the City Clerk of the City of Belmont, and incorporated herein by this reference, based on the following findings:

a. The City of Belmont is the lead agency under CEQA for preparing the EIR and is the entity with final decision-making authority with regard to approval of the proposed Project.

b. The Final EIR has been completed in compliance with CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (Title 14, Section 15000 et seq., of the California Code of Regulations) and the applicable provisions of the Belmont Municipal Code.

c. The Final EIR was reviewed and considered by the Planning Commission prior to the City Council's rendering of any decision regarding the approval of the Project entitlements.

d. The Final EIR reflects the City's independent judgment and analysis and has been found by the City to be adequate to support the City's consideration of the Project entitlements.

e. The information added in the Final EIR does not constitute new significant information requiring recirculation.

f. Pursuant to Section 15091 of the CEQA Guidelines, the City's actions with respect to the Project shall be based upon and subject to the findings, conclusions, mitigation measures and statements set forth in the Findings of Fact required by the California

Environmental Quality Act dated _____, 2026 and attached hereto as Exhibit A and incorporated herein by reference.

g. Pursuant to Section 15091 of the CEQA Guidelines, any subsequent actions or approvals to implement the Project shall be based upon and subject to the findings, conclusions, mitigation measures and statements set forth in the Findings of Fact required by the California Environmental Quality Act dated _____, 2026 and attached hereto as Exhibit A.

The City Council, based on its independent judgment and analysis and pursuant to Section 15091 of the CEQA Guidelines, adopts the CEQA Findings of Fact attached hereto and incorporated herein as Exhibit A. Having fully reviewed, considered, and evaluated, pursuant to Section 15092 of the CEQA Guidelines, all of the testimony and evidence submitted in this matter and based on its independent judgment and analysis, the City Council certifies the Final EIR and adopts the MMRP (collectively included as Exhibit B), both of which are on file in the Office of the City Clerk of the City of Belmont and incorporated herein by this reference.

* * * * * * * * * * * * *

ADOPTED _____, 2026 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST

_____ _____

City Clerk Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

TO RESOLUTION 2026-_____

CITY OF BELMONT

FINDINGS OF FACT

FOR THE:

1301 SHOREWAY PROJECT

PURSUANT TO THE CALIFORNIA ENVIRONEMNTAL QUALITY ACT

1 INTRODUCTION

The City of Belmont (City), as lead agency under the California Environmental Quality Act Public Resources Code Section 21000, et seq. (CEQA), prepared an Environmental Impact Report (State Clearinghouse No. 2016082075, EIR) for the 1301 Shoreway Project (Project). The EIR is a project-level EIR prepared pursuant to CEQA Guidelines Section 15168 and consists of the Draft Environmental Impact Report released on October 8, 2024 (Draft EIR), and the Final Environmental Impact Report released on January 8, 2026 (Final EIR). The EIR addresses the potential environmental effects associated with the Project.

A public agency may not approve or carry out a project for which an EIR has been certified that identifies one or more significant environmental effects, unless the public agency makes one or more written findings for each of those significant effects. Each finding must be accompanied by a brief explanation of the rationale for each finding (CEQA Guidelines Section 15091).

1.1 Project Description

The Project is a proposal for an office and life science/research campus and associated parking structure located on a 6.91-acre Project site at 1301 Shoreway Road within the city of Belmont. The site is located on one parcel (Accessor Parcel Number [APN] 040-371-110) and bounded by Shoreway Road to the west, Sem Lane to the north, Belmont Creek and Redwood City to the east, and a PG&E electrical substation to the south. The Project site is currently developed with a 148,919 square foot multi-tenant medical office building and associated surface parking and landscaping. The proposed development includes 542,035 square feet of employment uses (e.g., office and/or life science space), a 442,690-square-foot parking garage, and landscape improvements including a central courtyard.

The proposed Project would involve demolition of the existing 148,919-square-foot medical office building and surface parking lot, tree removal and replanting or replacement, and the development of a new complex consisting of two commercial office and/or life science laboratory buildings. Building 1 would be located on the western portion of the Project site adjacent to Shoreway Road and Building 2 would be on the northeastern portion of the Project site along Sem Lane. Buildings 1 and 2 are proposed to be 8 and 7 stories tall, respectively. The Project also involves the removal of 157 existing trees and planting and/or transplanting of 147 new trees. While no tenants have been identified, the applicant has

indicated that the life science use could potentially be occupied with laboratories with a biosafety level (BSL) of up to BSL-3. The southeast portion of the property would be developed with a 9-level parking garage to serve both buildings, with a total of 1,533 spaces. Ninety-three additional spaces are provided on-site at grade. The total number of spaces provided is 1,626The site would also include a central plaza as well as other amenities such as landscaped areas and sports courts.

The Project site has a General Plan land use designation of Regional Commercial (COM-R) and corresponding zoning of Regional Commercial (RC). The Project involves a rezoning from the current RC designation to a Planned Unit Development (PD) zoning designation with an associated Conceptual Development Plan and Detailed Development Plan (CDP & DDP) to allow for life science/laboratory and research uses along with increased building height. The PD District is designed to accommodate various types of development, such as professional and administrative areas, commercial service centers, industrial parks, and other uses or a combination of uses, to allow flexibility of design, in accordance with the objectives and spirt of the General Plan.

The Project is proposed to be constructed as a single action/single phase, but with primary structures constructed in sequence to allow planned construction staging and flow of materials and equipment. The general sequence of activity would involve site clearing and demolition, grading and excavation, utility relocation, foundations, building erection, and final finishes. Equipment and materials would be staged and moved as necessary during construction. Construction activities are anticipated to last approximately 18 to 20 months. The Final EIR identified several potentially significant environmental effects associated with Project implementation; however, all potentially significant impacts were determined to be reduced to less than significant with implementation of mitigation measures.

1.2 Purpose of the Findings

The purpose of the Findings of Fact (Findings) that follow is to satisfy CEQA's requirements as set forth Public Resources Code Section 21000, et seq., and Sections 15091, 15092, 15093 and 15097 of the CEQA Guidelines associated with approval of the Project. The Findings set forth below are presented for consideration and adoption by the City Council as the City's independent findings under the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.).

The Findings provide the written explanation, evidence, reasoning, and conclusions of the City regarding the Project's environmental impacts, mitigation measures, and alternatives, which in the City's judgement, justify approval of the 1301 Shoreway Project.

2 PROJECT OBJECTIVES

The applicant is proposing a an office and/or life science campus and an associated parking structure at 1301 Shoreway Road, consistent with allowable uses for the property under the 2035 General Plan. The Project would create life science/laboratory research space and supporting office that would generate economic and jobs growth within the city. The Project, or alternatives to the Project, must meet all or most of the following stated applicant and City objectives:

Applicant Objectives:

1. Create an integrated office and/or life science campus in an underutilized area of Belmont with a cohesive courtyard and with sufficient parking.
2. Build a project in a highly visible and accessible corridor to increase employment opportunities in the City of Belmont.
3. Create additional green space.
4. Provide Transportation Demand Management measures to reduce and mitigate vehicle miles traveled generated by the project.
5. Achieve architectural compatibility with surrounding vicinity through well-articulated buildings.
6. Address flood elevation requirements.
7. Improve site aesthetics through enhanced landscaping and amenities.
8. Provide access to and amenities on lands within Bay Conservation and Development Conservation (BCDC) jurisdiction consistent with BCDC guidelines.
9. Deliver a sustainable and energy efficient project to reduce carbon load impact.
10. Improve street and pedestrian safety as well as vehicular, pedestrian and bicycle access through design efficiencies.

3 RECORD OF PROCEEDINGS AND CUSTODIAN OF RECORD

Pursuant to CEQA Guidelines Section 15367, the City is the Lead Agency for the Project. Accordingly, the City has taken the following actions in relation to the EIR to satisfy CEQA:

- The City sent the Notice of Preparation (NOP) of the EIR to the State Clearinghouse and to state, local, and regional agencies on June 19, 2024. The City accepted written comments on the scope of the EIR until July 26, 2024, and concerns raised in response to the NOP were considered during preparation of the Draft EIR. The written comments that the City received in response to the NOP are included as Appendix X of the Draft EIR.
- On October 8, 2024, the City published a Notice of Availability (NOA) for the Draft EIR, and the Draft EIR was concurrently submitted to the Office of Planning and Research State Clearinghouse (the State Clearinghouse) and circulated for public review and comment as well as to solicit comments from agencies and individuals on the adequacy and accuracy of the Draft EIR. The City distributed copies of the Draft EIR to state agencies, local governments, elected officials, groups, and interested parties on the City's mailing list. The Draft EIR was made available through the following website maintained by the City:
    - https://www.belmont.gov/home/showpublisheddocument/24007/638639803042670000
- The Draft EIR was also made available for public review in printed form at the public counter of the Community Development Department-Permit Center at Belmont City Hall and at the Belmont Public Library throughout the public comment period.
- The Draft EIR's public review period encompassed 45 days between October 8, 2024 and November 22, 2024.
- On January 8,2026, the City released the Final EIR. All comments received on the Draft EIR during the public comment period were responded to and included in the Final EIR. Collectively the Final EIR and the Draft EIR as amended by the Final EIR constitute the EIR for the Project.

- On January 20, 2026, the Planning Commission conducted a duly and properly noticed public hearing on certain components of the Project. The Planning Commission recommended that the City Council certify the EIR. The Planning Commission also recommended that the City Council approve the proposed 1301 Shoreway Project.

- On _____, 2026 the City Council certified the EIR following a duly and properly noticed public hearing and adopted the Mitigation Monitoring and Reporting Program (MMRP) and the Findings and the City Council approved the Project.

For purposes of CEQA and the analysis set forth in these Findings, the record of proceedings (the "Administrative Record") consists of the following documents and testimony, and at a minimum:

- The NOP, comments received on the NOP, the NOA, and all other public notices issued by the City in relation to the Project or the EIR;

- The EIR, including the Final EIR issued on January 8, 2026 and the Draft EIR as amended by the Final EIR, including all technical materials cited in the document;

- The MMRP and all appendices to the Draft and Final EIR;

- All non-draft and non-confidential reports and memoranda prepared by the City and its consultants in relation to the Project and the EIR;

- Minutes of the discussions regarding the Project and/or Project components at public hearings or scoping meetings held by the Planning Commission and the City Council;

- Staff reports associated with Planning Commission and City Council hearings on the Project or the EIR;

- All of the comments and staff responses entered into the record orally and in writing between, as well as accompanying technical memoranda or evidence entered into the record;

- Matters of common knowledge to the City Council which they consider, such as the City's existing General Plan, any other applicable specific plans or other similar plans, and the City's Municipal Code; and,

- Any other category of material identified in Public Resources Code Section 21167.6 prepared in connection with Project or the EIR.

The Community Development Department is designated as the custodian of the documents and record of proceedings on which this decision is based. The documents and materials that constitute the administrative record are available for review at the City of Belmont Community Development Department, One Twin Pines Lane, Suite 310, Belmont, CA 94002 and the telephone number is (650) 595-7417.

4 FINDINGS ARE DETERMINATIVE

The City Council certifies that the EIR has been completed in compliance with CEQA and that it was presented to, and reviewed and considered by, the City Council prior to acting on the Project. In so certifying, the City Council recognizes that there may be differences in and among the different sources of information and opinions offered in the documents and testimony that make up the EIR and the Administrative Record; that experts disagree; and that the City Council must base its decision and these Findings on the substantial evidence in the record that it finds most compelling. Therefore, by these Findings, the City Council ratifies, clarifies, and/or makes insignificant modifications to the EIR and resolves that these Findings shall control and are determinative of the significant impacts of the Project.

The mitigation measures proposed in the EIR and further described in Section 5 of these Findings are adopted in these Findings, substantially in the form proposed in the EIR, with such clarifications and non-substantive modifications as the City Council has deemed appropriate to implement the mitigation measures, if any. Further, the mitigation measures adopted in these Findings are expressly incorporated into the Project.

The analysis and determinations in these Findings are to be considered as an integrated whole and, whether or not any subdivision of these Findings fails to cross-reference or incorporate by reference any other subdivision of these Findings, that any finding or determination required or permitted to be made shall be deemed made if it appears in any portion of this document. All of the text included in this document constitutes findings and determinations, whether or not any particular caption sentence or clause includes a statement to that effect.

Each finding in these Findings is based on the entire record. The omission of any relevant fact from the summary discussions below is not an indication that a particular finding is not based in part on the omitted fact.

Many of the mitigation measures imposed or adopted pursuant to these Findings to mitigate the environmental impacts identified in the Administrative Record may have the effect of mitigating multiple impacts (e.g., conditions imposed primarily to mitigate traffic impacts may also secondarily mitigate air quality impacts, etc.). The City Council has not attempted to exhaustively cross-reference all potential impacts mitigated by the imposition of a particular mitigation measure; however, such failure to cross-reference shall not be construed as a limitation on the potential scope or effect of any such mitigation measure.

5 IMPACTS, MITIGATION MEASURES, AND FINDINGS

In conformance with CEQA Guidelines Section 15091, this section of the Findings lists each significant environmental effect of the Project identified in the EIR; describes those mitigation measures recommended in the EIR; and, as required by Section 15091(a), finds that either: (i) the adopted mitigation measures have substantially lessened the significant effect; (ii) the adopted mitigation measures, though implemented, do not substantially lessen the significant effect; (iii) the mitigation measures cannot be adopted and implemented because they are the responsibility of another public agency; or (iv) that specific considerations make mitigation measures infeasible. All feasible mitigation measures referenced below have been incorporated into the MMRP, further described in Section 11 of

these Findings. Any future projects approved or constructed pursuant to the Project will incorporate all conditions contained in the MMRP.

5.1 Issues With No Impact or Less Than Significant Impacts

The Initial Study/Notice of Preparation determined that the following environmental categories do not have the potential to be significantly impacted by the proposed 1301 Shoreway Project. Environmental categories under which there would be no impacts or less than significant impacts include the following:

- Energy
- Greenhouse Gas Emissions
- Hydrology and Water Quality
- Land Use, Population, and Housing
- Public Services and Recreation

All feasible mitigation measures listed below have been incorporated into the MMRP, further described in Section 11 of these Findings. Any future projects approved or constructed pursuant to the Project will incorporate all conditions contained in the MMRP.

Unless otherwise noted, all page numbers shown below refer to the Draft EIR as modified by the Final EIR.

Aesthetics

Impact AES-1: The Project would alter the visual character or quality of the site and its surroundings as seen from public viewpoints.

- **Significant Environmental Effect:** This impact is further described beginning on page 5-18 of the Draft EIR. The Project would degrade the visual character and quality of the site in the immediate area, including along the trail along the creek, during approximately 18-20 months of construction.

- **Mitigation Measures:** The following mitigation measure as discussed in the Draft EIR at pages 5-18 is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

  MM AES-1.1 Construction Screening: To minimize and soften the visual effects of construction as seen from nearby businesses and adjacent land uses, the project proponent shall incorporate construction fencing or screening around the perimeter of the site. The screening material shall be of sufficient height to mask ground-level activities. Screening shall remain in place during site preparation and new building construction. Screening shall not be necessary during the final stages of construction when architectural coatings, detailing and landscaping are applied.

- **Finding:** Mitigation Measure (MM) AES-1.1 requires construction fencing or screening to be installed around the perimeter of the project site to minimize and soften the visual effects of construction. The site consists of low visual quality and there are no significant visual features or

landmarks on or near the site. Screening of sufficient height to mask ground-level construction activities would effectively reduce the visibility of the project during construction by trail users, adjacent hotels, businesses, and mitigate impacts to a **less than significant level with mitigation**.

Impact AES-3: The Project would introduce new sources of light and glare to the Project site and Project area.

- **Significant Environmental Effect:** This impact is further described beginning on page 5-28 of the Draft EIR. Due to increases in building height, the project would create new sources of glint or glare from windows and reflective surfaces, which could cause bird strikes and affect neighboring properties and Highway 101 at certain times of the day.

- **Mitigation Measures:** The following mitigation measure as discussed in the Draft EIR at pages 5-28 and 5-29 is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

  MM AES-3.1 Light/Glare Reduction and Design: Prior to the issuance of building permits, final improvement, lighting and architectural plans shall clearly demonstrate the light glare reducing features and finishes of the project. Lighting and finishes shall be selected to reduce reflective glare, bird strike, and light spill to neighboring properties and habitat areas.

- **Finding:** MM AES-3.1 requires that lighting and architectural plans clearly demonstrate light and glare reducing features and finishes of the project to reduce reflective glare, bird strike, and light spill into neighboring properties and habitat areas. Implementation of MM AES-3.1 would reduce lighting impacts to a **less than significant level with mitigation**.

Air Quality

Impact AQ-2: The Project could result in a cumulatively considerable net increase of a criteria pollutant for which the Project region is in non-attainment under an applicable federal or State ambient air quality standard.

- **Significant Environmental Effect:** This impact is further described on pages 6-23 through 6-25 of the Draft EIR. The project would temporarily generate construction emissions through the use of heavy equipment, construction worker vehicle trips, on-road truck trips, paving, and the use of architectural coatings.

- **Mitigation Measures:** The following are mitigation measures included in the City's General Plan EIR, discussed in the Draft EIR on page 6-19, and are hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

  MM AQ-1: Require Tier 4 Engines on Construction Equipment: All applicants proposing development of projects within Belmont 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 an EPA-approved Tier 4 or newer engine.

Exemptions can be made for specialized equipment where 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. ARB regulations will result in the percentage of Tier 4 engines increasing over the next several years.

MM AQ-3: Require Low-VOC Coatings During Construction: All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related fugitive ROG emissions by ensuring that low-VOC coatings that have a VOC content of 10 grams/liter (g/L) or less are used during construction. The project applicant will submit evidence of the use of low-VOC coatings to BAAQMD prior to the start of construction.

MM AQ-4: Require Fugitive Dust Best Management Practices: All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related fugitive dust by implementing BAAQMD's basic control measures at all construction and staging areas. The following measures are based on BAAQMD's current CEQA guidelines:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) will be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material offsite will be covered.
- 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.
- All vehicle speeds on unpaved roads, driveways, or driving surfaces shall be limited to 15 mph.
- 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.
- 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 District will also be visible to ensure compliance.

- **Finding:** MMs AQ-1, AQ-3, and AQ-4 from the City of Belmont's General Plan EIR require management and specific methods to control fugitive dust and pollutants for all development within the city. With the incorporation of MMs AQ-1, AQ-3, and AQ-4 into the air quality modeling assumptions and implementation of the MMs, which are already required by the City's General Plan EIR, potentially significant pollutant impacts during construction would be reduced to a **less than significant impact with mitigation** and no further measures would be required.

Biological Resources

Impact BIO-1: The Project could have a direct or indirect adverse effect on special status species.

- **Significant Environmental Effect:** This impact is further described on pages 7-16 through 7-22 of the Draft EIR. Construction of the project has the potential to result in direct and indirect impacts to special-status avian, mammal, and fish species and associated sensitive habitats surrounding the project site, such as Belmont Creek and nearby tidal marshes.

- **Mitigation Measures:** The following mitigation measures as discussed in the Draft EIR at pages 7-16 through 7-21 are hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

  MM BIO-1.1 Avoidance and Preconstruction Surveys:

  - Seasonal Avoidance. Tree removal, demolition, and the start of construction activities shall be scheduled to avoid the nesting season. If such activities take place outside the nesting season, all impacts on nesting birds protected under the MBTA and California Fish and Game Code will be avoided. The nesting season for most birds in San Mateo County extends from February 1 through August 31.

  - Preconstruction/Pre-disturbance Surveys. If it is not possible to schedule construction activities between September 1 and January 31, then preconstruction surveys for nesting birds shall be conducted by a qualified biologist to ensure that no nests of migratory birds will be disturbed during project implementation. These surveys shall be conducted no more than 7 days prior to the initiation of tree removal, demolition, ground disturbance, or construction activities for each construction phase. During this survey, the biologist will inspect all trees and other potential nesting habitats (e.g., trees, shrubs, buildings, and the ground) in and immediately adjacent to the impact areas for migratory bird nests.

  - Buffers. If an active nest is found within areas that would be disturbed by project activities, the ornithologist will determine the extent of a construction-free buffer zone to be established around the nest (typically 300 ft for raptors and 100 ft for other species), to ensure that no nests of species protected by the MBTA and California Fish and Game Code will be disturbed during project implementation.

  - Inhibition of Nesting. If construction activities will not be initiated until after the start of the nesting season, all potential nesting substrates (e.g., bushes, trees, grasses, and other vegetation) that are scheduled to be removed by the project may be removed prior to the start of the nesting season (e.g., prior to February 1). This will preclude the initiation of nests in this vegetation and prevent the potential delay of the project due to the presence of active nests in these substrates.

  MM BIO-1.2 Project Construction Precautionary Measures

  - Worker Environmental Awareness Program. Before any construction activities begin, a qualified biologist shall conduct a training session for all construction personnel. At a

minimum, the training will include descriptions of the salt marsh harvest mouse and salt marsh wandering shrew, their habitats, the laws protecting them, the general measures that are being implemented to conserve these species as they relate to the project, and the boundaries within which the project may be accomplished.

- Exclusion Barrier. Prior to the start of construction activities along the eastern edge of the project site, a barrier will be installed at the outer limits of the work area on the east side of the project site to exclude salt marsh harvest mice and salt marsh wandering shrews from the project site. This barrier will consist of a 3-ft tall, tight cloth, smooth plastic, or sheet-metal (or similar material) fence toed into the soil at least 3 inches deep and supported with stakes placed on the inside of the barrier. Following the installation of the barrier, designated construction personnel will check its integrity each morning that construction activities occur and will initiate repairs immediately as needed.

- Environmentally Sensitive Area Fencing. Prior to the start of construction activities along the eastern edge of the project site, the project limits on the east side of the site will be clearly demarcated with highly visible Environmentally Sensitive Area fencing to avoid inadvertent disturbance of any habitat outside of the designated construction area during construction activities. This fencing may be combined with the exclusion barrier but must not be outside that barrier.

- Immediate Work Stoppage. If a salt marsh harvest mouse, salt marsh wandering shrew, or an animal that could be one of these species is observed on the project site during project activities, all work that could result in the injury or death of the animal will stop immediately and a qualified biologist will be immediately notified. The animal will be allowed to leave the area on its own and shall not be handled except by a qualified biologist authorized to do so.

MM BIO-1.3 Water Quality: During construction, the contractor shall employ the following measures to treat and minimize runoff from the Project site.

- All relevant erosion control, sediment control, source control, treatment control, material management, and stormwater management measures consistent with the latest edition of the California Stormwater Quality Association "Stormwater Best Management Practices Handbook," available at www.capmphandbooks.com, will be implemented.

- Spill prevention kits shall always be in close proximity when using hazardous materials (e.g., crew trucks and other logical locations).

- If any fueling of equipment needs to occur in areas directly draining to the wetlands along Belmont Creek, containment shall be provided in such a manner that any accidental spill of fuel shall not be able to enter the water or contaminate sediments that may come in contact with water.

- A hazardous materials management/fuel spill containment plan will be developed and implemented by the construction contractor and given to all contractors working on the

project, with at least one copy of the plan located on the site at all times. The purpose of the plan is to provide construction managers, environmental compliance monitors, and regulatory agencies with a detailed description of hazardous materials management, spill prevention, and spill response/cleanup measures associated with the construction of the project elements. The primary objective of the plan is to prevent a spill of hazardous materials. Elements of the plan will include, but are not limited to the following:

- A discussion of hazardous materials management, including delineation of hazardous material and hazardous waste storage area, access and egress routes, waterways, emergency assembly areas, and temporary hazardous waste storage areas;
- Materials Safety Data Sheets for all chemicals used and stored on site;
- An inventory list of emergency equipment;
- Spill control and countermeasures including employee spill prevention/response training;
- Notification and documentation procedures; and
- A monthly reporting plan.

- Vehicles will be checked daily for oil or fuel leaks and will be washed only at an approved area. No washing of vehicles will occur within areas directly draining to the wetlands along Belmont Creek.

- Within 100 ft of tidal wetlands along Belmont Creek, the work site, areas adjacent to the site, and access areas will be maintained in an orderly condition, free and clear from debris and discarded materials. Personnel will not sweep, grade, or flush surplus materials, rubbish, debris, or dust onto adjacent areas or wetlands or waterways. Upon completion of work, all building materials, debris, unused materials, concrete forms, and other construction-related materials will be removed from the project site.

- Stockpiled materials in areas draining to the tidal wetlands along Belmont Creek will be covered by plastic sheeting, tarps, or similar material that can be secured during wind and rain. A sediment fence or berm will be installed around stockpiled dredged material to prevent runoff from transporting sediment into sensitive habitats (such as wetlands and open waters).

- Water conservation methods will ensure that water used in the project site does not create surface flows capable of carrying pollutants to the nearby slough channel. All personnel, including sub-contractors, will be instructed on the practical methods of preventing leaks or over-use of watering, and will be required to adhere to the practices in the detail sheets provided.

- Silt fencing will be erected along the limits of disturbance between the project site and wetlands along Belmont Creek during construction activities that could potentially result in siltation of wetlands and open waters of Belmont Creek.

MM BIO-1.4 Project Lighting: The following measures shall be identified on the project's final improvement plans and incorporated into the project design to reduce the effects of glare or increased luminance experienced by migratory birds and wildlife using Belmont Creek:

- Exterior lighting shall be minimized (e.g., by turning lights off) in accordance with recommendations from the International Dark-Sky Association (2011) from midnight until dawn, at a minimum, except as needed for safety and city code compliance.

- Spillage of lighting from building interiors shall be minimized using occupancy sensors, dimmers, or other mechanisms from midnight until dawn, at a minimum, during bird migration seasons (February–May and August–November). This measure may be voluntarily implemented year-round.

- **Finding:** MMs BIO-1.1, BIO-1.2, BIO-1.3, and BIO-1.4 require avoidance and protection measures to reduce effects to special status species and sensitive habitat areas that may be encountered on or in the vicinity of the Project site. These measures would be effective by directly avoiding potential effects on special status species with environmental training, preconstruction surveys, the oversight of a qualified biologist, and exclusionary fencing, and reducing indirect effects to water quality and surrounding habitat areas. These measures have been made conditions of Project approval and would work together to mitigate impacts to a **less than significant level with mitigation**.

Impact BIO-2: The Project could have an adverse effect on sensitive natural communities, including riparian habitat.

- **Significant Environmental Effect:** This impact is further described on pages 7-23 through 7-25 of the Draft EIR. Construction of the Project has the potential to degrade water quality, indirectly degrading the sensitive habitats adjacent to the Project site, such as Belmont Creek and nearby tidal marshes.

- **Mitigation Measures:** MM BIO-1.3, as discussed in the Draft EIR at pages 7-19 and 7-20 and under Impact BIO-1 above, has been adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program.

- **Finding**: The Project is required to comply with the California Regional Water Quality Control Board, San Francisco Bay Region, Municipal Stormwater NPDES Permit (MRP). The MRP requires that all projects implement best management practices (BMPs) and incorporate low impact development practices into design to reduce water quality impacts and indirect impacts to sensitive tidal wetland and salt marsh communities and Belmont Creek. Compliance with the MRP stormwater requirements and implementation of MM BIO-1.3 would mitigate water quality impacts and associated impacts to sensitive communities to **less than significant levels**.

Impact BIO-3: The Project could have an adverse effect on protected wetlands.

- **Significant Environmental Effect:** This impact is further described on page 7-23 of the Draft EIR. Similar to Impact BIO-2, construction of the Project has the potential to degrade water quality, indirectly degrading the wetlands adjacent to the Project site, such as Belmont Creek and nearby tidal marshes.

- **Mitigation Measures:** MM BIO-1.3, as discussed in the Draft EIR at pages 7-19 and 7-20 and under Impact BIO-1 above, has been adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program.

- **Finding**: Similar to the rationale presented above for Impact BIO-2, compliance with the MRP stormwater requirements and implementation of MM BIO-1.3 would mitigate direct and indirect wetland impacts to **less than significant levels**.

Impact BIO-4: The Project could interfere with the movement of native resident or migratory wildlife and/or associated nursery sites.

- **Significant Environmental Effect:** This impact is further described on pages 7-23 through 7-25 of the Draft EIR. Due to the proximity of marsh and aquatic habitat, in the form of Belmont Creek, and the transparency of the proposed windows for the Project building, the Project has the potential to result in bird mortality from birds' collisions with transparent surfaces.

- **Mitigation Measures:** The following mitigation measure, as discussed in the Draft EIR on page 7-25, is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

  MM BIO-4.1 Bird Safe Building Design: Glazing on identified bird hazards (the east and north facades of Building 1 and all facades of Building 2) will be treated with a bird-safe glazing treatment such that no more than 10% of the total façade area from 0–60 feet above grade consists of untreated glazing. Bird-friendly glazing includes, but is not limited to, opaque glass, covering the outside surface of clear glass with patterns, paned glass with fenestration, frit or etching patterns, and external screens over nonreflective glass. Highly reflective glass is not permitted. Bird-safe glazing shall have the following parameters:

  - Vertical elements of the window patterns should be at least 0.25 inches wide at a maximum spacing of four inches and/or have horizontal elements at least 0.125 inches wide at a maximum spacing of two inches; OR

  - Bird-safe glazing shall have a Threat Factor less than or equal to 30.

  To reduce reflections of clouds and vegetation in glass and help ensure that bird-safe treatments on the lower surfaces of glass are visible below any reflections, all glazing on the buildings will have a visible reflectance of 15% or lower. These features shall be included in final improvement plans.

- **Finding**: MM BIO-4.1 requires bird safe building design to minimize the potential for bird strikes (bird collisions with buildings) due to the Project's proximity to Belmont Creek and nearby tidal

marshes. MM BIO 4.1 requires glazing on identified bird hazards such as the east and north facades of Building 1 and all facades of Building 2. Glazing could include opaque glass, covering the outside surface of glass with patterns, paned glass with fenestration, frit or etching patterns, and external screens over nonreflective glass. **Implementation of MM BIO 4.1 would reduce impacts to native and migratory birds to less than significant levels** through project design changes, which have been made conditions of Project approval.

Cultural Resources

Impact CR-2: The Project has the potential to cause a substantial adverse change to unknown archaeological and cultural resources.

- **Significant Environmental Effect:** This impact is further described on pages 8-12 through 8-14 of the Draft EIR. Project construction activities involving ground disturbance have the potential to encounter subsurface archaeological and cultural resources on the Project site.

- **Mitigation Measures:** The following mitigation measures, as discussed in the Draft EIR on page 8-13, are hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

  MM CR-2.1 Cultural resource Awareness Training: Prior to any project-related ground disturbance, all construction workers shall receive training overseen by a qualified professional archaeologist who is experienced in teaching non-specialists to ensure that contractors can recognize archaeological resources in the event that any are discovered during construction. The construction staff directly overseeing excavation, or operating ground-disturbing vehicles, will be required to participate in this preconstruction training.

  MM CR-2.2 Inadvertent Discovery of Archaeological Resources: If unknown precontact or historic-period archaeological materials are encountered during project activities, all work in the immediate vicinity of the find shall halt until a qualified archaeologist can evaluate the find and make recommendations. Cultural resources materials may include precontact resources such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock as well as historic resources such as glass, metal, wood, brick, or structural remnants. If the qualified archaeologist determines that the discovery represents a potentially significant cultural resource, additional investigations shall be required to mitigate adverse impacts from project implementation. These additional studies may include, but are not limited to, recordation, archaeological excavation, or significance evaluation.

  The applicant shall inform its contractor(s) of the sensitivity of the project site for archaeological deposits and include the following directive in the appropriate contract documents:

  "The subsurface of the construction site may contain archaeological deposits. If archaeological deposits are encountered during project subsurface construction, all ground-disturbing activities within 25 feet shall be redirected and a qualified archaeologist shall assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any archaeological materials. Archaeological deposits

can include, but are not limited to, shellfish remains; bones, including human remains; flakes of, and tools made from, obsidian, chert, and basalt; mortars and pestles; historical trash deposits containing glass, ceramics, and metal artifacts; and structural remains, including foundations and wells."

The City shall verify that the language has been included in the grading plans prior to issuance of a grading permit or permit for other project actions that include ground disturbing activities on the project site.

- **Finding:** MMs CR-2.1 and CR-2.2 provide specific direction to construction personnel and the applicant if previously unknown precontact or historic-period archaeological resources are encountered during construction. These measures would be effective because they require training to construction personnel on how to recognize archaeological resources, halting construction in the event of a discovery, establishing setbacks, avoiding resources, and contacting a qualified archaeologist to assess any discoveries prior to continuing with work consistent with State law. These measures would be applied to construction documents and enforced as conditions of Project approval to avoid and properly treat and handle archaeological resources in the event they are encountered. Implementation of mitigation measures CR-2.1 and CR-2.2 and compliance with existing codes and regulations for the treatment of these resources would reduce potential impacts to unknown archaeological and cultural impacts to a **less than significant level**.

Impact CR-3: The Project has the potential to cause a disturbance to human remains, including those interred outside of dedicated cemeteries.

- **Significant Environmental Effect:** This impact is further described on pages 8-14 and 8-15 of the Draft EIR. Project construction has the potential to inadvertently uncover human remains due to ground disturbing activities.

- **Mitigation Measures:** The following mitigation measure, as discussed in the Draft EIR on pages 8-14 and 8-15, is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

  MM CR-3.1 Inadvertent Discovery of Human Remains: In the event that human remains are identified during project construction, the remains will be treated in accordance with California Health and Safety Code Section 7050.5 and PRC Section 5097.98, as appropriate. In the event of the discovery or recognition of any human remains in any location other than a dedicated cemetery, Section 7050.5 of the California Health and Safety Code states that there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the remains were discovered has determined whether or not the remains are subject to the coroner's authority. If the human remains are of Native American origin, the coroner must notify the NAHC within 24 hours of identification. The NAHC will identify a Native American MLD to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods. PRC Section 5097.98 states that the NAHC, upon notification of the discovery of Native American human remains, pursuant to California Health and Safety Code Section 7050.5, shall immediately notify those persons (i.e., the MLD) it believes to be descended from the deceased. With

permission of the landowner or a designated representative, the MLD may inspect the remains and any associated cultural materials and make recommendations for the treatment or disposition of the remains and associated grave goods. The MLD shall provide recommendations or preferences for treatment of the remains and associated cultural materials within 48 hours of being granted access to the site.

- **Finding:** MM CR-3.1 provides specific direction to construction personnel and the applicant if previously unknown human remains are encountered during construction and requires treatment of such remains in accordance with the California Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98. This measure would be effective because it requires halting excavation or further disturbance in the event of a discovery until the county coroner can determine whether the remains are subject to the coroner's authority. State law also requires notifying the Native American Heritage Commission (NAHC) if the remains are of Native American origin. If the remains are determined to be Native American, a Most Likely Descendent must be identified to provide recommendations for proper treatment. These measures would be applied to construction documents and enforced as conditions of project approval to avoid and properly treat the discovery of human remains in the event they are encountered. Implementation of the mitigation measures and compliance with existing codes and regulations for the treatment of remains pursuant to established standards would reduce potential impacts to a **less than significant** level.

Geology

Impact GEO-6: The Project is located on a geologic unit or soil that could be either unstable, or that could become unstable as a result of the Project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction, collapse or expansive soils.

- **Significant Environmental Effect:** This impact is further described on page 10-11 and 10-12 of the Draft EIR. There is a potential for lateral displacement near the proposed Building 2 on the northeastern portion of the Project site as a result of the existing underlying Bay Mud within the soil.

- **Mitigation Measures:** The following mitigation measure, as discussed in the Draft EIR on page 10-12, is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

  MM GEO-6.1 Final Geotechnical Evaluation: A final construction level geotechnical evaluation shall be required for the project. The project shall be required to adhere to and incorporate all standards and recommended engineering measures to mitigate for settlement concerns related to lateral spreading from compression of underlying near-surface soils layers and Bay Mud layers. The final geotechnical evaluation will be provided to the City for review and approval prior to the issuance of building permits.

- **Finding:** MM GEO-6.1 requires a final construction-level geotechnical evaluation. This evaluation will ensure that all standards and recommended engineering solutions are incorporated into Project design to meet State and local building codes and mitigate for settlement concerns

related to lateral spreading from compression of underlying near-surface soils layers and Bay Mud. Application of this required evaluation into the design and construction process pursuant to building codes would effectively mitigate these potential risks and impacts to **less than significant** levels.

Impact GEO-7: The Project could directly or indirectly destroy a unique paleontological resource or site or unique geologic features during construction.

- **Significant Environmental Effect:** This impact is further described on pages 10-12 and 10-13 of the Draft EIR. Project construction has the potential to inadvertently uncover previously unknown or unrecorded paleontological resources due to ground disturbing activities.

- **Mitigation Measures:** The following mitigation measure, as discussed in the Draft EIR on page 10-13, is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

  MM GEO-7.1 Inadvertent Discovery of Paleontological Resources: In the event that fossils or fossil-bearing deposits are discovered during construction activities, work shall be temporarily halted with a 25-foot radius of the discovered materials and workers should avoid altering the materials and their context until a qualified paleontologist has evaluated the situation and provided appropriate recommendations. Construction and potential impacts to the area(s) within a radius determined by the paleontologist shall not recommence until the assessment is complete.

  If it is determined that the proposed development could damage unique paleontological resources, mitigation shall be implemented in accordance with Public Resources Code Section 21083.2 and Section 15126.4 of the CEQA Guidelines. Possible mitigation under Public Resources Code Section 21083.2 requires that reasonable efforts be made for resources to be preserved in place or left undisturbed. If preservation in place is not feasible, the applicant shall mitigate significant effects. Excavation as mitigation shall be limited to those parts of resources that would be damaged or destroyed by a project. Possible mitigation under CEQA emphasizes preservation-in-place measures, including planning construction avoid paleontological sites, incorporating sites into parks and other open spaces, covering sites with stable soil, and deeding the site into a permanent conservation easement. Under CEQA Guidelines, when preservation in place is not feasible, data recovery through excavation shall be conducted with a data recovery plan in place.

- **Finding:** MM GEO-7.1 provides specific direction to construction personnel and the applicant if previously unknown fossils or fossil-bearing deposits are discovered during construction. The measure requires a work stoppage and a buffer zone around the find and an assessment of the resource by a qualified paleontologist consistent with the Public Resources Code. This measure would be effective because it is proportional to the likelihood of a paleontological find and specifies techniques to protect and/or preserve any such resource. This measure would be applied to construction documents and enforced as conditions of Project approval to avoid and properly treat and handle paleontological resources in the event they are encountered. With implementation of MM GEO-7.1 and compliance with General Plan policies, potential impacts to paleontological resources would be reduced to a **less than significant** level.

Hazardous Materials

Impact HAZ-1: The Project has the potential to create a hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.

- **Significant Environmental Effect:** This impact is further described on pages 12-15 through 12-18 of the Draft EIR. Ground disturbing activities associated with Project construction have the potential to encounter hazardous soil impacted by contamination from commercial and industrial uses at the nearby 248 and 248A Harbor Boulevard. The transport, use, generation, storage. And disposal of the materials and contaminants from the Biosafety Level (BSL) 3 laboratory proposed as part of Project operations have the potential to be hazardous.

- The transport, use, and disposal of the materials and contaminants from the BSL 3 laboratory proposed as part of Project operations have the potential to be compromised and introduce a biohazard in the event of a significant earthquake, structure fire, prolonged power outage, act of sabotage, equipment failure or human error

- **Mitigation Measures:** The following mitigation measures, as discussed in the Draft EIR on pages 12-16 and 12-17, are hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

  MM HAZ-1.1 Pre-Demolition Surveys and Management Plan: Prior to demolition and removal of material from the site, the project applicant shall conduct surveys and testing for asbestos containing building materials (ACBMs), lead based paints and products, mercury and polychlorinated biphenyl caulking products. If such materials are not identified, no further action is required. If these materials are identified, the applicant shall prepare and implement an Operation and Management (O&M) Plan for removal and disposal. The O&M Plan shall be prepared consistent with National Emissions Standards for Hazardous Air Pollutants (NESHAP) guidelines for the removal of potentially friable ACBMs and other materials if present. The plan shall be reviewed and approved by the City of Belmont prior to implementation. Removal and disposal work will be completed pursuant to all federal, State and local regulations by certified professionals.

  MM HAZ-1.2 Imported Fill: Prior to depositing fill on the project site, all imported soil and fill material shall be tested to ensure any contaminants of concern are within DTSC and U.S. Environmental Protection Agency Regional Screen Levels for the intended land use. To minimize the possibility of introducing contaminated soil and fill material the applicant shall document the origins of the soil or fill material and, if applicable, conduct sampling to ensure that the imported soil and fill material meets screening levels outlined in the Preliminary Endangerment Assessment (PEA) Guidance Manual.

  MM HAZ-1.3 Management of Potentially Hazardous Materials: If BSL 3 certification is pursued, the life science laboratory/office buildings shall be designed and constructed as BSL 3 facilities. For any BSL level, the project sponsor shall independently pursue and obtain all necessary federal, state and local approvals, permits, certifications and/or licenses for the design, operation, transport, use and disposal of materials used. Proof of compliance and all related management plans shall be provided to the City of Belmont prior to building occupancy.

- **Finding:** MMs HAZ-1.1, HAZ-1.2, and HAZ-1.3 require survey, testing, proper handing, transport, and disposal of hazardous materials to reduce effects to the public and the environment due to the occurrence and/or use of hazardous materials on the Project site. MM HAZ-1.1 requires pre-demolition surveys and the development of a management plan to survey and test for asbestos-containing building materials, lead-based paints and products, mercury, and polychlorinated biphenyl caulking products. MM HAZ-1.1 also requires the development and implementation of an Operation and Management Plan for removal and disposal of such materials if they are found onsite. This plan would be made a condition of approval on final plans and implemented during construction. MM HAZ 1.2 requires that all imported fill material be tested prior to delivery to the Project site to ensure any contaminants of concern are within DTSC and U.S. Environmental Protection Agency Regional Screening Levels for the intended land use. The MM also requires documentation of the origins of the soil or fill material and, if applicable, sampling of the material. MM HAZ-1.3 requires that if the Project applicant, pursues a BSL 3 certification, that the life science laboratory/office buildings be designed and constructed as BSL 3 facilities and independently acquire all necessary federal, State, and local approvals, permits, and certifications necessary for the design, operation, transport, use and disposal of materials used. These measures would be effective to mitigate risk of hazards to the public or the environment because they require execution of the work by certified professionals, review of all management plans by the City prior to implementation, documentation and sampling of soil or fill material prior to use onsite, and use, removal, transport, and disposal of hazardous materials in accordance with federal, State, and local regulations. With implementation of the mitigation measures, potential impacts are reduced to a **less than significant** level.

Impact HAZ-2: The Project could create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

- **Significant Environmental Effect:** This impact is further described on pages 12-18 and 12-19 of the Draft EIR. The transport, use, and disposal of the materials and contaminants from the BSL 3 laboratory proposed as part of Project operations have the potential to be compromised and introduce a biohazard in the event of a significant earthquake, structure fire, prolonged power outage, act of sabotage, equipment failure or human error. These scenarios are unlikely and federal, state, and local certifications, design standards, and permit requirements are in place to prevent or reduce the risk of such a scenario.

- **Mitigation Measures:** The following mitigation measure, as discussed in the Draft EIR on page 12-19, is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

  MM HAZ-2.1 Emergency Response Plan and First Responder Training. Prior to building occupancy for BSL 3 use, the project sponsor or lab operator shall prepare and submit an emergency response plan to the City of Belmont and San Mateo Consolidated Fire Department (SMC Fire) tailored to the specific lab operations, hazardous materials and class of pathogens expected to be present. Based on those specific pathogens or other hazardous substances, the project sponsor or lab operator shall also conduct specialized training and education session(s) with SMC Fire hazmat personnel and the Redwood City Fire Department regarding lab

operations. This training shall be specific to the biohazards present at the facility, strategy for response and potential need for specialized equipment and/or vaccination protocols, if warranted. Training shall be periodic and updated as needed based on the biohazards present.

- **Finding:** MM HAZ-2.1 requires that prior to building occupancy for BSL 3 use, the applicant or lab operator prepare an emergency response plan and submit the plan to the City of Belmont and San Mateo Consolidated Fire Department for review. This plan would be tailored to specific lab operations and the hazardous materials and class of pathogens expected to be present. As part of this measure, specialized training with San Mateo County Fire hazmat personnel and Redwood City Fire Department would be required regarding lab operations, biohazards known to be present at the facility, and specialized response protocols. MM HAZ-2.1 requirements, in combination with implementation of MM HAZ 1.3, would be effective to mitigate risk of hazards and reduce potential impacts to a **less than significant** level because they require preventative management and regulatory oversight associated with the use of hazardous materials and measures to minimize effects in the event of accident or upset conditions associated with a BSL 3 facility.

Noise

Impact N-1: The Project would generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.

- **Significant Environmental Effect:** This impact is further described on pages 15-17 through 15-26 of the Draft EIR. The Project would temporarily generate construction noise audible to nearby sensitive receptors through the use of construction equipment. The proposed HVAC system has the potential to generate noise during Project operation.

- **Mitigation Measures:** The following mitigation measures, as discussed in the Draft EIR on page 15-20 and 15-24, are hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

  MM N-1.1 Construction Noise Control Plan: The applicant shall identify site-specific noise attenuation measures to be included with construction plans to reduce noise to levels below the FTA threshold of 80 dBA Leq. Prior to commencement of construction activities, the applicant shall submit the construction noise control plan to the city for review and approval. Noise attenuation measures shall be identified in the plan and implemented to reduce noise levels to the greatest extent feasible. Noise measures may include, but are not limited to, the following:

  - Using smaller equipment with lower horsepower or reducing the hourly utilization rate of equipment on the site to reduce noise levels at 50 feet to the allowable level.

  - Locating construction equipment as far as feasible from noise-sensitive uses.

  - Requiring that all construction equipment powered by gasoline or diesel engines have sound control devices that are at least as effective as those originally provided by the manufacturer and that all equipment be operated and maintained to minimize noise generation.

- Prohibiting gasoline or diesel engines from having unmuffled exhaust systems.
- Not idling inactive construction equipment for prolonged periods (i.e., more than 2 minutes).
- Constructing a solid plywood barrier around the construction site and adjacent to operational businesses, residences, or other noise-sensitive land uses.
- Using temporary noise control blanket barriers.
- Monitoring the effectiveness of noise attenuation measures by taking noise measurements.
- Using "quiet" gasoline-powered compressors or electrically powered compressors and electric rather than gasoline- or diesel-powered forklifts for small lifting.

MM N-1.2 Reduce Noise From Project Mechanical Equipment: To reduce potential noise effects resulting from project heating, cooling, and ventilation equipment as well as project emergency generators at the proposed project, a supplemental noise analysis shall be prepared to estimate the actual noise levels of project-specific equipment once the equipment models and design features to attenuate noise have been selected. The analysis shall be conducted prior to the issuance of building permits and shall be prepared by persons qualified in acoustical analysis and/or engineering, demonstrating with reasonable certainty that the mechanical equipment selected for the project and the attenuation features incorporated into project design would not result in an exceedance of the applicable City noise standards of 45 dBA L_{eq} and 65 dBA L_{max} during the nighttime and 55 dBA L_{eq} and 70 dBA L_{max} during the daytime.

Options to reduce noise from heating and cooling equipment include enclosing equipment in mechanical equipment rooms, shielding equipment with mechanical screens at least as tall as the equipment, and selecting quieter equipment models.

All recommendations from the acoustical analysis necessary to ensure that noise sources meet the above standards shall be incorporated into the building design and operations. This measure should be implemented concurrently with MM AES-1.1 (Construction Screening) to provide a barrier that addresses both visual and noise effects.

- **Finding:** MMs N-1.1 and N-1.2 include measures to reduce construction noise and noise from mechanical equipment, respectively. MM N-1.1 provides a series of standard noise attenuation measures to reduce temporary construction noise. These measures focus on compliance with the General Plan policies and requirements of the City Code. Construction noise can be effectively addressed through construction timing, equipment maintenance, placement of equipment, and use of noise attenuation barriers or devices, and monitoring the effectiveness of noise attenuation measures by taking noise measurements. Similarly, MM N-1.2 provides options to reduce noise from Project heating, cooling, and ventilation equipment such as using equipment enclosures and shielding, and selection of quieter equipment. The quantitative noise analysis in the EIR demonstrates that MMs N-1.1 and N-1.2, along with compliance with City Code requirements, would be effective in reducing noise impacts to **less than significant** levels by physically

reducing noise levels and by avoiding the generation of excessive noise. These measures are enforceable as conditions of approval and included in construction documents.

Transportation

Impact TRA-1: The Project would conflict or be inconsistent with adopted Vehicle Miles Traveled policies, plans, or programs per CEQA Guidelines section 15064.3.

- **Significant Environmental Effect:** This impact is further described on pages 17-14 through 17-16 of the Draft EIR. During Project operation, the vehicle miles traveled (VMT) per employee would exceed the City/County Association of Governments of San Mateo County applicable VMT threshold.

- **Mitigation Measures:** The following mitigation measure, as discussed in the Draft EIR on pages 17-15 and 17-16, is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

  MM TRA-1 Final Transportation Demand Management Program: Prior to occupancy, the project shall prepare and implement a final transportation demand management (TDM) program to reduce the project's VMT to below the significance threshold as noted in Table 17-1. The program includes encouraging employees to use alternative modes of transportation to single-occupant vehicles. The City of Belmont has an adopted TDM policy requiring projects that exceed 50,000 square feet to achieve 18 TDM points. Compliance with the city's TDM policy would reduce the project trips and the VMT by an estimated 15 percent or more, which would be more than the required 7.4 percent reduction needed if using the C/CAG VMT estimation tool and the 6.0 percent reduction needed if using the C/CAG travel demand model. The effectiveness of the TDM plan shall be reviewed annually and adjusted as necessary to maintain these trip and VMT reductions.

- **Finding:** MM TRA-1 requires that prior to occupancy, the Project prepare and implement a final transportation demand management (TDM) program to reduce the Project's VMT by encouraging employees to use alternative modes of transport and complying with the City of Belmont's TDM policy requiring projects that exceed 50,000 square feet to achieve 18 TDM points. By complying with the City's TDM policy, Project trips would be reduced by 15 percent or more, which would be more than the 7.4 percent required reduction utilizing the C/CAG VMT estimation tool and the 6.0 percent reduction needed if using the C/CAG travel demand model. Implementation of the final TDM plan would result in **less than significant** VMT impacts by reducing VMT to levels below established thresholds.

Impact TRA-2: The Project could conflict with a program, plan, ordinance, or policy addressing transit facilities.

- **Significant Environmental Effect:** Project operation is expected to generate demand for transit and there are no existing public transit facilities within a ½-mile of the Project site.

- **Mitigation Measures:** The following mitigation measure, as discussed in the Draft EIR on page 17-16, is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

  MM TRA-2 Transit Improvements: To enhance transit service and facilities consistent with City policy, the project sponsor shall coordinate with the City and Commute.org to reestablish local shuttle service such as the Redwood LIFE Caltrain shuttle stop at the project site that connects to the San Carlos Belmont Caltrain Station and Redwood Shores community. Because the feasibility, demand and location of additional shuttle stops are ultimately determined by Commute.org and the transit operator, the applicant's responsibility is limited to supporting a shuttle stop on the property, participating in applicable employer-based funding mechanisms, identifying a shuttle stop location on the project's final improvement plans, and promoting use of the shuttle and alternative modes of transportation through the project's TDM program.

- **Finding:** MM TRA-2 requires the Project sponsor to coordinate with the City and Commute.org to reestablish a local shuttle service stop at the Project site that connects to the San Carlos Belmont Caltrain Station and Redwood Shores community. The project sponsor would be responsible for supporting a shuttle stop on the property, participating in applicable employer-based funding mechanisms, identifying a shuttle stop location on the Project's final improvement plans, and promoting use of the shuttle and alternative modes of transportation through the Project's TDM program. Accommodating expanded transit options near the Project site would ensure consistency with the City's circulation policy, reduce potential conflicts with programs, plans, and policies addressing transit facilities, and effectively mitigate impacts to **less than significant** levels.

Tribal Cultural Resources

Impact TR-2: The Project has the potential to cause a substantial adverse change in the significance of a tribal cultural resource as determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1.

- **Significant Environmental Effect:** This impact is further described on pages 18-9 and 18-10 of the Draft EIR. Project construction activities involving ground disturbance have the potential to encounter tribal cultural resources on the Project site.

- **Mitigation Measures:** MMs CR-2.1, CR-2.2, and CR-3.1; as discussed in the Draft EIR at pages 8-13 through 8-15 and under Impacts CR-2 and CR-3 above; have been adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program.

- **Finding:** MMs CR-2.1, CR-2.2, and CR-3.1 would reduce impacts to archaeological resources, including resources that could be of cultural value to a tribe. As described in MM CR-2.1 and MM CR-2.2, awareness training would be implemented prior to crew members beginning work onsite and work would stop if unknown precontact or historic-period archaeological materials are encountered during Project activities. Per MM CR-3.1, if any human remains, including Native American burials, are found during construction activities, site disturbance would stop and the

NAHC would be notified. With implementation of MMs CR-2.1, MM CR-2.2, and MM CR 3.1, impacts associated with tribal cultural resources would be reduced to a less than significant level. These measures would be applied to construction documents and enforced as conditions of Project approval to avoid and properly treat and handle archaeological, tribal, and other cultural resources in the event they are encountered. With implementation of these mitigation measures, impacts associated with tribal cultural resources would be reduced to a **less than significant** level.

Utilities and Service Systems

Impact UTIL-1: The Project will require construction to connect and/or upgrade service systems to service the Project.

Significant Environmental Effect: This impact is further described on pages 19-11 and 19-12 of the Draft EIR. Project construction associated with connection and/or upgrades to service systems activities has the potential to temporarily impact water quality and Project site visual character, as well as generate noise and air quality emissions from construction equipment.

Mitigation Measures: MMs AES-1.1 and N-1.1, and General Plan EIR mitigation measures AQ-1, AQ-3, and AQ-4; as discussed in the Draft EIR at pages 5-18 through 15-20 and under Impacts AES-1, AQ-2, BIO-1, and N-1 above; have been adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program.

Finding: MMs AES-1.1 and N-1.1, General Plan EIR mitigation measures AQ-1, AQ-3, and AQ-4, as well as several existing ordinances, regulations, and standards governing construction methods directly address construction-related impacts. As the construction of Project utility and service systems are directly related to and incorporated into the overall development and construction program for the Project, these MMs and existing regulations would effectively reduce or eliminate construction-related effects for the same reasons explained elsewhere in these Findings and reduce potential impacts to a **less than significant** level.

6 FINDINGS FOR SIGNIFICANT IMPACTS THAT CANNOT BE AVOIDED OR REDUCED TO A LESS THAN SIGNIFICANT LEVEL (SIGNIFICANT AND UNAVOIDABLE EFFECTS)

There are no significant impacts that cannot be avoided or reduced to a less than significant level.

7 FINDINGS FOR SIGNIFICANT CUMULATIVE EFFECTS

The Final EIR discusses the Project's potential cumulative effects consistent with CEQA Guidelines Section 15130. This discussion considers the Project's incremental contribution to potentially significant impacts when combined with other past, present, and/or reasonably foreseeable future projects within relevant geographic limits. The Final EIR concluded that no specific or unique cumulatively considerable impacts would be triggered by the Project, with the incorporation of mitigation measures, when combined with other cumulative development projects being implemented or considered.

8 FINDINGS REGARDING SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES WHICH WOULD BE CAUSED BY THE PROJECT SHOULD IT BE IMPLEMENTED

Section 15126.2(d) of the State CEQA Guidelines requires an EIR for certain projects to discuss the significant irreversible environmental changes that would result from implementation of a proposed Project. This discussion focuses on the use of nonrenewable resources during project construction and operation and irreversible damage from environmental accidents.

8.1 Use of Non-Renewable Resources

A variety of resources, including energy, water, construction materials, and human resources would be irretrievably committed for the Project's initial construction, infrastructure installation, and connection to existing utilities and its continued maintenance. Construction of the proposed project would require the commitment of a variety of other non-renewable or slowly renewable natural resources such as lumber and other forest products, sand and gravel, asphalt, petrochemicals, and metals. Additionally, a variety of resources would be committed to the ongoing maintenance and life of the proposed Project.

Finding: The City of Belmont finds such resource commitments insignificant for the following reasons:

- The Project is in a developed area and will not convert prime agricultural land, preclude access to mineral resources, or otherwise commit ongoing or large quantities of nonrenewable resources (through removal or nonuse).

- None of the resources required for construction are unique, rare, or in danger of being depleted by the Project.

- Use of defined water resources would not deplete or threaten existing supplies of surface or groundwater resources.

- The Project does not include components (such as a highway or roadway that provides access to a previously in accessible area) that would lead to associated secondary impacts or commit future generations to such irreversible changes.

For these reasons, the City of Belmont finds that the Project would not lead to irreversible damage from environmental accidents.

8.2 Damage from Environmental Accidents

The Project proposes a potential land use (life science laboratory up to BSL 3) which could generate hazardous materials or involve the handling of hazardous materials, substances, or waste in significant quantities that could have an impact to surrounding uses in the unlikely event of upset or accident. In addition to common hazardous materials that would be routinely handled (e.g., cleaning products, paints, pesticides, petroleum, oil, lubricants, thinners, fertilizers, solvents, aerosols, corrosives, and fuels), a BSL 3 facility could also introduce the transport, use and disposal of biomedical materials such as tissues, fluids and cultures, microbes, chemical compounds, and radiological and medical equipment.

Finding: The City of Belmont finds such damage from environmental accidents insignificant for the following reasons:

- Several federal, state and local certifications, design standards, and permit requirements are currently in place to prevent or reduce the risk of upset, accident, or disaster at or near the facilities.

- A BSL lab would be required to be designed with multiple internal containments, backup system, and incident response plans. Commercial and laboratory uses are required to comply with all applicable federal, state, and regional regulations designed to reduce the risk of hazardous material generation and usage on the site.

- To minimize potential impacts associated with the accidental release of hazardous materials (known or unknown) into the environment during construction, MMs HAZ-1.1 and HAZ-1.2 would be implemented to prevent the risk of accidental release. To further reinforce existing regulations and laboratory standards for operations, MM HAZ-1.3 is required to address BSL 3 design standards, and MM HAZ-2.1 addresses first responder coordination and training if a BSL 3 certification is pursued.

With implementation of these existing regulations and Project-specific mitigation measures, the risk of irreversible environmental damage from hazardous materials accidents during construction and operation would be reduced to a less than significant level. For these reasons, the City of Belmont finds that the Project would not lead to irreversible damage from environmental accidents.

9 FINDINGS REGARDING POTENTIAL GROWTH INDUCING EFFECTS

CEQA defines a project as growth inducing if it "could foster economic or population growth, or the construction of additional housing either directly or indirectly, in the surrounding environment". Similarly, under CEQA, a project would indirectly induce growth if it would remove an obstacle to additional growth and development, such as removing a constraint on a required public service. Increases in population could tax existing community service facilities, requiring construction of new facilities that could cause significant environmental effects.

Finding: The City of Belmont finds the following regarding the Project's potential growth inducing effects:

- The 1301 Shoreway Project would not induce growth directly because it would not involve the construction of new housing.

- The Project could induce growth indirectly by constructing an office and/or life sciences campus that is more than 3.5 times the size of the existing building on site (based on square footage). Assuming a proportional increase in employees (up to 2,500), the Project would likely result in hundreds of additional employees seeking housing opportunities in the greater Belmont/San Carlos/Redwood City area and within San Mateo County. Such growth and attraction of new employees resulting from this single Project is unlikely to have a significant impact, however, as the area is highly urban in character and there are housing opportunities in the region to absorb

this level of employment growth without causing environmental effects. It is expected that many of these employees would already be residing in the region. In addition, the Project is not of such a large size or construction duration as to create a significant influx of short-term construction labor that would require temporary housing.

- The Project's proposed building heights and massing are similar to other nearby office, life science, and R&D projects, indicating market for similar employment-based development and intensification of existing parcels in the vicinity of the Project. A well-designed project of this size, if successfully implemented, could conceivably further stimulate the market for similar projects on other nearby properties.

- Cumulatively, these development projects could result in thousands of local jobs, creating a need for housing growth beyond the Project alone. While it is difficult to assess the potential environmental effects of such growth, it is reasonable to predict that increased demand for additional housing projects could lead to cumulative effects related to construction, GHG emissions, VMT increases, and demands on public services.

The environmental implications of land use intensification because of these projects would be evaluated on a project-specific and cumulative basis as projects are processed and evaluated under CEQA. The General Plan EIR also considered assumptions and changes in land use at a programmatic level. While the Project could result in indirect growth inducing environmental effects, such effects have been anticipated within the framework of the City's planning efforts city-wide.

10 FINDINGS REGARDING PROJECT ALTERNATIVES

Consistent with CEQA Guidelines Section 15091 (c), the City of Belmont makes the following findings regarding the alternatives considered in the Final EIR:

10.1 Alternative A, No Project Alternative

CEQA Guidelines section 15126.6 (e) requires the No Project alternative be evaluated along with its impacts.

Finding: The No Project alternative would be environmentally superior but meets none of the stated objectives of the Project and is inconsistent with the city's vision and economic development objectives for the area as identified in the City General Plan. The site would remain in its current state as an underutilized building and no intensification, public benefits, or improvements would be realized. For these reasons, the alternative has been rejected.

10.2 Alternative B, Development Consistent with Existing Zoning

Alternative B assumes that the property would be developed to the maximum allowed under the existing RC zoning designation, which could result in a project with one or more office buildings with a FAR of 1.8 and a maximum building height of 55 feet. To reach an FAR of 1.8 with existing building heights, the design of the Project would require a much larger building footprint, reduced setbacks, and greater site coverage (45-50 percent compared to the proposed project's 22 percent). This alternative is intended to provide lower building heights, eliminate the need for a Planned Unit Development (PD) rezoning

process and modified standards, and reduce VMT and GHG emissions as a result of the smaller scale of the development.

Finding: Alternative B would meet most of the primary Project objectives but would not achieve Objective 1 (cohesive courtyard), Objective 3 (additional green space), and Objective 5 (architectural compatibility with its surroundings. Alternative B would have some environmental benefits due to an overall reduction in size and scale. However, Alternative B would not completely avoid a significant impact, nor would it reduce any significant impact of the Project to a less than significant level. Alternative B has the potential to increase the degree of impact in other areas such as biological resources, noise and water quality, due to the increased site coverage, location of rooftop equipment, and more limited site area for open space and water quality treatment. Alternative B would meet some of the Project's stated objectives and represents a feasible alternative from a technological and environmental perspective; however, the economic feasibility of such an option, with a 45% reduction in leasable square footage, is questionable. For these reasons, Alternative B is not environmentally superior to the proposed Project or the other alternatives and therefore has been rejected.

10.3 Alternative C: Reduced Parking Alternative

Under Alternative C, there would be a reduction in total parking from 1,626 proposed vehicle spaces to 1,300 (20 percent reduction from the minimum office parking standard). The alternative may require adjustments to the development program to accommodate the new parking plan or a smaller parking structure. The intent of this alternative is to reduce overall vehicle miles travelled (VMT) and greenhouse gas emissions through the promotion of alternative transportation modes.

Finding: Alternative C would meet most or all the primary Project objectives as the overall development program would be similar. However, this alternative would have difficulty achieving Objective 1 (sufficient parking). This alternative would result in very similar environmental consequences when compared to the proposed Project. While this alternative would result in fewer mobile source emissions by reducing parking inventory, these environmental benefits would be relatively small and would not reduce any significant impacts to a less than significant level. Reducing the amount of parking also relies heavily on the successful implementation of Transportation Demand Management (TDM) measures. If ineffective, reducing on-site parking could also lead to unintended consequences of increased demand for on-street parking, or employees using restricted parking on neighboring property. For these reasons, Alternative C is not the environmentally superior alternative.

10.4 Alternative D: Office Use Only

Alternative D would eliminate programmed laboratory or manufacturing uses on site and buildings would be used for professionally office space only. Ground floor spaces could also include limited supporting commercial uses such as food service/cafes and convenience services. The total number of employees occupying the buildings under Alternative D could be slightly greater, as laboratory spaces could involve larger interior working spaces and higher ceilings (compared to typical private offices and workstations). All other aspects of the development program and design would remain the same. The intent of the alternative is to remove the laboratory elements and specialized design features required for a BSL-3 facility and reduce energy and water consumption, while meeting the Project objectives.

Finding: Environmental impacts would be similar or slightly reduced as compared to the proposed Project or other alternatives. With the removal of life science laboratory uses up to BSL-3, this alternative would reduce the degree of impact in several areas including total air quality and GHG emissions, energy use, water consumption and noise, but would slightly increase the degree of potential impacts to transportation. Alternative D would also remove concerns regarding the use and transport of hazardous materials at the Project site. CEQA Section 15126.6 requires the selection of an environmentally superior alternative to the proposed Project. Although the No Project Alternative must be analyzed, if the environmentally superior alternative is the No Project Alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives. As such, Alternative D was identified as the environmentally superior alternative but determined to not reduce any significant impact to a degree that is less than significant.

10.5 Conclusion

In summary, the Project as proposed does not result in any significant unavoidable environmental effects, and the feasible alternatives analyzed, by comparison, do not eliminate or reduce one or more significant effects to a less than significant level once Project mitigation is applied. The alternatives reduce environmental effects by a matter of degree but may not result in environmental benefits that warrant consideration of an alternative over the Project as proposed.

The applicant is pursuing an office and/or life science project given uncertainty in the market. Having the flexibility to pursue an office and/or life science project improves the applicant's ability to attract businesses and tenants which would achieve several of the City's goals and policies. The City of Belmont has adopted General Plan goals and policies that promote diverse employment opportunities, increase local jobs, strengthen Belmont's tax base and fiscal sustainability, and leverage regional growth to concentrate compatible commercial and employment development, especially in areas east of U.S. 101 (Goal 2.7, Policy 2.7-1, Goal 2.17, Policy 2.17-1, Policy 2.17-2, Goal 2.22, and Policy 2.22-1).

Having the flexibility to develop the site with office and/or life science uses directly advances these goals and policies. The flexibility between office and/or life science enables a broader range of employment-generating activities that diversify Belmont's economic base and respond to changing market conditions. San Mateo County is recognized as the birthplace and center of biotechnology. While these biotech-related economic opportunities may have begun in South San Francisco, life science and biotech spaces have expanded to neighboring San Carlos and nearby Foster City, Menlo Park, Redwood City and San Bruno. Allowing for possible life science allows Belmont to leverage one of the region's strengths in order to increase economic opportunities in Belmont. Doing so would also acknowledge Belmont's place in the region as being attractive to a range of different businesses. Approving an office-only project would not achieve that goal.

Additionally, though Alternative D is slightly environmentally superior to a degree, an office-only project may not result in environmental benefits that warrant consideration over an office and/or life science project. Alternative D, by comparison, does not eliminate or greatly reduce one or more significant effects to a less than significant level once project mitigation is applied. For example, office only projects slightly increase impacts related to transportation since offices generally have higher employment per square foot than life science projects which would need more space dedicated to laboratories.

11 MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP sets forth specific monitoring actions, timing requirements, and monitoring/verification entities for each mitigation measure adopted in these Findings, in compliance with Public Resources Code Section 21081.6(a)(1) and CEQA Guidelines Section 15097. The City hereby adopts the MMRP and determines that compliance with the MMRP is a condition of approval of the Project.

12 FILING NOTICE OF DETERMINATION

The City Council hereby directs the Planning Division to file a Notice of Determination regarding the approval of the Project within five (5) business days of adoption of this resolution.

13 SEVERABILITY

If any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

14 INCORPORATION BY REFERENCE

These findings incorporate the text of the EIR for the Project, including the MMRP, City staff reports relating to the Project and other documents relating to public hearings on the Project, by reference, in their entirety. Without limitation, this incorporation is intended to elaborate on the scope and nature of mitigation measures, Project and cumulative impacts, the basis for determining the significance of impacts, the comparison of the alternatives to the Project, the determination of the environmentally superior alternative, and the reasons for approving the Project.



1301 Shoreway

Final Environmental Impact Report

SCH # 2024060880

January 2026

CITY OF BELMONT

Kimley»Horn

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Final Environmental Impact Report for the

1301 Shoreway Project

SCH #2024060880

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1 Introduction

This Final Environmental Impact Report (Final EIR) is an informational document prepared by the City of Belmont (City) to evaluate the potential environmental impacts of the proposed 1301 Shoreway Road Project. The primary objectives under the California Environmental Quality Act (CEQA) are to inform decision makers and the public about a project's potential significant environment effects, identify possible ways to minimize significant effects, and consider reasonable alternatives to the project. This Final EIR has been prepared with assistance from the EIR consultant team and reviewed by city staff for completeness and adequacy in accordance with Public Resources Code Sections 21000-21177 and the State CEQA Guidelines.

The 1301 Shoreway Draft Environmental Impact Report (Draft EIR) was circulated for a 45-day public review period from October 8, 2024, to November 22, 2024. The State of California Governor's Office of Planning and Research State Clearinghouse and CEQA regulations require a minimum of 45 days for review. Electronic copies of the document were accessible from the City's public facing website, and distributed to State, regional, and local agencies, as well as organizations and individuals, for review and comment. Hard copies of the Draft EIR and its appendices were also made available at the City of Belmont Planning Department and were available for review at the public library.

This Final EIR has been prepared in accordance with CEQA and State and local CEQA Guidelines and represents the independent judgment of the City, as CEQA Lead Agency. This Final EIR, together with the Draft EIR, technical appendices, and other written documentation prepared during the EIR process, as those documents may be modified by the City Council at the time of certification, will constitute the Final EIR, as defined in the State CEQA Guidelines, Section 15132, and the City of Belmont's environmental document reporting procedures.

The Final EIR must be certified as complete and adequate prior to any action on the proposed project. Once the EIR is certified and all information is considered, the City can take action to go forward with the proposal, make changes, or select an alternative to the proposed project. While the environmental information in the EIR is important, it is only one of several factors the City may consider in its decision-making process. The City is also required to make findings on each significant environmental effect when making that decision.

1.1 Document Organization and Framework

This document is organized as follows:

- Section 1 provides a brief introduction to this report.
- Section 2 provides a list of agencies and interested persons commenting on the Draft EIR. This section also contains master responses and individual responses to comments. To facilitate review of the responses, an index number (e.g., 1-1, 1-2, 2-1) has been assigned to each comment and to its corresponding responses.

- Section 3 contains minor changes, or errata, to the Draft EIR as a result of minor changes to the project, comments by agencies and interested persons, or minor corrections.
- Section 4 contains the Mitigation Monitoring and Reporting Program (MMRP). Lastly, this document contains a series of Attachments with information relevant to the comments received.

City staff has reviewed the comment letters, draft responses and information generated in the course of preparing the responses and determined that none of this material constitutes significant new information that requires a recirculation period for further public comment under CEQA Guideline Section 15088.5. None of this new material indicates that the project will result in a significant new environmental impact not previously disclosed in the Draft EIR. Additionally, none of this material indicates that there would be a substantial increase in the severity of a previously identified environmental impact that will not be mitigated, or that there would be any of the other circumstances requiring recirculation as described in Section 15088.5.

1.2 CEQA Requirements Regarding Comments and Responses

CEQA Guidelines Section 15204 (a) outlines parameters for submitting comments and reminds persons and public agencies that the focus of review and comment of Draft EIRs should be, "on the sufficiency of the document in identifying and analyzing possible impacts on the environment and ways in which significant effects of the project might be avoided or mitigated. Comments are most helpful when they suggest additional specific alternatives or mitigation measures that would provide better ways to avoid or mitigate the significant environmental effects. At the same time, reviewers should be aware that the adequacy of an EIR is determined in terms of what is reasonably feasible, considering factors such as the magnitude of the project at issue, the severity of its likely environmental impacts, and geographic scope of the project. CEQA does not require a lead agency to conduct every test or perform all research, study, and experimentation recommended or demanded by commenters. When responding to comments, lead agencies need only respond to significant environmental issues and do not need to provide all information requested by reviewers, as long as a good faith effort at full disclosure is made in the EIR."

2 Public Comments and Response to Comments on the Draft EIR

2.1 Summary of Agency, Organization, and Individual Comments on the Draft EIR

This section includes all written comments received on the Draft EIR, verbal comments received during the November 4, 2024, Planning Commission public comment meeting, and the City's responses to each comment. Comment letters and specific comments are given numbers for reference purposes. For example, Comment Letter 1 may be broken into Comment 1-1, Comment 1-2, Comment 1-3. This section of the Final EIR includes responses to each of the comments raised in every comment letter. Where sections of the Draft EIR are excerpted in this document, the sections are shown indented. Changes to the Draft EIR text, if any, are shown in underline for additions and ~~strikeout~~ for deletions. Additionally, add text changes to the Draft EIR are listed in Section 3 of this document.

All written public comments received on the Draft EIR, with comment numbering corresponding to this section of the Final EIR, are included as Appendix A to this Final EIR. The following is a list of agencies and persons that submitted comments on the Draft EIR during the public review period:

Table 2-1: List of Written Comments Received on the Draft EIR

Comment Letter No.	Commenting Agency / Organization / Individual	Date
Agencies		
1	San Francisco Bay Conservation and Development Commission, Alyssa Please, Coastal Program Analyst	November 22, 2024
2	California Department of Fish and Wildlife, Erin Chappell, Regional Manager	November 13, 2024
3	California Department of Transportation, Yunsheng Luo, Branch Chief, Local Development Review	November 22, 2024
Organizations		
4	Advocates for the Environment, Dean Wallraff, Executive Director	October 28, 2024
5	Adams Broadwell Joseph & Cardozo, Alaura McGuire and Christina Caro	November 4, 2024
Individuals		
6	Steven and Nina Goodale	November 22, 2024
Letters Received After the Public Comment Period		
7	San Mateo County Flood & Sea Level Rise Resiliency District (OneShoreline)	March 25, 2025

2.2 Master Responses

2.2.1 Master Response Related to Sea Level Rise

CEQA generally does not require the analysis of existing or future environmental conditions, such as Sea Level Rise (SLR), on a project. Rather, CEQA requires the analysis of a project's impact on the environment. As such, the comments received regarding the 1301 Shoreway Project's impacts associated with SLR are not CEQA concerns.

It is not definitive how severe SLR and its effects will be to the city of Belmont and the region, and it is beyond the scope of CEQA to analyze for that scenario. However, the Draft EIR proactively acknowledges local guidelines and SLR estimates in the Project's design. The Draft EIR document considers the Ocean Protection Council (OPC) guidelines for SLR resiliency and BCDC guidelines for addressing SLR adaptation through 2100. As described in Chapter 13 Hydrology Section 13.5.4, the project would raise the elevation of the project site by 2 feet to address the City's requirement to establish development sites 2 feet above the Federal Emergency Management Agency (FEMA) base flood elevation. By raising the base flood elevation from 10 feet by 2 feet to +12 feet NAVD88, the project would not be within the 100-year flood zone for the region. This, in turn with anticipated SLR adaptation measures along Belmont Slough for addressing the OPC (2024) Intermediate-High SLR Scenario projections, ensure the Project development would remain resilient to SLR through the end of the century.

Separately and outside of the CEQA process, compliance with BCDC policies and permitting ensures that SLR is fully addressed through a regulatory framework specifically designed for that purpose, including preparation of a Sea Level Rise Risk Assessment for review and approval by BCDC. Additionally, the City's future Climate Action and Adaptation Plan Update will establish key strategies for increasing resilience across Belmont and align with regional guidance regarding such. Given CEQA's statutory limitations and the specialized jurisdiction of BCDC, the EIR does not include a standalone analysis of SLR and the Project will comply with BCDC requirements, which ensure compliance with regional resiliency standards.

2.2.2 Master Response to Project Use for Consistency Purposes

The Draft EIR includes variation in the terminology used to describe the project's primary use. Terms such as "office and life science/research campus," "commercial office/life science laboratory buildings," and "life science/office" were used in various sections throughout the EIR. To provide clarity and ensure consistency throughout the EIR, this master response confirms that the intended and representative project use for environmental analysis and entitlement purposes is "office and/or life science." This use encompasses general office functions and/or laboratory and research activities typical of life science tenants and is consistent with the project applicant's development proposal and expected occupancy. The environmental analysis presented in the Draft EIR remains valid and conservative based on this clarified use.

2.3 Agency Responses to Comments

2.3.1 Response to Letter 1: San Francisco Bay Conservation and Development Commission, Alyssa Please, Coastal Program Analyst

1-1 Introductory Comments. Introductory comments stating that BCDC will rely on the Final EIR for project permit approvals and BCDC permitting authority as a responsible agency are noted for the record. The comments are informational and do not address the analysis of the Draft EIR. No further response is required.

1-2 BCDC Jurisdiction. The comments confirm that BCDC staff has worked with the applicant team to map the limits of BCDC jurisdictional boundaries and note that the project is partially located within the shoreline band of BCDC's permitting jurisdiction. With respect to mapping and Draft EIR Figure 3-4, the BCDC jurisdictional boundary shown is based on the engineering plans and information provided in the project application package. This boundary represents the line mapped by the project team in consultation with BCDC staff, showing the shoreline at MSL + 5 feet (8.35 feet NAVD88).

Please note that the engineering plans and application package are prepared to scale. The "Not to Scale" notation in Draft EIR Figure 3-4 simply acknowledges that the report graphic is of such a size as to render the scale unusable, as it has been edited to fit the formatting of the Draft EIR.

The project application includes a full civil engineering package. The Draft EIR does not contain every exhibit within the engineering plans. The notes within the engineering package indicate that the mapping is based on a topographic survey prepared by BKF Engineers dated November 11, 2021. Engineering notes regarding the benchmark also indicate that the applicant used NAVD88 and that elevations are based upon a field survey performed by BKF engineers.[1] The notes specify that "Prior to the acceptance of these elevations, multiple NGS benchmarks within the site vicinity were observed with redundant measurements and were checked to a tolerance of =/- 0.05'." The "Limit of BCDC Jurisdiction" noted on maps and Draft EIR Figure 3-4 are based on these benchmarks. Further, Figure 7-1 on page 7-7 in the Draft EIR and Figure 3 on page 20 of Appendix C of the Draft EIR depict the BCDC Bay Shoreline and 100-foot shoreline band to scale, based on the benchmarks described above.

Additionally, please see the exhibit below prepared by the applicant showing the limits of the 100-foot shoreline band. The exhibit was drawn to 1"=100' scale based on the topographic survey. This exhibit is provided here in the Final EIR for clarification

[1] The North American Vertical Datum of 1988 (NAVD 88) is a vertical datum used to measure and compare elevations across the United States and Canada. It's the official vertical datum for the United States and is used by surveyors, engineers, and mapping professionals. A vertical datum is a reference system that uses a fixed point as a baseline to measure elevations. NAVD 88 is a leveling network that's attached to a single origin point in Quebec, Canada.

purposes. It does not conflict with the Draft EIR figures mentioned and, as such, is not intended to replace the existing figures in the Draft EIR.



Figure 1. BCDC Jurisdiction within the Study Area

1301 Shoreway Road
Belmont, California

0 50 100 Feet

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1-3 Assessment of Biological Resources. The commenter cites BCDC's comments on the Notice of Preparation (NOP) regarding defining the study area, areas that could be affected by construction or operations, and potential impacts along Belmont Creek. In response, the Draft EIR Chapter 7 and Draft EIR Appendix C (Biological Resources Report) provide a thorough analysis and disclosure of potential environmental impacts, with a primary focus upon biological resources that are or may be present within the riparian corridor of Belmont Creek. Page 7 of the Biological Resources Report, which is the basis of Chapter 7 of the Draft EIR, describes the "study area" as "the project boundary plus surrounding areas within 100 feet, which were studied to allow for assessment of indirect impacts of the project." Indirect impacts considered by the Draft EIR include potential effects related to light, sound, debris, and runoff from the Project site. Further, the Draft EIR clearly identifies the study area evaluated by the biologist, as shown in Draft EIR Figure 7-1. The study area does include a portion of Belmont Creek and land along the San Francisco Bay Shoreline adjacent to the project site to assess potential direct and indirect project-related impacts on biological resources. Potential construction-related and operational effects of the project on biological resources are addressed on pages 7-16 through 7-26 of the Draft EIR, including detailed analyses of project lighting (page 7-20 and 7-21), water quality protection (pages 7-19 and 7-20), construction debris (page 7-20), construction noise on special status species (page 7-18 and 15-20) and riparian and wetland areas (pages 7-22 and 7-23). Please note that Chapter 7 of the Draft EIR was also reviewed by the California Department of Fish and Wildlife (CDFW).

1-4 McAteer-Petris Act. The comment is correct that the information regarding the McAteer-Petris Act should be located under the "State" heading within Section 7.4 Applicable Regulations Plans and Standards. The clarifications to this text on page 7-15 of the Draft EIR are acknowledged, shown below, and incorporated into the record.

Draft EIR, page 7-15:

McAteer-Petris Act

The McAteer-Petris Act, enacted on September 17, 1965, serves as a legal provision under California State law to preserve San Francisco Bay from indiscriminate filling. The Act initially established the BCDC as a temporary State agency charged with preparing a plan for the long-term use of the San Francisco Bay. In August 1969, the McAteer-Petris Act was amended to make BCDC a permanent regulatory agency and to incorporate the policies of the Bay Plan. BCDC jurisdiction includes the San Francisco Bay and a 100-foot-wide band along the shoreline ~~of the San Francisco Bay.~~, as well as other areas not relevant to this particular project. The Bay ~~shoreline~~ is defined as all areas that are subject to tidal action from the south end of the San Francisco Bay to the Golden Gate (Point Bonita–Point Lobos), and to the Sacramento River line (a line between Stake Point and Simmons Point, extended northeasterly to the mouth of

> Marshall Cut), including~~. The BCDC will claim~~ all sloughs, and ~~(~~specifically the marshlands lying between mean high tide and ~~up to~~ 5 feet above mean sea level ~~where marsh vegetation is present)~~; tidelands (lands lying between mean high tide and mean low tide); and submerged lands (land lying below mean low tide) in this region. The McAteer-Petris Act also provides that within the 100-foot shoreline band, the BCDC may deny an application for a permit on the grounds that the project fails to provide maximum feasible public access, consistent with the proposed project, to the Bay and its shoreline. ~~requires that "maximum feasible public access, consistent with a project be included as part of each project to be approved by the BCDC."~~

The edits to the Draft EIR as submitted provide clarifications about the McAteer-Petris Act but do not change the conclusions of the analysis within the Draft EIR.

1-5 Hazards and Hazardous Materials (Groundwater). The commenter notes BCDC's comments on the NOP specific to groundwater rise relative to contaminants in soil or groundwater. The Draft EIR Chapter 12 (Hazards and Hazardous Materials), page 12-5, provides a summary of extensive investigations conducted at the site and surrounding properties. As documented on page 12-5 there are two open cases of known contamination of groundwater and/or soils from neighboring upgradient industrial businesses. Remediation and monitoring at these sites is ongoing, and no volatile organic compounds (VOCs) have been detected at the project's on-site monitoring well since 2013. This indicates that changes in elevation of the groundwater table, if it were to occur, would not further mobilize contaminants because incidents of past contamination are already being addressed. The potential effects of soil and groundwater quality are discussed on page 12-18 of the Draft EIR.

It is also important to note that the comment is addressing an existing recognized environmental condition, and rising groundwater is not a consequence of the project. CEQA requires the evaluation of physical environmental effects of a project upon the environment. Implementation of the project will have no effect upon existing remediation efforts, nor will the project alter changes in groundwater levels.

1-6 Hydrology and Water Quality. The City of Belmont acknowledges BCDC's NOP comments and reference to the OPC's 2024 SLR Guidance document. Please see detailed responses to comments below.

1-7 Sea Level Rise and Flood Resilience. The comment notes the most current OPC SLR guidance document dated June 2024 and suggests that the analysis of SLR should reflect end of century (year 2100) projections.

As background, the prior OCP guidance (2018) projected approximately 2 feet of SLR by mid-century (year 2050). The recently updated OPC guidance (2024) revises projected SLR down to one foot by 2050 (based on the Intermediate-High SLR scenario). The most

current FEMA Flood Insurance Rate Map (FIRM) for the area (Panel No. 06081C0169G, 2019) identifies the project area as located in flood zone X. In flood zone X, the project site does not have a specific FEMA base flood elevation. The adjacent property and Belmont Creek are located in flood zone AE with a base flood elevation of 10 feet. Due to the proximity of zone AE, the City of Belmont has requested that the finished floor of future buildings be at least 12 feet above MSL to ensure the buildings are high enough due to their relationship to the nearby zone AE. The Draft EIR Section 13.3.2 simply provides setting information regarding the Mean Higher High Water (MHHW) sea level elevation, King Tides, and previously mapped 100-year and 500-year flood zones near the project site.

As noted in Section 2.2.1 Master Response above, CEQA generally does not require the analysis of existing or future environmental conditions, such as SLR, on the project. Because the content of the received comments pertains to SLR rather than project-related impacts to the environment, the comments from BCDC associated with SLR are not CEQA concerns. However, in direct response to BCDC's comments the following information is provided.

BCDC requires that permit applicants prepare a SLR Risk Assessment for review and approval by BCDC. This assessment involves evaluating the project site's vulnerability to SLR and storm surge based on BCDC's guidance, and documenting compliance with Bay Plan policies as it relates to the project and SLR. The SLR Risk Assessment will also identify and demonstrate how the project incorporates SLR adaptation measures along Belmont Slough to remain resilient through flood hazards expected by mid-century per the OPC (2024) Intermediate-High SLR Scenario, and through the end of the century.

A SLR Risk Assessment will be provided to BCDC as part of BCDC's review of the project and will address the specific SLR and flood resilience concerns in BCDC's comment letter but is not required or relevant to the CEQA environmental impact analysis in this EIR.

While none of the findings of less than significant impacts as identified in Chapter 13 of the Draft EIR would change as a result of the BCDC permitting process, existing project details already address resiliency in regards to SLR as follows:

- The proposed finished floor elevation at elevation +12 feet NAVD88 incorporates a SLR allowance of 1.6 feet over the 100-year extreme tide elevation, which makes the buildings resilient to around year 2061.

- With the proposed SLR adaptation measures along Belmont Slough, and assuming adjoining areas will have similar levels of protection in the future, the development would remain resilient to SLR through the end of the century.

- With the proposed site improvements, the Belmont Creek Trail will be located at approximately +12.5 feet NAVD88, which incorporates a SLR allowance of 2.1

feet over the 100-year extreme tide level (ETL). Based on this trail elevation, the trail would not have a potential to be impacted by a 1% annual chance (100-year) storm event until after 2068. Depending on the rate of SLR toward the end of the century, the trail could potentially be temporarily inundated on King Tides after 2090 but would not experience flooding during daily tides until 2110.

- With proposed SLR adaptation measures along Belmont Slough in place, the trail would not be projected to be impacted by SLR until after the end of the century.

1-8 OneShoreline's Planning Policy Guidance. The relationship and relevancy of the June 2023 OneShoreline Planning Policy Guidance document is noted for the record. As noted on page 2, the document is identified as voluntary guidance to local agencies but does not represent mandatory regulations. The document is considered an important local resource and its recommendations will be considered by the City of Belmont during project review. However, as a guidance document it is not necessary to include these recommendations and planning policies within the regulatory setting of the Draft EIR.

Regarding sea level rise resilience through the end of the project life and protection of public access, please see response to comment 1-7 above. Additionally, the project proposes on-site and off-site public access improvements, such as constructing a new sidewalk along Sem Lane and widening the Belmont Creek Trail. This proposed development would be designed to be resilient to projected SLR and flood hazards through mid-century and incorporate adaptive planning elements to accommodate SLR and potential flood hazards through end-of-century.

1-9 Stormwater System Design and Operation. The City and the project design team understand and are aware of the shallow underground water table. The applicant's design team has followed the recommendation of the Geotechnical report prepared by Cornerstone Earth Group (Draft EIR Appendix F, June 2022), as well as the guidelines in Appendix E of the San Mateo County C.3 Stormwater technical guidance.

To clarify the operation of the stormwater system, the design for the post-construction stormwater measures include an impermeable liner around the bioretention areas, which would prevent infiltration from ground water. The ground water was observed to be 4 feet below the current grade based on exploratory borings (not 3 feet, as suggested in the comment).

The project design includes the current guidelines of the County C.3 stormwater technical guidance and recommendation of the geotechnical report to ensure the successful long-term function of the storm drain system and stormwater measures given the site conditions.

With respect to groundwater rise, based on OPC (2024) guidance, proposed buildings and amenities related to the 1301 Shoreway Project would not be impacted by potential groundwater flooding until after the end of the century. Specifically, because the project site would be graded to a new elevation of +12 feet NAVD88, and the groundwater elevation is approximately +7 feet NAVD88, there would be approximately 5 feet between the new grade elevation and the groundwater levels. Per the OPC, the Intermediate-High SLR Scenario for the year 2100 has a projected SLR of 4.8 feet, which does not exceed the 5 foot allowance between the proposed site grade and groundwater level.

1-10 Drainage Patterns. The comment requests a discussion that explains how raising the elevation of the site would not increase the rate and volume of drainage volumes off site into adjacent areas. In response, raising the site elevation is not the primary factor affecting runoff volume. As noted on page 13-16 of the Draft EIR, raising the base elevation of the project site would not change off-site stormwater flows or result in a significant impact to project site runoff volumes. Further, the reduction in runoff volume calculated for the project compared to existing conditions is a function of designing with greater areas of landscaping and pervious pavement materials. Pre- and post-project drainage volumes are described on page 13-14 of the Draft EIR.

1-11 Flood Hazards. The comment requests that the Draft EIR address the potential for flooding from groundwater rise in the context of inundation and release of pollutants. In response, please see Section 2.2.1 Master Response, as well as response to comments 1-7 and 1-9 above regarding SLR adaptation and the project design's responsiveness to groundwater rise. Considering the project's flood protection measures through mid-century and long-term adaptation through the end of the century, flood risk (and the potential for inundation and pollutant release from flood risk) is correspondingly minimized. It should also be noted that the project's buildings propose no subsurface/below grade spaces that would be subject to inundation.

1-12 Land Use and Planning. The comment regarding the McAteer-Petris Act and the Bay Plan, in the context of BCDC comments on the NOP, are acknowledged. While the McAteer-Petris Actis a State law that was amended to make BCDC a permanent regulatory agency, this law is referenced elsewhere in the Draft EIR (page 7-15, Biological Resources). For the purposes of the Draft EIR, State law is appropriately cited for regulatory context but does not require a detailed analysis relative to the project under review.

Similarly, and in response to BCDC comments on the NOP, the Bay Plan is referenced throughout the Draft EIR (for example, page 7-13, Biological Resources, page 16-5, Public Services, and page 17-8, Transportation). Consistency with the Plan is discussed in the context of CEQA significance criteria, and specific elements and policies of the Plan have been considered within the impact analysis and mitigation measures of the Draft EIR.

Draft EIR Chapter 14, Land Use, Population and Housing (and Table 14-1, General Plan Consistency Analysis), is focused on City of Belmont policies as the lead agency under CEQA. While it is understood that BCDC will review and consider the City's Final EIR with the project's permit application, the City anticipates that BCDC will conduct its own consistency determination during project review as a State responsible agency.

1-13 Public Services and Recreation. The comment reiterates comments received from BCDC on the NOP regarding the project's service area, service population and related effects upon recreation facilities within BCDC jurisdiction.

In response, the service area of the Belmont Creek Trail and associated amenities along the creek are identified on Draft EIR page 16-10, noting that the service area and population is limited in scope due to the project location and land use pattern of the immediate area. The potential effects of the project are described on pages 16-9 and 16-10, explaining that this employment use would be expected to increase use of the trail, but not to levels to cause physical deterioration to the point where CEQA thresholds would be exceeded.

Regarding public access and recreational facility resiliency to SLR, please see Section 2.2.1 Master Response, and response to comments 1-7 and 1-8 above.

1-14 Conclusion. Closing remarks and contact information are appreciated and noted. No further response is required.

2.3.2 Response to Letter 2: California Department of Fish and Wildlife, Erin Chappell, Regional Manager

2-1 Introductory Comments. Introductory comments confirming CDFW receipt of the Notice of Availability of the Draft EIR and opportunity to provide comments are noted for the record. No further response is required.

2-2 CDFW Role. Comments documenting CDFW's reviewing role as both a Trustee Agency and Responsible agency are appreciated and noted for the record. As the comments do not raise substantive issues specific to the EIR analysis, no further response is necessary.

2-3 Project Description Summary. Comments regarding the basic components of the project description are noted for the record. These factual comments do not raise substantive issues regarding the EIR analysis. No further response is necessary.

2-4 Comments and Recommendations – Potential Impacts to California Ridgway's Rail and California Black Rail. CDFW's comments focus on the potential presence of these species, potential impacts including direct mortality from project construction, and note the state and federal protected status of the species.

The Draft EIR Chapter 7 (Biological Resources, page 7-2) notes the potential presence of these species adjacent to the project site. According to the CNDDB (2022) database and field surveys (H.T. Harvey, 2022), preliminary evidence indicates that CRRA and BLRA, if present, are more likely to be occasional foragers, migrants, or transients along Belmont Creek. Given the level of conservation risk, however, existing mitigation within the Draft EIR has been amplified to conservatively address CDFW's concerns and recommendations. See Response 2-5 below.

2-5 Recommended Mitigation Measures. CDFW comments recommend mitigation measures specific to CRRA and BLRA. While Draft EIR mitigation measure MM BIO-1.1 (Draft EIR page 7-19) includes provisions for surveys, buffers, and avoidance, the measure now includes language clarifications and amplifications to specifically address CRRA and BLRA. This measure is reflected in the project's mitigation monitoring and reporting program (MMRP).

MM BIO-1.1 Avoidance and Preconstruction Survey

Seasonal Avoidance. Tree removal, demolition, and the start of construction activities shall be scheduled to avoid the nesting season for breeding and special status bird species. If such activities take place outside the nesting season, all impacts on nesting birds protected under the MBTA and California Fish and Game Code will be avoided. The nesting season for most birds in San Mateo County extends from February 1 through August 31, and January 15 through August 31 for CRRA.

Preconstruction/Pre-disturbance Surveys. If it is not possible to schedule construction activities between September 1 and January ~~31~~14, then preconstruction surveys for nesting birds shall be conducted by a qualified biologist to ensure that no nests of migratory birds will be disturbed during project implementation. These surveys shall be conducted no more than 7 days prior to the initiation of tree removal, demolition, ground disturbance, or construction activities for each construction phase. During this survey, the biologist will inspect all trees and other potential nesting habitats (e.g., trees, shrubs, buildings, and the ground) in and immediately adjacent to the impact areas for migratory bird nests.

In addition to the general surveys above, a qualified biologist shall conduct protocol-level surveys of CRRA and BLRA in suitable habitats adjacent to the project using the 2017 California Clapper Rail Survey Protocol.

Buffers. If an active nest is found within areas that would be disturbed by project activities, the biologist will determine the extent of a construction-free buffer zone to be established around the nest (typically 300 ft for raptors and 100 ft for

other species), to ensure that no nests of species protected by the MBTA and California Fish and Game Code will be disturbed during project implementation.

If CRRA or BLRA are found in suitable habitat near the project site, a 700-foot no-work buffer shall be implemented between construction activity and any current-year breeding CRRA and BLRA detections if construction cannot be avoided during the rail breeding season. If a 700-foot buffer is not feasible, noise reduction through modification to equipment and/or implementation of acoustic barriers/blankets may be employed to attenuate noise and reduce visual impacts to breeding rails. Buffers and/or physical barriers shall be established in consultation with CDFW.

Inhibition of Nesting. If construction activities will not be initiated until after the start of the nesting season, all potential nesting substrates (e.g., bushes, trees, grasses, and other vegetation) that are scheduled to be removed by the project may be removed prior to the start of the nesting season (e.g., prior to February 1 January 15). This will preclude the initiation of nests in this vegetation and prevent the potential delay of the project due to the presence of active nests in these substrates.

2-6 Environmental Data. The comment requests that any special-status species and natural communities identified during project surveys be reported to the CNDDB. The qualified project biologist will be asked by the applicant and/or City of Belmont to submit any required survey forms to inform the database.

2-7 Environmental Document Filing Fees. Comments regarding filing fees are noted and will be paid by the project sponsor upon filing of the Notice of Determination.

2-8 Conclusion. Conclusionary comments and contact information are appreciated and noted for the record.

2.3.3 Response to Letter 3: California Department of Transportation, Yunsheng Luo, Branch Chief, Local Development Review

3-1 Introductory Comments and Project Understanding. Introductory comments regarding Caltrans' Local Development Review program and understanding of the project under review are noted for the record. No further response is required.

3-2 Travel Demand Analysis. Comments note and concur that the project VMT analysis and significance determination are consistent with City of Belmont VMT policy. The project's employee trip reduction strategies within Draft EIR Chapter 17 and the final Transportation Demand Management (TDM) plan will be documented with annual monitoring reports, as required by the project's mitigation monitoring and reporting program (MMRP).

3-3 C/CAG VMT/Greenhouse Gas (GHG) Model Mitigation Program. The City of Belmont acknowledges the origins of the C/CAG Model Mitigation Program. The City welcomes collaboration with Caltrans and C/CAG to explore additional program options. As this comment reflects citywide and regional policy, no further response is required.

3-4 Hydrology. The City of Belmont notes Caltrans' conclusion that no significant adverse drainage condition is expected on US 101 as a result of the project. No further response is required.

3-5 Water Quality Regulations. Comment recommending that the most current (2022) National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit should be referenced is acknowledged and noted for the record. The comment is correct that the most current information should be referenced in Section 13.4 of the Draft EIR where the NPDES Construction Stormwater General Permit is discussed. The clarifications to this text are acknowledged, shown below, and incorporated into the record.

Draft EIR, page 13-5:

> Increased compliance tasks under the most recently adopted ~~2009~~ 2022 Construction General Permit include project risk evaluation, effluent monitoring, receiving water monitoring, training, inspections, electronic data submission of the SWPPP and all other permit registration documents, and a Rain Event Action Plan (REAP), which must be designed to protect all exposed portions of a project site within 48 hours prior to any likely precipitation event.

Draft EIR, page 13-8:

> Pursuant to the CWA, in 2009, the SWRCB issued a statewide general NPDES Permit for stormwater discharges from construction sites (NPDES No. CAS000002). The NPDES permit was reissued in 2022 (Order WQ 2022-0057-DWQ). Under this reissued permit, discharges of stormwater from construction sites with a disturbed area of one or more acres must obtain individual NPDES permits or be covered by the General Permit—i.e., by filing a Notice of Intent with the SWRCB and developing and implementing a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP must contain a site map that shows the construction site perimeter, existing and proposed buildings, lots, roadways, stormwater collection and discharge points, general topography both before and after construction, and drainage patterns across the project site. The SWPPP must also list best management practices (BMPs) implemented on the construction site to protect/retain stormwater runoff, and must contain a visual monitoring program, a sampling, analysis, and monitoring requirement for "non-visible" pollutants, and a monitoring plan if the site discharges directly to a water body listed on the state's 303(d) list of impaired waters.

Additionally, as noted on page 13-13 in Section 13.5.4 of the Draft EIR, the project would comply with the NPDES permit requirements. As such, the edits to the Draft EIR as submitted provide clarifications about the most current version of the NPDES Construction Stormwater General Permit, but do not change the conclusions of the analysis within the Draft EIR. Therefore, document recirculation would not be necessary, and no further response is required.

3-6 Construction-Related Impacts. Reminders regarding other Caltrans projects in the project vicinity and Caltrans contact information for future coordination is noted for the record and appreciated. No further response is required.

2.4 Organization Responses to Comments

2.4.1 Response to Letter 4: Advocates for the Environment, Dean Wallraff, Executive Director

4-1 Introductory Comments. Comments regarding representation and the basic components of the project description are noted for the record. These comments do not raise substantive issues regarding the EIR analysis. No further response is necessary.

4-2 Net-Zero Greenhouse Gas Emissions Threshold. The commenter suggests that the City should use a net-zero GHG significance threshold, with unsubstantiated statements that it is more affordable to construct new buildings to be net-zero now than to retrofit an old building in the future to meet the same standard. The commenter also references California's policy to achieve net-zero GHG emissions no later than 2045 (presumably AB 1279). In response, the State has not adopted a net-zero GHG threshold (or any GHG threshold) for individual development projects. The State's policy to achieve net-zero GHG emissions by 2045 requires CARB to ensure that their Scoping Plan updates identify and recommend measures to achieve carbon neutrality, and to identify and implement policies and strategies that enable carbon dioxide (CO_2) removal solutions and carbon capture, utilization, and storage (CCUS) technologies. As discussed in Draft EIR page 11-23, the project would not conflict with the 2022 CARB Scoping Plan following compliance with all applicable regulations.

The commenter states that two of the largest mixed-use developments in the history of California have moved forward as net-zero communities after losing CEQA lawsuits. However, the 2022 CARB Scoping Plan notes that projects that have agreed to net zero GHG emissions such as "…the Newhall and Tejon Ranch projects do not necessarily represent the type of development that California most needs to simultaneously tackle the housing and climate crises…" Each of those projects represent large new mixed-use communities. The 2022 CARB Scoping Plan notes that several key State actions should be accounted for in local target-setting, including zero-emission light-duty vehicles (relevant to transportation electrification); smart growth/VMT reduction (relevant to vehicle miles traveled reduction); and new and existing residential and commercial buildings (relevant to building decarbonization).

The 2022 CARB Scoping Plan does not recommend a net-zero GHG threshold for individual development projects, noting that such thresholds may make it more difficult to achieve statewide goals by prohibiting or complicating projects that are needed to support the State's climate goals, like infill development or solar arrays. The 2022 CARB Scoping Plan also cautions using net-zero targets and specifically notes that jurisdictions considering a net-zero target should carefully consider the implications it may have on emissions in neighboring communities and beyond. Appendix D page 18 of the 2022 CARB Scoping Plan states the following:

> "Jurisdictions should also avoid creating targets that are impossible to meet as a basis to determine significance. For example, a net-zero target may imply that the GHG emissions of any project that are not reduced or offset to zero would be considered potentially significant. This may lead to undue burdens and frustrate project approval processes, which may be particularly problematic for residential development in climate-smart, infill areas. In addition, some jurisdictions have more land capacity to remove and store carbon, while others host GHG-emitting facilities that serve necessary functions and will take time to transition to new technology (e.g., municipal wastewater treatment plants, landfills, energy generation facilities)."

Local governments have the discretion to adopt targets that apply to their jurisdictions as long as those targets are supported by substantial evidence. The Draft EIR uses a GHG threshold developed by the BAAQMD, which is based on substantial evidence as explained in the Draft EIR Section 11.5, Greenhouse Gas Emissions pages 11-14 and as discussed under Response 4-3 below. Based on this threshold, which is supported by substantial evidence, the project's GHG impacts were found to be less than significant.

4-3 Threshold Is Not Supported by Substantial Evidence: The City of Belmont has not yet adopted a numeric significance threshold for determining significant impacts associated with GHG emissions. Air districts typically act in an advisory capacity to local governments in establishing the framework for environmental review of air pollution impacts under CEQA. This may include recommendations regarding significance thresholds, analytical tools to estimate emissions and assess impacts, and mitigations for potentially significant impacts. Although air districts will also address some of these issues on a project-specific basis as responsible agencies, they may provide general guidance to local governments on these issues.[2]

The City utilized BAAQMD's recommended thresholds in the Draft EIR because BAAQMD's thresholds are supported with substantial evidence (BAAQMD Appendix B, 2023). In Draft EIR Section 11.5.1 the analysis explains the BAAQMD thresholds that a project must meet in order to result in a less than cumulatively considerable

[2] Bay Area Air Quality Management District, *2017 CEQA Air Quality Guidelines*, 2017.

contribution to cumulative climate change impacts. A project must meet criteria A or B below:

A. Projects must include, at a minimum, the following project design elements:

1. Buildings

a. The project would not include natural gas appliances or natural gas plumbing (in both residential and nonresidential development).

b. The project would not result in any wasteful, inefficient, or unnecessary energy usage as determined by the analysis required under CEQA Section 21100(b)(3) and Section 15126.2(b) of the State CEQA Guidelines.

2. Transportation

a. Achieve a reduction in project-generated vehicle miles traveled (VMT) below the regional average consistent with the current version of the California Climate Change Scoping Plan (currently 15 percent) or meet a locally adopted SB 743 VMT target, reflecting the recommendations provided in the Governor's Office of Planning and Research's Technical Advisory on Evaluating Transportation Impacts in CEQA:

i. Residential projects: 15 percent below the existing VMT per capita

ii. Office projects: 15 percent below the existing VMT per employee

iii. Retail projects: no net increase in existing VMT

b. Achieve compliance with electric vehicle requirements in the most recently adopted version of CALGreen Tier 2.

B. Be consistent with a local greenhouse gas reduction strategy (GHGRS) that meets the criteria under the CEQA Guidelines section 15183.5(b).

Because the Climate Action Plan (CAP) is consistent with SB 32 and is a qualified GHGRS under the CEQA Guidelines section 15183.5(b) the proposed project can use the CAP to evaluate the impact significance of full-build out emissions. The CAP spotlights 23 recommended GHG emissions reductions, and of these 23 only 10 apply to the project. The other 13 measures do not apply to the project as they are directed toward public project development. See Table 11-4 on page 11-19 for consistency evaluation.

The City thus relies on use of consistency with the qualified CAP, Plan Bay Area, AB 32, and SB 32, as the threshold. The City of Belmont's CAP is a guide that outlines a path for the City to achieve its community GHG reduction goal of 50 percent reduction below 2005 levels by 2035.

4-4 Insufficient Evidence for 15% VMT Reduction for TDM Program. The comment summarizes the project's transportation mitigation measure (MM TRA-1) as identified in the Draft EIR to reduce vehicle miles traveled (VMT) impacts to a less than significant impact. The commenter argues that the mitigation lacks evidence of effectiveness and performance standards, and claims the Draft EIR improperly defers the formulation of MM TRAF-1 to a later date. In response, it is important to consider how TDM programs can be effectively implemented, monitored, and adjusted over time to meet the trip reduction performance standards established by the lead agency.

The specific trip reduction strategies are stated within the draft TDM Plan (Hexagon, 2024, Draft EIR Appendix I, beginning page 39). The draft TDM plan identifies specific measures related to active transportation, transit, and on-site amenities that would be appropriate for an employment generating use such as the proposed project. The draft plan demonstrates that there are effective measures available to the project to meet the City's TDM policy. In addition, the project is required to meet the C/CAG TDM requirements, which are a 35 percent trip reduction for this type of project and size. Following C/CAG methodology, Table 12 in the Hexagon report shows how the measures sum up to a 35 percent trip reduction. Following review and consideration by the City, a final TDM plan will be prepared that the project must implement. The specific measures identified in the TDM plan will be evaluated for effectiveness and enforced by the City over time (annually) per the mitigation monitoring and reporting program (MMRP) to be adopted at the time the Final EIR is certified. For the purposes of CEQA, this is a sufficient mitigation measure because it specifies a clear performance standard, timing, and enforcement requirements tied directly to the City's TDM policy and trip reduction thresholds, which are stated in MM TRA-1. If the project is not meeting its trip reduction goals, the City can require adjustments to the program to increase effectiveness. This approach to TDM Plan implementation is common practice.

Draft EIR page 17-16 states that the "effectiveness of the TDM plan shall be reviewed annually and adjusted as necessary to maintain these trips and VMT reductions." Therefore, there is no improper deferral of mitigation, nor is there a failure to demonstrate that the TDM program would effectively mitigate the project's potentially significant employment VMT impact. MM TRA-1 is not needed to reduce a GHG impact.

Comments and critique regarding the structure of the City of Belmont VMT policy, with respect to the size of the project, is noted. The TDM Program Report and guidebook, reduction criteria and points system represent established and adopted policy are based on professional transportation planning principles. The Draft EIR appropriately identifies

City policy as the threshold of review. The Draft EIR does not establish the City's thresholds.

4-5 Inadequate Commitment to BAAQMD Best Management Practices. The comment suggests a lack of enforceability for the BAAQMD's construction Best Management Practices (BMPs). These are standard construction practices included in the BAAQMD's 2022 CEQA Guidelines in Tables 5-2 and 5-3 and recommended for all projects within the air basin (see Appendix D: *Using CalEEMod for Bay Area Projects)*. The BAAQMD strongly encourages projects to include the *Enhanced Best Management Practices.* The commenter incorrectly assumes the *Enhanced Best Management Practices* are also required for all projects. However, project construction modeling conservatively did not include a majority of the BMPs to show emissions remained below the BAAQMD criteria pollutant thresholds.

The BAAQMD acknowledges that "construction emissions are temporary and variable, the Air District has not developed a quantitative threshold of significance for construction-related GHG emissions. However, the Lead Agency should quantify and disclose GHG emissions that would occur during construction" (2022 CEQA Guidelines Chapter 6). The Project specific construction GHG impacts were disclosed on page 11-16 of the DEIR. This methodology is also included on page 11-17 of the DEIR. The 2022 CEQA guidelines go on to state that while significance of construction-related GHG emissions are not determined, in order to minimize air quality pollutants, projects should incorporate BMPs included as Table 6-1 in the guidelines. The Project has included some of these practices such as Tier 4 Final equipment (MM AQ-1).

In addition, the comment and DEIR are citing BAAQMD's 2017 CEQA Guidelines. These specific measures listed were removed in the new BAAQMD 2022 CEQA Guidelines. Other measures and practices are included as *Basic Best* and *Enhanced Management Practices for Construction-Related Fugitive Dust Emissions* and the *Best Management Practices for Construction-Related GHG Emissions.* The Project modeling did not assume the measures besides Tier 4 Final per MM AQ 1. Therefore, the construction values shown in Tables 6-7, 9-3, and 11-2 are conservative and inclusion of these BMPs would further reduce emissions. Impacts would remain less than significant. Therefore, the additional measures are not necessary nor required for the project.

4-6 Consistency with Identified Applicable Plans: The comment incorrectly asserts that the Draft EIR did not evaluate consistency with all applicable GHG reduction plans. The Draft EIR evaluated the project's consistency with the CARB 2022 Scoping Plan (Draft EIR pages 11-23), City of Belmont Climate Action Plan (Draft EIR pages 11-19 through 11-22), and Plan Bay Area/ California Senate Bill 375 (Draft EIR page 11-22). These are the governing GHG reduction plans applicable to the project. Additionally, the broader air quality and GHG regulatory framework is outlined in Section 11.4 of the Draft EIR.

The comment incorrectly implies that AB 32 is used as a project level GHG threshold. AB 32 is discussed in the Draft EIR in reference to BAAQMD methodology recommendations (page 11-16), in conjunction with various State reduction targets for context (page 11-17), and discussed for disclosure and background to the Scoping Plan (page 11-23) and the overall regulatory environment. The AB 32 discussion in the analysis is provided for disclosure and background to the Scoping Plan consistency analysis since AB 32 required the State's initial Scoping Plan and requires Scoping Plan updates every five years. The Draft EIR's GHG impact conclusions do not rely on consistency with AB 32 and the analysis is not based on AB 32 related thresholds or reduction targets.

The Draft EIR instead evaluates consistency with the 2022 Scoping Plan, which accounts for the State's latest GHG reduction targets established by SB 32 and AB 1279 (among others). The key elements of the 2022 CARB Scoping Plan focus on transportation. Specifically, the 2022 CARB Scoping Plan aims to rapidly move towards zero-emission (ZE) transportation (i.e., electrifying cars, buses, trains, and trucks), which constitutes California's single largest source of GHGs. The project would benefit from the State targets set forth within the 2022 CARB Scoping Plan. Approximately 92 percent of the project's emissions (and approximately 130 percent of the project's net emissions) are from energy and mobile sources which would be further reduced by implementation of current State programs. It should be noted that the project and the City have no control over vehicle emissions (approximately 80 percent of the project's total emissions and 115 percent of the project's net emissions). However, these emissions would decline in the future due to statewide measures including the reduction in the carbon content of fuels, CARB's advanced clean car program, CARB's mobile source strategy, fuel efficiency standards, cleaner technology, and fleet turnover. Accordingly, the project does not interfere with the State's efforts to reduce GHG emissions under the 2022 CARB Scoping Plan, the 2017 Scoping Plan, Executive Order B-55-18 (statewide carbon neutrality by 2045), or the Belmont City Code (all electric buildings [prescriptive compliance pathway only] or all-electric ready).

As noted on Draft EIR page 11-18, project operations would also benefit from the implementation of current and potential future energy regulations including the SB 100 renewable electricity portfolio target of 60 percent renewable energy by 2030. SB 100 also established a further goal to have an electric grid that is entirely powered by clean energy by 2045.

Further, as noted in the Draft EIR the proposed project is required to comply with all building codes in effect at the time of construction which include energy conservation measures mandated by Title 24 of the California Building Standards Code – Energy Efficiency Standards (see Draft EIR page 11-18). Title 24 is part of the State's plans and regulations for reducing emissions of GHGs to meet and exceed State energy reduction goals. Because Title 24 standards require energy conservation features in new construction, they help reduce GHG emissions. Building Energy Efficiency Standards are updated on an approximately three-year cycle and the most recent 2022 standards

went into effect January 1, 2023. The project would be required to comply with the latest applicable version of the Building Energy Efficiency Standards.

AB 1279 codified the requirements of Executive Order B-55-18 and requires the State both to achieve net zero GHG emissions as soon as possible, but no later than 2045, and achieve and maintain net negative GHG emissions thereafter. As noted above, these GHG reduction targets do not require individual development projects to achieve net zero GHG emissions or use a net zero threshold (see response to Comment 4-2). Additionally, as noted above, the Draft EIR does not rely on consistency with AB 32 and the analysis is not based on AB 32 related thresholds or reduction targets. Therefore, the GHG analysis does not base any conclusions or its significance finding on outdated policy.

The comment asserts that the Draft EIR did not evaluate consistency with all applicable GHG reduction plans and lists Executive Oder B-55-18, the 2022 CARB Scoping Plan, the 2017 Scoping Plan, and the Belmont City Code. However, the comment is general and does not refer to any specific plans that should be addressed, beyond consistency with the applicable plans listed above. As noted above, AB 1279 codified the requirements of Executive Order B-55-18 and the 2022 CARB Scoping Plan incorporates these reduction goals. As the 2022 CARB Scoping Plan includes EO B-55-18 goals of net zero GHG emissions by 2045, evaluating the project against the 2022 CARB Scoping Plan ensures consistency with the State's net zero goal.

The comment states that the project is inconsistent with Executive Order B-55-18 because it does not prohibit the use of gasoline, diesel, and natural gas. However, Executive Order B-55-18 includes no such requirement. The Executive Order sets a goal to achieve carbon neutrality by 2045 but does not establish a project level threshold or require the State to prohibit any fuels. The purpose of the Executive Order is to direct State policies and programs.

The comment also cites a 2022 CARB Scoping Plan for 50 percent of all industrial energy demand to be electrified by 2045. It should be noted that the 2022 CARB Scoping Plan does not identify this as a project level requirement. The 2022 CARB Scoping Plan cites AB 197 to achieve this goal. AB 197 provides additional guidance on how to achieve the reduction targets established in EO B-30-15 and SB 32. Additionally, the 2022 CARB Scoping Plan's goal is intended to reduce GHG emissions from industrial processes. The comment also notes that the 2022 CARB Scoping Plan emphasizes decarbonizing "industrial facilities." As the project is office and/or life science space, it is not an industrial facility and would not include industrial processes as part of project operations. Further, the displacement of fossil fuel use referenced in the comment cites a section of the Scoping Plan that addresses energy demand in industrial manufacturing, oil and gas extraction, and petroleum refining. As noted above, the project proposes an office and/or life science space and does not involve any industrial manufacturing, oil

and gas extraction, and petroleum refining. Therefore, the goal cited in the comment is not applicable to the project.

The Draft EIR also evaluated the project's consistency with the City of Belmont Climate Action Plan, Plan Bay Area/ California Senate Bill 375, AB 32, and SB 32. As noted above, AB 32 established the foundation of the State's GHG reduction goals and Scoping Plan requirements and has been built upon with more recent legislation as discussed in the Draft EIR (page 11-23). The Draft EIR analysis discusses AB 32 in conjunction with various State reduction targets for context but does not use the regulation as the CEQA threshold for GHG emissions.

The project would be required to comply with all applicable City Code requirements. Chapter 7 Article IV, Division 10 of the Belmont City Code requiring all-electric buildings is applicable. However, exceptions are provided if an all-electric prescriptive compliance pathway is not achievable for the project. The applicant must apply for a modification to the code requirement for the laboratory component of the project, if the ultimate end user requires natural gas for any aspect of operation. The remaining office uses would be all-electric and would not include natural gas infrastructure. While the use of natural gas within the project is not known at this time, the Draft EIR analysis is conservative as it was modeled with the *possibility* of natural gas for the laboratory portion. The project must also meet any existing standards for electrical vehicle charging per City of Belmont General Plan Consistency Table on page 14-11.

4-7 Conclusion. Closing remarks summarizing prior comments are noted for the record and require no further response.

2.4.2 Response to Letter 5: Adams Broadwell Joseph & Cardozo, Alaura McGuire and Christina Caro

5-1 Introductory Comments. Comments regarding representation and the basic components of the project description are noted for the record. These factual comments do not raise substantive issues regarding the EIR analysis. No further response is necessary.

5-2 CEQA Compliance Required. The comment recommends that the City of Belmont comply with CEQA and engage with the public as part of a Development Agreement. These suggestions are comments noted for the record but do not raise substantive issues regarding the EIR analysis. No further response is necessary.

5-3 Statement of Interest. The commentor identify the parties and labor unions represented and the interests of those parties. General editorial comments are also included regarding the potential effects of some projects. These suggestions are comments are noted for the record but are not specific to the 1301 Shoreway Project and do not raise substantive issues regarding the EIR analysis. No further response is necessary.

5-4 City Must Comply with CEQA. The comment requests that the City of Belmont comply with CEQA and summarizes some of the EIR's findings regarding potentially significant effects. Comments are noted for the record. The EIR has been prepared to identify the project's potentially significant effects as required by CEQA.

5-5 Development Agreement. The Draft EIR notes that the applicant intends to enter into a Development Agreement with the City of Belmont as one of the project's potential actions and approvals. Comments further describe the purpose of a Development Agreement and possible provisions of such an agreement.

The comment is correct that a Development Agreement is not included in the description beyond noting the applicant's intent to pursue such an agreement. The Draft EIR analyzes the project's potential environmental effects as the project has been presented in the project application. A Development Agreement is not a requirement of discretionary projects and often addresses financial obligations or benefits. For example, the commentor notes "workforce benefits" and "workforce training" as possible provisions of a Development Agreement. Such provisions would have no physical environmental effect.

It is not uncommon for the terms of an agreement to be negotiated outside of the CEQA review process. Should any future agreement alter the project description or include physical improvements beyond or significantly different from what has been analyzed in the Draft EIR, the City of Belmont would be required to consider the environmental implications of such improvements, if any.

5-6 Conclusion. Closing remarks summarizing prior comments are noted for the record and require no further response.

2.5 Individual Responses to Comments

2.5.1 Response to Letter 6: Steven and Nina Goodale

6-1 Introductory Comments. General statement regarding concern for the project's potential effects are noted for the record. Please see specific responses to the issues raised below.

6-2 Site Vulnerability and Current Conditions. The comment provides general information about the project location relative to Belmont Creek and the Belmont Slough and estuary. Similar setting information is provided on pages 13-2 and 13-3 of the Draft EIR. Comments also suggest that the existing private sump pump at the site is located in an area subject to tidal inundation, and reports nearby stage gauge levels. These observations and information appear to provide background for other specific comments. The existing sump pump would remain on the project site, as shown in Figure 3-13 of the Draft EIR. As identified in Draft EIR Chapter 13, Hydrology and Water Quality, the project would result in a reduction of impervious surface of approximately

58,000 square feet, thereby reducing the amount of stormwater flowing into the creek compared to existing conditions. No information in the comments is specific to the analysis provided in the Draft EIR, and therefore no further response to this comment is necessary.

6-3 Watershed Capacity and Flood Risks. The comment provides hydrological data and statistics for Belmont Creek, citing the 2019 Belmont Creek Watershed Management Plan. This plan, prepared for San Mateo County and the cities of Belmont and San Carlos, identify a series of flow conveyance and stormwater detention measures to manage creek flows into the future. The Draft EIR text has been updated, as shown below, to reference the plan for informational purposes and incorporated into the record.

Draft EIR, Page 13-10:

> **Belmont Creek Watershed Management Plan**
>
> The Belmont Creek Watershed Management Plan was prepared for San Mateo County, and the cities of Belmont and San Carlos, and adopted in 2019. The plan proposes flood risk reduction measures, green infrastructure, and water quality improvements to address flooding along Belmont Creek. Specifically, the plan targets improvements between Old County Road and Industrial Road in the City of Belmont, the City of San Carlos, unincorporated areas of the County, and the Caltrain tracks.

It is important to note that the measures proposed in the Belmont Creek Watershed Management Plan are located upstream from the project site and are not located within or immediately adjacent to the project site. Implementation of these measures, detention basins, and other improvements identified in the plan would serve to reduce peak flow volumes within the creek as it approaches the Bay. As such, the less than significant impacts related to flood risk in the project area analyzed on pages 13-15 through 13-18 of the Draft EIR could be decreased as a result of reduced peak flow volumes upstream. Moreover, no information in the comment is specific to the analysis provided in the Draft EIR. Therefore, the edits to the Draft EIR are provided for reference to potential improvements along Belmont Creek, but do not change the conclusions of the analysis within the Draft EIR. No further response is required.

6-4 Projected Sea Level Rise and its Implications. The comment notes projected sea level rise data for Belmont Creek, citing NOAA but with no specific document reference. Please refer to Section 2.2.1 Master Response and response to Comment 1-7 and 1-8 regarding SLR and resiliency relative to the OPC's 2024 guidance document and the Bay Plan.

6-5 Ocean Protection Council Report (2024). The comment cites information and SLR projections contained within the OPC's most current SLR guidance document. Additional comments regarding predicted changes in future storm and tide events are acknowledged but do not directly relate to the effects of the project on the environment. Please refer to Section 2.2.1 Master Response and response to Comments 1-7 and 1-8 regarding SLR and resiliency relative to the OPC's 2024 guidance document and the Bay Plan.

6-6 Critical Concerns. The comment notes and summarizes several of the commenter's concerns regarding site drainage performance, watershed drainage relative to tidal waters, and flooding potential.

With respect to high tides and site drainage, the project's preliminary storm drainage analysis (BKF, 2023) documents that, with the on-site stormwater drainage controls, pervious surface materials and a reduction in impervious surface area, the post-project water volumes leaving the site during storm events will be reduced compared to existing (pre-development) conditions. As the commenter notes, the project would raise the site elevation by approximately 2 feet, such that groundwater would be approximately 5 feet below the new site grade. According to the OPC, the projected SLR in 2100 is 4.8 feet, which is within the 5-foot allowance. The sump pump rim would be raised to be at, or above, the new site grade, to prevent groundwater from flowing into the sump.

With the proposed drainage improvements, rise in base flood elevation by 2 feet, and incorporation of mid-century flood protection and end of century adaptation measures, the potential for site flooding will be reduced with the project. Over time, it is also assumed that specific upstream projects as identified in the Belmont Creek Watershed Management Plan would be implemented to further reduce flood risk and peak flows downstream.

With respect to the interface between Bay waters and waters of the Belmont Creek watershed, these water bodies are hydrologically connected under existing conditions. As noted in the above response, post-project drainage conditions will reduce the amount of peak runoff created at the project site compared to existing conditions.

With respect to flood mitigation for existing and future scenarios, the project will raise the base flood elevation from 10 feet by 2 feet to +12 feet NAVD88, which will provide flood protection consistent with FEMA flood mapping. Extreme tides in the San Francisco Bay were assessed by BCDC in 2016, and a comprehensive study of tidal datums was published in 2021[3]. The study identified a 100-year extreme tide level of

[3] BCDC (2022). SF Bay Tidal Datums Web Application. San Francisco Bay Conservation & Development Commission. Published: November 9, 2021. Updated: June 8, 2022. SF Bay Conservation and Develop Commission Open Data Portal: https://databcdc.opendata.arcgis.com/apps/BCDC::sf-bay-tidal-datums-web-application/explore

elevation +10.45 feet NAVD88. Flooding associated with a 100-year extreme tide event could occur around 2061. The proposed strategy to adapt to SLR would be to raise the elevation of the Belmont Creek Trail to elevation+18.0 feet NAVD88. With these improvements, the proposed development would not be impacted by SLR until after the end of the century.

Please see Section 2.2.1 Master Response, as well as response to comments 1-7 through 1-9 regarding long term planning and resiliency to sea level rise, groundwater, and flooding.

Regarding the combination of extreme high tides and significant storm events, the comment is noted for the record and the project design and location is responsive to flood risk data and FIRM recognized by FEMA.

6-7 Conclusion and Request. Concluding comments summarize previously stated concerns regarding flooding potential, and request that the City consider: project feasibility (as related to flood risk); long term environmental and safety issues associated with development of life science laboratory uses; and comprehensive flood mitigation strategies.

See above responses. The issues raised and requests to the City all ultimately relate to flood risk and flood protection. As the project raises the base flood elevation by 2 feet above existing conditions, the project will be located at an elevation above the 100-year floodplain. The project design and location is responsive to flood risk data and FIRM recognized by FEMA, as well as the City of Belmont and the OPC 2024 guidance document. These are recognized benchmarks for engineering purposes and assessing flood risk. As noted above, the City of Belmont, along with the City of San Carlos and San Mateo County, have prepared the Belmont Creek Watershed Management Plan, which represents a comprehensive flood mitigation strategy for managing peak flows for Belmont Creek.

With respect to the life science laboratory use, the risk associated with the use and transport of hazardous materials associated with this proposed land use is evaluated in detail within Draft EIR Chapter 12, Hazards and Hazardous Materials. For the reasons stated above, raising the base flood elevation provides acceptable risk protection based on FEMA benchmarks and planning policy of the OPC 2024.

2.6 Letters Received After the Public Comment Period

2.6.1 Response to Letter 7: San Mateo County Flood & Sea Level Rise Resiliency District (OneShoreline)

7-1 Planning Policy Guidance Consideration. Please refer to response to Comment 1-8 above regarding OneShoreline's Planning Policy Guidance (PPG) document. The PPG document is considered an important local resource and its recommendations will be considered by the City of Belmont during project review. However, as a guidance document it is not necessary to include these recommendations and planning policies within the regulatory setting of the Draft EIR, and no further response is required.

7-2 BCDC Comment. The comment discusses properly reflecting BCDC jurisdictional boundaries in Draft EIR text as well as maps and figures. Please see response to Comment 1-2 for appropriate consideration of BCDC jurisdictional boundaries regarding maps and diagrams.

7-3 Sea Level Rise. The comment requests that the Draft EIR contents pertaining to SLR be updated to incorporate local guidance. Please see Section 2.2.1 Master Response, as well as response to comments 1-7 and 1-9 regarding long term planning and resiliency to SLR and consideration of planning guidelines.

7-4 Regional Shoreline Adaptation Plan Guidance. Please see Section 2.2.1 Master Response, as well as response to comments 1-7 and 1-9 regarding long term planning and resiliency to SLR and consideration of planning guidelines. Impacts would remain less than significant and additional adaptation measures are not necessary nor required for the project.

7-5 Drainage and Hydrology Analysis. The comment refers to the evaluation of site drainage and suggested considerations related to climate change, SLR, groundwater, and watershed drainage. Please see Section 2.2.1 Master Response, as well as response to comments 1-7 through 1-10 regarding project features that address SLR, groundwater drainage, and flooding.

7-6 Groundwater Monitoring and Percolation. The comment expresses agreement with BCDC comments relating to monitoring rising groundwater and onsite drainage. Please see response to Comment 1-5 above. Rising groundwater is not a consequence of the project. CEQA requires the evaluation of physical environmental effects of a project upon the environment. Please see Section 2.2.1 Master Response, as well as response to comments 1-7 and 1-9 regarding long term planning and resiliency to SLR and consideration of planning guidelines.

7-7 Sea Level Rise Language. The comment suggests clarity in language surrounding scenarios relating to SLR and flooding in the SLR Assessment Report. The suggestion is

noted and further explanation regarding the SLR Assessment can be found in Section 2.2.1 Master Response.

7-8 FEMA Base Flood Elevation Consideration. The comment discusses local requirements regarding FEMA base flood elevation (BFE) standards and how that is incorporated into the project design. The project is located in FEMA Flood Zone X. There is no BFE required for this zone. Please see Section 2.2.1 Master Response, as well as response to comments 1-7 and 1-9 regarding long term planning and resiliency to sea level rise and flooding, and how the FEMA BFE is further considered in the project details.

7-9 Overtopping. Please see Section 2.2.1 Master Response, as well as response to comments 1-7 and 1-9 for further discussion concerning flooding.

7-10 Critical Equipment Risk. The comment expresses concern over siting of critical equipment in areas at risk of flooding. Please see Section 2.2.1 Master Response regarding a SLR Assessment, as well as response to comments 1-7 and 1-9 for further discussion concerning flooding. These suggestions are comments noted for the record but do not raise substantive issues regarding the EIR analysis. No further response is necessary.

7-11 Conditions for Intervention. This comment is noted for the record. A second intervention is proposed based on the assumption of a timeline of 5 to 10 years for pre-project planning, site investigations, concept design, detailed design, permitting, and construction. As the comment does not raise substantive issues specific to the EIR analysis, no further response is necessary.

7-12 Adaptation Assumptions Along Shoreline. The comment notes that the proposed project has vulnerabilities from other shoreline reaches regarding overtopping and flooding, affecting more than just the pathway adjacent to the slough. Please see Section 2.2.1 Master Response regarding the SLR Assessment, as well as response to comments 1-7 and 1-9 for further discussion concerning flooding. As the comment does not raise substantive issues specific to the EIR analysis, no further response is necessary.

7-13 Additional Resiliency Considerations. These suggestions regarding additional resilience measures are noted for the record but do not raise substantive issues regarding the EIR analysis. No further response is necessary.

7-14 Shoreline Infrastructure Recommendations. This comment concerning development standards for shoreline infrastructure has been noted for the record but does not raise substantive issues regarding the EIR analysis. No further response is necessary.

7-15 Bay Trail Design Guidelines. The trail along the eastern edge of the Project site is the Belmont Creek Trail, see Figure 3-4, Proposed Site Plan. The Bay Trail is located across Belmont Creek further east of the Project site and follows the north side of Twin Dolphin

Drive, see Figure 3-3, Surrounding Land Uses. As such, the Project will not impact the Bay Trail and therefore will not be required to adhere to Bay Trail Design Guidelines.

7-16 Natural Infrastructure. The comment suggests incorporation of natural infrastructure into the shoreline area. This suggestion has been noted for the record but does not raise substantive issues regarding the EIR analysis. No further response is necessary.

7-17 FEMA Accredited Levee. Shoreline interventions would not result in a FEMA accredited levee. As the comment does not raise substantive issues specific to the EIR analysis, no further response is necessary.

7-18 Drainage Alteration. The comment summarizes the existing drainage setting into the Slough and inquires about alterations to the outfall. The existing outfall is to remain as is, with the addition of a backflow valve to ensure there will not be any water from the slough backing into the storm drain system. There is no anticipated increase in stormwater discharge from the project site into the slough. As the comment does not raise substantive issues specific to the EIR analysis, no further response is necessary.

7-19 Slough Maintenance. Comments regarding defining the maintenance requirements and accessibility to the slough are noted for the record. As the comment does not raise substantive issues specific to the EIR analysis, no further response is necessary.

2.7 Response to Comments Received at Planning Commission November 4, 2024

Summary of Comments

The Planning Commission met on the evening of November 4, 2024 to hold a public hearing and receive public comments on the Draft EIR. Several comments were made (and questions asked) by both members of the public and individual Commissions. Most of these comments and questions, however, addressed issues unrelated to the environmental analysis contained within the Draft EIR. The following summary of comments addresses only those issues relevant to the environmental review. The Minutes of the November 4 public hearing are included herein as Appendix B.

Commissioner Ademkewics asked who reviews the sufficiency of the Project TDM Plan. All proposed development projects must demonstrate compliance with the City's TDM program by submitting a completed TDM application form along with all other applicable development or building permit forms. TDM submissions are subject to review and approval by the Department of Public Works (DPW). The TDM Plan is provided as Appendix I of the Draft EIR.

Commissioner Majeski asked what is the standard for noise mitigation regarding the roof features, and does that adapt to changes? The rooftop noise mitigation features will meet the existing City standard and can go through applicable changes to remain as such.

Commissioner Gurevich asked does the level of noise from the highway affect the Project? The highway noise exists currently at the site, and the Project would not be considered a noise sensitive use. As such, the highway noise would not significantly impact the Project.

3 Changes to the Draft EIR (EIR Errata)

Changes to the Draft EIR are shown on the following pages in the order that they appear in the Draft EIR. New text is shown in underline, and removed text is shown in ~~strikethrough~~. Additionally, Mitigation Measures MM Bio-1.2 and MM CR-2.1 have been revised for the purposes of clarity. These text changes do not constitute substantial new information (per CEQA Guidelines Section 15088.5) and do not result in significant new impacts or the increase in severity of impacts already disclosed. As such, recirculation of the Draft EIR is not triggered.

Draft EIR, page 1-4 to 1-5 and 7-16 to 7-17

MM BIO-1.1 Avoidance and Preconstruction Surveys

Seasonal Avoidance. Tree removal, demolition, and the start of construction activities shall be scheduled to avoid the nesting season for breeding and special status bird species. If such activities take place outside the nesting season, all impacts on nesting birds protected under the MBTA and California Fish and Game Code will be avoided. The nesting season for most birds in San Mateo County extends from February 1 through August 31, and January 15 through August 31 for CRRA.

Preconstruction/Pre-disturbance Surveys. If it is not possible to schedule construction activities between September 1 and January ~~31~~14, then preconstruction surveys for nesting birds shall be conducted by a qualified biologist to ensure that no nests of migratory birds will be disturbed during project implementation. These surveys shall be conducted no more than 7 days prior to the initiation of tree removal, demolition, ground disturbance, or construction activities for each construction phase. During this survey, the biologist will inspect all trees and other potential nesting habitats (e.g., trees, shrubs, buildings, and the ground) in and immediately adjacent to the impact areas for migratory bird nests.

In addition to the general surveys above, a qualified biologist shall conduct protocol-level surveys of CRRA and BLRA in suitable habitats adjacent to the project using the 2017 California Clapper Rail Survey Protocol.

Buffers. If an active nest is found within areas that would be disturbed by project activities, the biologist will determine the extent of a construction-free buffer zone to be established around the nest (typically 300 ft for raptors and 100 ft for other species), to ensure that no nests of species protected by the MBTA and California Fish and Game Code will be disturbed during project implementation.

If CRRA or BLRA are found in suitable habitat near the project site, a 700-foot no-work buffer shall be implemented between construction activity and any current-year breeding CRRA and BLRA detections if construction cannot be avoided during the rail

breeding season. If a 700-foot buffer is not feasible, noise reduction through modification to equipment and/or implementation of acoustic barriers/blankets may be employed to attenuate noise and reduce visual impacts to breeding rails. Buffers and/or physical barriers shall be established in consultation with CDFW.

Inhibition of Nesting. If construction activities will not be initiated until after the start of the nesting season, all potential nesting substrates (e.g., bushes, trees, grasses, and other vegetation) that are scheduled to be removed by the project may be removed prior to the start of the nesting season (e.g., prior to February 1 or January 15 for CRRA). This will preclude the initiation of nests in this vegetation and prevent the potential delay of the project due to the presence of active nests in these substrates

Draft EIR, pages 1-5 to 1-6 and 7-18:

MM BIO-1.2 Project Construction Precautionary Measures

Worker Environmental Awareness Program. Before any construction activities begin, a qualified biologist shall conduct a training session for all construction personnel. At a minimum, the training will include descriptions of the salt marsh harvest mouse and salt marsh wandering shrew, their habitats, the laws protecting them, the general measures that are being implemented to conserve these species as they relate to the project, and the boundaries within which the project may be accomplished. Upon completion of the Worker Environmental Awareness Program, all construction personnel shall sign an affidavit stating they attended the training and understand all information and protection measures presented. These forms shall be provided to the City prior to the commencement of construction activity and monthly prior to new personnel beginning work on the project.

Draft EIR, pages 1-11 and 8-13:

MM CR-2.1 Cultural Awareness Training

Prior to any project-related ground disturbance, all construction workers shall receive training overseen by a qualified professional archaeologist who is experienced in teaching non-specialists to ensure that contractors can recognize archaeological resources in the event that any are discovered during construction. The construction staff directly overseeing excavation, or operating ground-disturbing vehicles, will be required to participate in this preconstruction training. Upon completion of the preconstruction training, all construction personnel shall sign an affidavit stating they attended the training and understand all information and protection measures presented. These forms shall be provided to the City

prior to the commencement of construction activity and monthly prior to new personnel beginning work on the project.

Draft EIR, page 7-15:

McAteer-Petris Act

The McAteer-Petris Act, enacted on September 17, 1965, serves as a legal provision under California State law to preserve San Francisco Bay from indiscriminate filling. The Act initially established the BCDC as a temporary State agency charged with preparing a plan for the long-term use of the San Francisco Bay. In August 1969, the McAteer-Petris Act was amended to make BCDC a permanent regulatory agency and to incorporate the policies of the Bay Plan. BCDC jurisdiction includes the San Francisco Bay and a 100-foot-wide band along the shoreline ~~of the San Francisco Bay.~~, as well as other areas not relevant to this particular project. The Bay ~~shoreline~~ is defined as all areas that are subject to tidal action from the south end of the San Francisco Bay to the Golden Gate (Point Bonita–Point Lobos), and to the Sacramento River line (a line between Stake Point and Simmons Point, extended northeasterly to the mouth of Marshall Cut), including. ~~The BCDC will claim~~ all sloughs, and (specifically the marshlands lying between mean high tide and up to 5 feet above mean sea level ~~where marsh vegetation is present~~); tidelands (lands lying between mean high tide and mean low tide); and submerged lands (land lying below mean low tide) in this region. The McAteer-Petris Act also provides that within the 100-foot shoreline band, the BCDC may deny an application for a permit on the grounds that the project fails to provide maximum feasible public access, consistent with the proposed project, to the Bay and its shoreline. ~~requires that "maximum feasible public access, consistent with a project be included as part of each project to be approved by the BCDC."~~

Draft EIR, page 13-5:

Increased compliance tasks under the most recently adopted ~~2009~~ 2022 Construction General Permit include project risk evaluation, effluent monitoring, receiving water monitoring, training, inspections, electronic data submission of the SWPPP and all other permit registration documents, and a Rain Event Action Plan (REAP), which must be designed to protect all exposed portions of a project site within 48 hours prior to any likely precipitation event.

Draft EIR, page 13-8:

Pursuant to the CWA, in 2009, the SWRCB issued a statewide general NPDES Permit for stormwater discharges from construction sites (NPDES No. CAS000002). The NPDES permit was reissued in 2022 (Order WQ 2022-0057-DWQ). Under this reissued permit, discharges of stormwater from construction sites with a disturbed area of one or more

acres must obtain individual NPDES permits or be covered by the General Permit—i.e., by filing a Notice of Intent with the SWRCB and developing and implementing a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP must contain a site map that shows the construction site perimeter, existing and proposed buildings, lots, roadways, stormwater collection and discharge points, general topography both before and after construction, and drainage patterns across the project site. The SWPPP must also list best management practices (BMPs) implemented on the construction site to protect/retain stormwater runoff, and must contain a visual monitoring program, a sampling, analysis, and monitoring requirement for "non-visible" pollutants, and a monitoring plan if the site discharges directly to a water body listed on the state's 303(d) list of impaired waters.

Draft EIR, Page 13-10:

Belmont Creek Watershed Management Plan

The Belmont Creek Watershed Management Plan was prepared for San Mateo County, and the cities of Belmont and San Carlos, and adopted in 2019. The plan proposes flood risk reduction measures, green infrastructure, and water quality improvements to address flooding along Belmont Creek. Specifically, the plan targets improvements between Old County Road and Industrial Road in the City of Belmont, the City of San Carlos, unincorporated areas of the County, and the Caltrain tracks.

4 Mitigation Monitoring and Reporting Program

4.1 Public Resources Code

When approving projects with Environmental Impact Reports (EIRs) that identify significant impacts, the California Environmental Quality Act (CEQA) requires public agencies to adopt monitoring and reporting programs or conditions of project approval to mitigate or avoid the identified significant effects (Public Resources Code Section 21081.6(a)(1)). A public agency adopting measures to mitigate or avoid the significant impacts of a proposed project is required to ensure that the measures are fully enforceable, through permit conditions, agreements, or other means (Public Resources Code Section 21081.6(b)). The program must be designed to ensure project compliance with mitigation measures during project implementation.

The Mitigation Monitoring and Reporting Program (MMRP) is organized in a table format (see Table 4-1: Mitigation Monitoring and Reporting Program for the 1301 Shoreway Project, keyed to each significant impact and each EIR mitigation measure. Only mitigation measures adopted to address significant impacts are included in this program. Each mitigation measure is set out in full, followed by a tabular summary of monitoring requirements. The column headings in the tables are defined as follows:

- Mitigation Measures: This column presents the mitigation measure identified in the EIR.
- Monitoring/Reporting Responsibility: This column contains an assignment of responsibility for the monitoring and reporting tasks.
- Timing of Implementation: This column refers to when the measure is required to be implemented.
- City Staff/Notes: This column will be used by the lead agency to document the person who verified the implementation of the mitigation measure and the date on which this verification occurred.

4.2 Enforcement

If the project is approved, the MMRP for the development would be incorporated as a condition of such approval. Therefore, all mitigation measures for significant impacts must be carried out to fulfill the requirements of approval. A number of the mitigation measures would be implemented during the course of the development review process. These measures would be checked on plans, in reports, and in the field prior to construction. Most of the remaining mitigation measures would be implemented during the construction, or project implementation phase.

Table 4-1: Mitigation Monitoring and Reporting Program for the 1301 Shoreway Project

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
Aesthetics							
AES-1	**MM AES-1.1 Construction Screening** To minimize and soften the visual effects of construction as seen from nearby businesses and adjacent land uses, the project proponent shall incorporate construction fencing or screening around the perimeter of the site. The screening material shall be of sufficient height to mask ground-level activities. Screening shall remain in place during site preparation and new building construction. Screening shall not be necessary during the final stages of construction when architectural coatings, detailing and landscaping are applied.	Project Applicant or their designee Construction Contractor	Community Development Department Director or their designee		Plan for screening to be submitted prior to the issuance of any building or grading permits. Measure to remain in place until final stages of construction.	Incorporate requirements into the project plans, construction contracts and/or construction bid solicitation materials. Comply with measures and limitations.	During project site preparation and construction activities up to the final stages of construction.
AES-3	**MM AES-3.1 Light/Glare Reduction and Design** Prior to the issuance of building permits, final improvement, lighting and architectural plans shall clearly demonstrate the light glare reducing features and finishes of the project. Lighting and finishes shall be selected to reduce reflective glare, bird strike,	Project Applicant or their designee Qualified Biologist	Community Development Department Director or their designee		Project Applicant to incorporate light glare reducing features to minimize glare as part of final improvement plans.	Submit project plans to City Community Development Department that meet the requirements of the mitigation measure.	Prior to issuance of building permits.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	and light spill to neighboring properties and habitat areas.					Peer review and approval of the above by a qualified biologist with appropriate expertise.	
Air Quality							
AQ-2	**MM AQ-1: Require Tier 4 Engines on Construction Equipment**[1] All applicants proposing development of projects within Belmont 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 an EPA-approved Tier 4 or newer engine. Exemptions can be made for specialized equipment where 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. ARB regulations will result in the	Project Applicant or their designee Construction Contractor	Community Development Department Director or their designee		Prior to and throughout the duration of construction activities.	Incorporate requirements into the construction contracts and/or construction bid solicitation materials. Comply with measures and limitations.	Prior to issuance of demolition and/or building permits. During all project construction activities.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	percentage of Tier 4 engines increasing over the next several years.						
	MM AQ-3: Require Low-VOC Coatings During Construction[1] All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related fugitive ROG emissions by ensuring that low-VOC coatings that have a VOC content of 10 grams/liter (g/L) or less are used during construction. The project applicant will submit evidence of the use of low-VOC coatings to BAAQMD prior to the start of construction.	Construction Contractor BAAQMD Air Quality Inspector	Community Development Department Director or their designee		Prior to the start of construction.	Incorporate requirements into the construction contracts and/or construction bid solicitation materials. Comply with measures and limitations.	Prior to issuance of demolition and/or building permits. During all project construction activities.
	MM AQ-4: Require Fugitive Dust Best Management Practices[1] All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related fugitive dust by implementing BAAQMD's basic control measures at all construction and staging areas. The following measures are based	Project Applicant or their designee Construction Contractor	Community Development Department Director or their designee		Throughout the duration of construction activities.	Incorporate requirements into the construction contracts and/or construction bid solicitation materials. Respond to any dust complaints.	Prior to issuance of demolition and/or building permits. During all project construction activities.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	on BAAQMD's current CEQA guidelines. • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) will be watered two times per day. • All haul trucks transporting soil, sand, or other loose material offsite will be covered. • 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. • All vehicle speeds on unpaved roads, driveways, or driving surfaces shall be limited to 15 mph. • 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						

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	grading unless seeding or soil binders are used. 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 District will also be visible to ensure compliance.						
Biological Resources							
BIO-1	**MM BIO-1.1 Avoidance and Preconstruction Surveys** **Seasonal Avoidance**. Tree removal, demolition, and the start of construction activities shall be scheduled to avoid the nesting season for breeding and special status bird species. If such activities take place outside the nesting season, all impacts on nesting birds protected under the MBTA and California Fish and Game Code will be avoided. The nesting season for most birds in San Mateo County extends from February 1 through August 31, and January 15 through August 31 for CRRA. **Preconstruction/Pre-disturbance Surveys**. If it is not possible to	Project Applicant CDFW and USFWS-approved Biologist	Community Development Department Director or their designee		Applicant to schedule on-site tree removal, demolition, and grading to occur outside of the nesting and breeding season (February 1 through September 1 and January 15 through August 31) to avoid nest disturbance. If surveys are required, results shall be submitted to the Community Development	Community development Department to review and confirm any potentially required survey results.	Prior to tree removal. During all project construction activities.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	schedule construction activities between September 1 and January ~~31~~14, then preconstruction surveys for nesting birds shall be conducted by a qualified biologist to ensure that no nests of migratory birds will be disturbed during project implementation. These surveys shall be conducted no more than 7 days prior to the initiation of tree removal, demolition, ground disturbance, or construction activities for each construction phase. During this survey, the biologist will inspect all trees and other potential nesting habitats (e.g., trees, shrubs, buildings, and the ground) in and immediately adjacent to the impact areas for migratory bird nests. In addition to the general surveys above, a CDFW and USFWS-approved biologist shall conduct protocol-level surveys of CRRA and BLRA in suitable habitats adjacent to the project using the 2017 California Clapper Rail Survey Protocol. **Buffers**. If an active nest is found within areas that would be disturbed by project activities, the ornithologist will determine the				Department prior to commencement of site work/tree removal.		

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	extent of a construction-free buffer zone to be established around the nest (typically 300 ft for raptors and 100 ft for other species), to ensure that no nests of species protected by the MBTA and California Fish and Game Code will be disturbed during project implementation. If CRRA or BLRA are found in suitable habitat near the project site, a 700-foot no-work buffer shall be implemented between construction activity and any current-year breeding CRRA and BLRA detections if construction cannot be avoided during the rail breeding season. If a 700-foot buffer is not feasible, noise reduction through modification to equipment and/or implementation of acoustic barriers/blankets may be employed to attenuate noise and reduce visual impacts to breeding rails. Buffers and/or physical barriers shall be established in consultation with CDFW. **Inhibition of Nesting**. If construction activities will not be initiated until after the start of the nesting season, all potential nesting substrates (e.g., bushes,						

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	trees, grasses, and other vegetation) that are scheduled to be removed by the project may be removed prior to the start of the nesting season (e.g., prior to February 1 or January 15). This will preclude the initiation of nests in this vegetation and prevent the potential delay of the project due to the presence of active nests in these substrates.						
	MM BIO-1.2 Project Construction Precautionary Measures **Worker Environmental Awareness Program**. Before any construction activities begin, a qualified biologist shall conduct a training session for all construction personnel. At a minimum, the training will include descriptions of the salt marsh harvest mouse and salt marsh wandering shrew, their habitats, the laws protecting them, the general measures that are being implemented to conserve these species as they relate to the project, and the boundaries within which the project may be accomplished. Upon completion of the Worker Environmental Awareness Program, all construction personnel shall sign	Project Applicant Qualified Biologist	Community Development Department Director or their designee		Construction awareness training and barrier and fencing installation to occur prior to any demolition or construction activities. If a salt marsh harvest mouse, salt marsh wandering shrew, or an animal that could be one of these species is observed on the project site, all construction activities will be	Community Development Department to review and provide confirmation of reception of monthly construction personnel list. Community Development Department to verify required measures.	Prior to construction activities. During all project site preparation and construction activities.

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	an affidavit stating they attended the training and understand all information and protection measures presented. These forms shall be provided to the City prior to the commencement of construction activity and monthly prior to new personnel beginning work on the project. **Exclusion Barrier**. Prior to the start of construction activities along the eastern edge of the project site, a barrier will be installed at the outer limits of the work area on the east side of the project site to exclude salt marsh harvest mice and salt marsh wandering shrews from the project site. This barrier will consist of a 3-ft tall, tight cloth, smooth plastic, or sheet-metal (or similar material) fence toed into the soil at least 3 inches deep and supported with stakes placed on the inside of the barrier. Following the installation of the barrier, designated construction personnel will check its integrity each morning that construction activities occur and will initiate repairs immediately as needed. **Environmentally Sensitive Area Fencing**. Prior to the start of construction activities along the				halted until a qualified biologist is able to handle the discovered species.		

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	eastern edge of the project site, the project limits on the east side of the site will be clearly demarcated with highly visible Environmentally Sensitive Area fencing to avoid inadvertent disturbance of any habitat outside of the designated construction area during construction activities. This fencing may be combined with the exclusion barrier but must not be outside that barrier. **Immediate Work Stoppage**. If a salt marsh harvest mouse, salt marsh wandering shrew, or an animal that could be one of these species is observed on the project site during project activities, all work that could result in the injury or death of the animal will stop immediately and a qualified biologist will be immediately notified. The animal will be allowed to leave the area on its own and shall not be handled except by a qualified biologist authorized to do so.						
	MM BIO-1.3 Water Quality During construction, the contractor shall employ the following measures to treat and	Construction Contractor	Community Development Department Director or their designee		Throughout the duration of construction activities.	Incorporate requirements into the project plans, construction contracts and/or construction bid	During project site preparation and construction activities.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	minimize runoff from the project site. • All relevant erosion control, sediment control, source control, treatment control, material management, and stormwater management measures consistent with the latest edition of the California Stormwater Quality Association "Stormwater Best Management Practices Handbook," will be implemented. • Spill prevention kits shall always be in close proximity when using hazardous materials (e.g., crew trucks and other logical locations). • If any fueling of equipment needs to occur in areas directly draining to the wetlands along Belmont Creek, containment shall be provided in such a manner that any accidental spill of fuel shall not be able to enter the water or contaminate					solicitation materials. Comply with measures and limitations.	

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	sediments that may come in contact with water. • A hazardous materials management/fuel spill containment plan will be developed and implemented by the construction contractor and given to all contractors working on the project, with at least one copy of the plan located on the site at all times. • Vehicles will be checked daily for oil or fuel leaks and will be washed only at an approved area. No washing of vehicles will occur within areas directly draining to the wetlands along Belmont Creek. • Within 100 ft of tidal wetlands along Belmont Creek, the work site, areas adjacent to the site, and access areas will be maintained in an orderly condition, free and clear from debris and discarded materials. Personnel will not sweep,						

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	grade, or flush surplus materials, rubbish, debris, or dust onto adjacent areas or wetlands or waterways. Upon completion of work, all building materials, debris, unused materials, concrete forms, and other construction-related materials will be removed from the project site. • Stockpiled materials in areas draining to the tidal wetlands along Belmont Creek will be covered by plastic sheeting, tarps, or similar material that can be secured during wind and rain. A sediment fence or berm will be installed around stockpiled dredged material to prevent runoff from transporting sediment into sensitive habitats (such as wetlands and open waters). • Water conservation methods will ensure that water used in the project						

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	site does not create surface flows capable of carrying pollutants to the nearby slough channel. • Silt fencing will be erected along the limits of disturbance between the project site and wetlands along Belmont Creek during construction activities that could potentially result in siltation of wetlands and open waters of Belmont Creek.						
	MM BIO-1.4 Project Lighting The following measures shall be identified on the project's final improvement plans and incorporated into the project design to reduce the effects of glare or increased luminance experienced by migratory birds and wildlife using Belmont Creek: • Exterior lighting shall be minimized (e.g., by turning lights off) in accordance with recommendations from the International Dark-Sky Association (2011) from midnight until	Project Applicant or designee Qualified biologist	Community Development Department Director or their designee		Prior to approval of project plans.	Submit project plans to City Building Division that meet the requirements of the mitigation measure. Peer review and approval of the above by a qualified biologist with appropriate expertise.	Prior to issuance of building permits.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	dawn, at a minimum, except as needed for safety and City code compliance. • Spillage of lighting from building interiors shall be minimized using occupancy sensors, dimmers, or other mechanisms from midnight until dawn, at a minimum, during bird migration seasons (February–May and August–November). This measure may be voluntarily implemented year-round.						
BIO-4	**MM BIO -4.1 Bird Safe Building Design** Glazing on identified bird hazards (the east and north facades of Building 1 and all facades of Building 2) will be treated with a bird-safe glazing treatment such that no more than 10% of the total façade area from 0–60 feet above grade consists of untreated glazing. Bird-friendly glazing includes, but is not limited to, opaque glass, covering the outside	Project Applicant or designee	Community Development Department Director or their designee		Prior to approval of project plans.	Submit project plans to City Building Division that meet the requirements of the mitigation measure.	Prior to issuance of building permits.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	surface of clear glass with patterns, paned glass with fenestration, frit or etching patterns, and external screens over nonreflective glass. Highly reflective glass is not permitted. Bird-safe glazing shall have the following parameters: ○ Vertical elements of the window patterns should be at least 0.25 inches wide at a maximum spacing of four inches and/or have horizontal elements at least 0.125 inches wide at a maximum spacing of two inches; OR ○ Bird-safe glazing shall have a Threat Factor less than or equal to 30. To reduce reflections of clouds and vegetation in glass and help ensure that bird-safe treatments on the lower surfaces of glass are						

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	visible below any reflections, all glazing on the buildings will have a visible reflectance of 15% or lower. These features shall be included in final improvement plans.						
Cultural Resources							
CR-2	**MM CR-2.1 Cultural Awareness Training** Prior to any project-related ground disturbance, all construction workers shall receive training overseen by a qualified professional archaeologist who is experienced in teaching non-specialists to ensure that contractors can recognize archaeological resources in the event that any are discovered during construction. The construction staff directly overseeing excavation, or operating ground-disturbing vehicles, will be required to participate in this preconstruction training. Upon completion of the preconstruction training, all construction personnel shall sign an affidavit stating they attended the training and understand all information and protection measures presented. These forms shall be provided to the City prior	Construction Contractor Qualified Archaeologist	Community Development Department Director or their designee		Prior to ground disturbing activities.	Community Development Department to review and provide confirmation of reception of monthly construction personnel list.	Prior to ground disturbing activities. During all ground disturbance activities.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	to the commencement of construction activity and monthly prior to new personnel beginning work on the project.						
	MM CR-2.2 Inadvertent Discovery of Archaeological Resources If unknown precontact or historic-period archaeological materials are encountered during project activities, all work in the immediate vicinity of the find shall halt until a qualified archaeologist can evaluate the find and make recommendations. Cultural resources materials may include precontact resources such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock as well as historic resources such as glass, metal, wood, brick, or structural remnants. If the qualified archaeologist determines that the discovery represents a potentially significant cultural resource, additional investigations shall be required to mitigate adverse impacts from project implementation. These additional studies may include, but are not limited to, recordation, archaeological excavation, or significance evaluation.	Construction Contractor Qualified Archaeologist	Community Development Department Director or their designee		During ground disturbing activities; prior to issuance of grading permit.	Community Development Department to verify language is included in grading plans.	Prior to issuance of grading permits.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	The applicant shall inform its contractor(s) of the sensitivity of the project site for archaeological deposits and include the following directive in the appropriate contract documents: "The subsurface of the construction site may contain archaeological deposits. If archaeological deposits are encountered during project subsurface construction, all ground-disturbing activities within 25 feet shall be redirected and a qualified archaeologist shall assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any archaeological materials. Archaeological deposits can include, but are not limited to, shellfish remains; bones, including human remains; flakes of, and tools made from, obsidian, chert, and basalt; mortars and pestles; historical trash deposits containing glass, ceramics, and metal artifacts; and structural remains, including foundations and wells." The City shall verify that the language has been included in the						

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	grading plans prior to issuance of a grading permit or permit for other project actions that include ground-disturbing activities on the project site.						
CR-3	**MM CR-3.1 Inadvertent Discovery of Human Remains** In the event that human remains are identified during project construction, the remains will be treated in accordance with California Health and Safety Code Section 7050.5 and PRC Section 5097.98, as appropriate. In the event of the discovery or recognition of any human remains in any location other than a dedicated cemetery, Section 7050.5 of the California Health and Safety Code states that there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the remains were discovered has determined whether or not the remains are subject to the coroner's authority. If the human remains are of Native American origin, the coroner must notify the NAHC within 24 hours of identification. The NAHC will	Construction Contractor Qualified Archaeologist San Mateo County Coroner California Native American Heritage Commission	San Mateo County Coroner		During ground disturbing activities.	Compliance if any human remains are discovered on the project site.	During all ground-disturbing activities.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	identify a Native American MLD to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods. PRC Section 5097.98 states that the NAHC, upon notification of the discovery of Native American human remains, pursuant to California Health and Safety Code Section 7050.5, shall immediately notify those persons (i.e., the MLD) it believes to be descended from the deceased. With permission of the landowner or a designated representative, the MLD may inspect the remains and any associated cultural materials and make recommendations for the treatment or disposition of the remains and associated grave goods. The MLD shall provide recommendations or preferences for treatment of the remains and associated cultural materials within 48 hours of being granted access to the site.						
Geology & Soils							
GEO-6	**MM GEO-6.1 Final Geotechnical Evaluation** A final construction level geotechnical evaluation shall be required for the project. The	Project Applicant or their designee Qualified Engineer	Community Development Department Director or their designee		Prior to the issuance of building permits.	Review and approval of the Geotechnical Evaluation.	Prior to the issuance of building permits.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	project shall be required to adhere to and incorporate all standards and recommended engineering measures to mitigate for settlement concerns related to lateral spreading from compression of underlying near-surface soils layers and Bay Mud layers. The final geotechnical evaluation will be provided to the City for review and approval prior to the issuance of building permits						
GEO-7	**MM GEO-7.1 Inadvertent Discovery of Paleontological Resources** In the event that fossils or fossil-bearing deposits are discovered during construction activities, work shall be temporarily halted with a 25-foot radius of the discovered materials and workers should avoid altering the materials and their context until a qualified paleontologist has evaluated the situation and provided appropriate recommendations. Construction and potential impacts to the area(s) within a radius determined by the paleontologist shall not recommence until the assessment is complete.	Project Applicant or their designee Construction Contractor Qualified Paleontologist	Community Development Department Director or their designee		During ground disturbing activities.	Compliance if any human remains are discovered on the project site	During all ground disturbing activities.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	If it is determined that the proposed development could damage unique paleontological resources, mitigation shall be implemented in accordance with Public Resources Code Section 21083.2 and Section 15126.4 of the CEQA Guidelines. Possible mitigation under Public Resources Code Section 21083.2 requires that reasonable efforts be made for resources to be preserved in place or left undisturbed. If preservation in place is not feasible, the applicant shall mitigate significant effects. Excavation as mitigation shall be limited to those parts of resources that would be damaged or destroyed by a project. Possible mitigation under CEQA emphasizes preservation-in-place measures, including planning construction avoid paleontological sites, incorporating sites into parks and other open spaces, covering sites with stable soil, and deeding the site into a permanent conservation easement. Under CEQA Guidelines, when preservation in place is not feasible, data recovery through excavation shall be conducted with a data recovery plan in place.						

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
Hazards & Hazardous Materials							
HAZ-1	**MM HAZ-1.1 Pre-Demolition Surveys and Management Plan** Prior to demolition and removal of material from the site, the project applicant shall conduct surveys and testing for asbestos containing building materials (ACBMs), lead based paints and products, mercury and polychlorinated biphenyl caulking products. If such materials are not identified, no further action is required. If these materials are identified, the applicant shall prepare and implement an Operation and Management (O&M) Plan for removal and disposal. The O&M Plan shall be prepared consistent with National Emissions Standards for Hazardous Air Pollutants (NESHAP) guidelines for the removal of potentially friable ACBMs and other materials if present. The plan shall be reviewed and approved by the City of Belmont prior to implementation. Removal and disposal work will be completed pursuant to all federal, State and local regulations by certified professionals.	Project Applicant or their designee City Building Official	Community Development Department Director or their designee		Prior to demolition and material removal activities.	Review and approve O&M Plan, if specified materials are identified.	Prior to issuance of demolition or construction permits.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
HAZ-1	**MM HAZ-1.2 Imported Fill** Prior to depositing fill on the project site, all imported soil and fill material shall be tested to ensure any contaminants of concern are within DTSC and U.S. Environmental Protection Agency Regional Screen Levels for the intended land use. To minimize the possibility of introducing contaminated soil and fill material the applicant shall document the origins of the soil or fill material and, if applicable, conduct sampling to ensure that the imported soil and fill material meets screening levels outlined in the Preliminary Endangerment Assessment (PEA) Guidance Manual.	Project Applicant or their designee	Community Development Department Director or their designee		Prior to fill-depositing activities.	Review documented origins of soil and fill material.	Prior to fill-depositing activities.
HAZ-1	**MM HAZ-1.3 Management of Potentially Hazardous Materials** If BSL 3 certification is pursued, the life science laboratory/office buildings shall be designed and constructed as BSL 3 facilities. For any BSL level, the project sponsor shall independently pursue and obtain all necessary federal, state and local approvals, permits, certifications and/or licenses for the design, operation, transport, use and disposal of materials used.	Project Applicant or their designee City Building Official.	Community Development Department Director or their designee		Prior to building occupancy.	Review proof of compliance and all related BSL 3 management plans.	Prior to building occupancy.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	Proof of compliance and all related management plans shall be provided to the City of Belmont prior to building occupancy.						
HAZ-2	**MM HAZ-2.1 Emergency Response Plan and First Responder Training** Prior to building occupancy for BSL 3 use, the project sponsor or lab operator shall prepare and submit an emergency response plan to the City of Belmont and San Mateo Consolidated Fire Department (SMC Fire) tailored to the specific lab operations, hazardous materials and class of pathogens expected to be present. Based on those specific pathogens or other hazardous substances, the project sponsor or lab operator shall also conduct specialized training and education session(s) with SMC Fire hazmat personnel and the Redwood City Fire Department regarding lab operations. This training shall be specific to the biohazards present at the facility, strategy for response and potential need for specialized equipment and/or vaccination protocols, if warranted. Training shall be	Project Applicant or their designee City Building Official SMC Fire Redwood City Fire Department	Community Development Department Director or their designee SMC Fire		Prior to building occupancy.	Review and approve the BSL 3 emergency response plan for the project. Conduct specialized training and education session(s)	Prior to building occupancy. As needed during BSL 3 operations.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	periodic and updated as needed based on the biohazards present.						
Noise & Vibration							
N-1	**MM N-1.1 Construction Noise Control Plan** The applicant shall identify site-specific noise attenuation measures to be included with construction plans to reduce noise to levels below the FTA threshold of 80 dBA L_{eq}. Prior to commencement of construction activities, the applicant shall submit the construction noise control plan to the city for review and approval. Noise attenuation measures shall be identified in the plan and implemented to reduce noise levels to the greatest extent feasible. Noise measures may include, but are not limited to, the following: • Using smaller equipment with lower horsepower or reducing the hourly utilization rate of equipment on the site to reduce noise levels at 50 feet to the allowable level.	Project Applicant or their designee Construction Contractor	Community Development Director or their designee		Prior to commencement of construction activities.	Review and approve the prepared construction noise control plan.	Prior to the issuance of any construction permit.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	• Locating construction equipment as far as feasible from noise-sensitive uses. • Requiring that all construction equipment powered by gasoline or diesel engines have sound control devices that are at least as effective as those originally provided by the manufacturer and that all equipment be operated and maintained to minimize noise generation. • Prohibiting gasoline or diesel engines from having unmuffled exhaust systems • Not idling inactive construction equipment for prolonged periods (i.e., more than 2 minutes). • Constructing a solid plywood barrier around the construction site and adjacent to operational businesses, residences, or other noise-sensitive land uses. • Using temporary noise control blanket barriers.						

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	• Monitoring the effectiveness of noise attenuation measures by taking noise measurements. • Using "quiet" gasoline-powered compressors or electrically powered compressors and electric rather than gasoline- or diesel-powered forklifts for small lifting.						
N-1	**MM N-1.2 Reduce Noise from Project Mechanical Equipment** To reduce potential noise effects resulting from project heating, cooling, and ventilation equipment as well as project emergency generators at the proposed project, a supplemental noise analysis shall be prepared to estimate the actual noise levels of project-specific equipment once the equipment models and design features to attenuate noise have been selected. The analysis shall be conducted prior to the issuance of building permits and shall be prepared by persons qualified in acoustical analysis and/or engineering, demonstrating with reasonable certainty that the mechanical equipment selected for the project and the	Project Applicant or their designee Qualified Acoustical Analystand/or Engineering Professional	Community Development Department Director or their designee		Prior to the issuance of building permits	Review and approve project plans with incorporated acoustical analysis recommendations.	Prior to the issuance of building permits.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	attenuation features incorporated into project design would not result in an exceedance of the applicable City noise standards of 45 dBA L_{eq} and 65 dBA L_{max} during the nighttime and 55 dBA L_{eq} and 70 dBA L_{max} during the daytime. Options to reduce noise from heating and cooling equipment include enclosing equipment in mechanical equipment rooms, shielding equipment with mechanical screens at least as tall as the equipment, and selecting quieter equipment models. All recommendations from the acoustical analysis necessary to ensure that noise sources meet the above standards shall be incorporated into the building design and operations. This measure should be implemented concurrently with MM AES-1.1 (Construction Screening) to provide a barrier that addresses both visual and noise effects.						
Transportation and Circulation							
TRA-1	**MM TRA-1 Final Transportation Demand Management Program** Prior to occupancy, the project shall prepare and implement a final transportation demand	Project Applicant or their designee	Community Development Director or their designee		Prior to building occupancy.	Conduct annual review of the project's TDM Plan.	Prior to building occupancy and annually, or as

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	management (TDM) program to reduce the project's VMT to below the significance threshold as noted in Table 17-1. The program includes encouraging employees to use alternative modes of transportation to single-occupant vehicles. The City of Belmont has an adopted TDM policy requiring projects that exceed 50,000 square feet to achieve 18 TDM points. Compliance with the city's TDM policy would reduce the project trips and the VMT by an estimated 15 percent or more, which would be more than the required 7.4 percent reduction needed if using the C/CAG VMT estimation tool and the 6.0 percent reduction needed if using the C/CAG travel demand model. The effectiveness of the TDM plan shall be reviewed annually and adjusted as necessary to maintain these trip and VMT reductions.						adjusted, thereafter.
TRA-2	**TRA-2 Transit Improvements** To enhance transit service and facilities consistent with City policy, the project sponsor shall coordinate with the City and Commute.org to reestablish local shuttle service such as the Redwood LIFE Caltrain shuttle stop	Project Applicant or their designee Department of Public Works Director or their designee	Department of Public Works Director or their designee		Prior to building occupancy and throughout project operations.	Reestablish local shuttle services.	Throughout project operations.

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
	at the project site that connects to the San Carlos Belmont Caltrain Station and Redwood Shores community. Because the feasibility, demand and location of additional shuttle stops are ultimately determined by Commute.org and the transit operator, the applicant's responsibility is limited to supporting a shuttle stop on the property, participating in applicable employer-based funding mechanisms, identifying a shuttle stop location on the project's final improvement plans, and promoting use of the shuttle and alternative modes of transportation through the project's TDM program.						
Tribal Cultural Resources							
TR-2	Refer to MM CR-2.1, MM CR-2.2, and MM CR-3.1.	Refer to MM CR-2.1, MM CR-2.2, and MM CR-3.1.	Refer to MM CR-2.1, MM CR-2.2, and MM CR-3.1.		Refer to CR-2.1, MM CR-2.2, and MM CR-3.1.	Refer to MM CR-2.1, MM CR-2.2, and MM CR-3.1.	Refer to MM CR-2.1, MM CR-2.2, and MM CR-3.1.
Utilities & Service Systems							
UTIL-1	Refer to MM N-1.1, MM AES-1.1, MM AQ-1, MM AQ-3, and MM AQ-4.	Refer to MM AES-1.1, MM AQ-1, MM AQ-3, and MM AQ-4.	Refer to MM AES-1.1, MM AQ-1, MM AQ-3, and MM AQ-4.		Refer to MM AES-1.1, MM AQ-	Refer to MM AES-1.1, MM AQ-1,	Refer to MM AES-1.1, MM AQ-1, MM

Impact Number	Mitigation Measures	Implementation Responsibility	Agency Responsible for Monitoring	City Staff Notes, Initials / Date when Done	Timing of Implementation	Monitoring Action	Monitoring Frequency
					1, MM AQ-3, and MM AQ-4.	MM AQ-3, and MM AQ-4.	AQ-3, and MM AQ-4.

[1] MM AQ-1, MM AQ-3, and MM AQ-4 were established in the City's General Plan EIR document and are included, as applicable, to mitigate potential air quality impacts related to the project.

Appendix A: Written Public Comments Received on the Draft EIR

Docusign Envelope ID: 01FB5191-3ECD-4F9D-BB7C-E624542E1C9B

San Francisco Bay Conservation and Development Commission
375 Beale Street, Suite 510, San Francisco, California 94105 tel 415 352 3600 fax 888 348 5190
State of California | Gavin Newsom – Governor | info@bcdc.ca.gov | www.bcdc.ca.gov

November 22, 2024

City of Belmont
1 Twin Pines Ln, Suite 310
Belmont, CA 94002
ATTN: Carlos de Melo, Community Development Director
Via E-mail: cdemelo@belmont.gov

SUBJECT: Comments on the Draft Environmental Impact Report for the 1301 Shoreway Project; BCDC Inquiry File No. SM.BM.2024.01

Dear Carlos,

Thank you for the opportunity to comment on the Draft Environmental Impact Report (DEIR) for the 1301 Shoreway Project (Project). 1-1

The San Francisco Bay Conservation and Development Commission (BCDC) is providing the following comments as a responsible agency with discretionary approval power over aspects of the Project, as described below. BCDC will rely on the Final EIR when considering its approvals for the Project, and we appreciate this opportunity to comment on the information and analyses presented in the DEIR. The Commission itself has not reviewed the DEIR; the following comments are based on BCDC staff review of the DEIR, the McAteer-Petris Act (Title 7.2 of the California Government Code), and the *San Francisco Bay Plan* (Bay Plan).

San Francisco Bay Conservation and Development Commission

BCDC is a State planning and regulatory agency with permitting authority over San Francisco Bay, the Bay shoreline, and Suisun Marsh, as established in the McAteer-Petris Act and the Suisun Marsh Preservation Act. Per the McAteer-Petris Act, BCDC is responsible for granting or denying permits for any proposed fill; extraction of materials; or substantial changes in use of any water, land, or structure within the Commission's jurisdiction (Government Code Section 66632). Additionally, BCDC establishes land use policies for the Bay as a resource and for development of the Bay and shoreline in the Bay Plan, which provides the basis for the Commission's review and actions on proposed projects.

BCDC Jurisdiction

The Project site is partially located within the shoreline band area of BCDC's permitting jurisdiction, consisting of all territory located between the shoreline of the Bay and 100 feet landward of and parallel with the shoreline (Government Code Section 66610[b]). The Project team has previously worked with BCDC staff to map the limits of this jurisdictional area. Areas in the shoreline band jurisdiction include the shoreline, most of the open space and public access amenities, and portions of the surface parking lot located near Belmont Creek. 1-2

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The Bay shoreline for this Project should be determined as Mean Sea Level (MSL) + 5 feet due to the presence of tidal marsh. In this area, MSL is located at 3.35 NAVD88, so the Bay shoreline would be 8.35 ft NAVD88. It is not clear whether Figure 3-4 (Proposed Site Plan) in the DEIR correctly shows the BCDC jurisdiction since the shoreline topography is not shown and it's marked as "Not to Scale." Please correct the BCDC jurisdiction map to show the Bay shoreline and the 100-foot shoreline band drawn to scale.

Environmental Analyses

1-3

Below are BCDC staff's remaining questions and comments on the DEIR, organized by environmental topic.

Biological Resources

In BCDC's comments to the NOP, we requested that "In defining the study area for the biological resources analysis in the DEIR, please include any areas of the Bay that may be affected by site preparation and construction activities and the ongoing operation of the Project, including those that might be affected by light, sound, debris, runoff, etc. Additionally, please provide a detailed analysis of any potential impacts in and along Belmont Creek." Upon our review of the additional analysis provided in the DEIR, we have determined that issues remain with the DIER's assessment of impacts on biological resources.

1-4

Please also not that section 7.4.3 incorrectly incorporates the McAteer-Petris act under Local Applicable Regulations, Plans, and Standards, and it should instead be categorized as at the State level. It may also be useful to cite that the McAteer-Petris Act is Title 7.2 of the California Government Code. Additionally, please make the following corrections to that paragraph:

> The McAteer-Petris Act, enacted on September 17, 1965, serves as a legal provision under California State law to preserve San Francisco Bay from indiscriminate filling. The Act initially established the BCDC as a temporary State agency charged with preparing a plan for the long-term use of the San Francisco Bay. In August 1969, the McAteer-Petris Act was amended to make BCDC a permanent regulatory agency **and** to incorporate the policies of the Bay Plan. BCDC jurisdiction includes **the San Francisco Bay and** a 100-foot-wide band along the Bay shoreline ~~**of the San Francisco Bay, as well as other areas not relevant to this particular project**~~. The **Bay** ~~shoreline~~ is defined as all areas that are subject to tidal action from the south end of the San Francisco Bay to the Golden Gate (Point Bonita–Point Lobos), and to the Sacramento River line (a line between Stake Point and Simmons Point, extended northeasterly to the mouth of Marshall Cut)**, including**~~**. The BCDC will claim**~~ all sloughs**, and** ~~(~~specifically **the** marshlands lying between mean high tide and ~~**up to**~~ 5 feet above mean sea level ~~**where marsh vegetation is present)**~~; tidelands (lands **lying** between mean high tide and mean low tide); and submerged lands (land lying below mean low tide) in this region. The McAteer-Petris Act also **provides that within the 100-foot shoreline band, the BCDC may deny an application for a permit on the grounds that the project fails to provide maximum feasible public access, consistent with the proposed project, to the Bay and its shoreline.** ~~**requires**~~

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~~that "maximum feasible public access, consistent with a project be included as part of each project to be approved by the BCDC."~~

HAZARDS AND HAZARDOUS MATERIALS

In BCDC's comments on the NOP, we requested that the DIER "consider the potential for groundwater rise to mobilize below-ground contaminants.... please include a discussion of whether groundwater rise could potentially mobilize below-ground contaminants at the Project site." Please reference the following comments (Hydrology and Water Quality, 2) on stormwater management as they relate to groundwater rise and the mobilization of toxic contaminants. 1-5

HYDROLOGY AND WATER QUALITY

In BCDC's comments on the NOP, we noted that the DEIR should incorporate Bay Plan policies on Water Quality and Climate Change and include analysis of relevant sea level rise scenarios in accordance with the best available science (currently considered to be the Ocean Protection Council's 2024 Sea Level Rise Guidance). Upon our review of the additional analysis provided in the DEIR, we have determined that issues remain with the DEIR's assessment of impacts from Sea Level Rise as the management of stormwater. 1-6

1. **Sea-level rise and flood resilience**. Section 13.3.2 considers the SLR resilience of the site by looking at MHHW plus 2 feet of sea level rise, since the City requires development to be at least 2 feet above the FEMA base flood elevation, which here is 10 feet NAVD88. However, The Ocean Protection Council's 2024 State of California Sea Level Rise Guidance [1] predicts 2 feet of sea level rise for about the year 2070. Per San Francisco Bay Plan Climate Change policies, the DEIR should include analysis of sea level rise impacts to the end of the Project's life (or otherwise end-of-century), which is assumed to be 2100, when sea level rise is predicted to be about 5 feet. 1-7

   Please note that the Project is not consistent with OneShoreline's Planning Policy Guidance ,[2] which should be incorporated into the local regulatory setting (13.4.3). Additionally, please also note that BCDC policies require that future work maintain sea level rise resilience to the end of the Project life, including public access within BCDC jurisdiction. The DEIR analysis of flood projections for this site should consider both sea level rise and creek outflows, using future projections for rainfall in the Belmont Creek watershed. 1-8

[1] opc.ca.gov/wp-content/uploads/2024/05/California-Sea-Level-Rise-Guidance-2024-508.pdf
[2] https://oneshoreline.org/wp-content/uploads/2023/09/OneShoreline-Planning-Policy-Guidance-Final-June-21-2023-For-Print.pdf

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2. **Storm-water**. BCDC previously requested that the DEIR conduct an analysis of the impacts of groundwater rise. Based on the analysis provided, BCDC is concerned that the proposed stormwater management system could result in Project impacts that are not currently accounted for in the DEIR. Groundwater is shallow onsite (about 3 feet below the current grade, or 10 feet NAVD88), and appears the grades are being raised by about 2 feet. This will locate groundwater about 5 feet below grade. Per section 13.5.4, the Project drainage will rely on stormwater infiltration of permeable areas and detention basins to meet requirements. However, since storm drain piping is likely to be installed to depths of about 5 feet below ground, it will quickly fill with groundwater due to leaks in the system and lose capacity. Since groundwater levels will rise with sea level rise, groundwater will be within 3 feet of the ground surface (2 foot rise) by 2070 after which time stormwater infiltration will cease to be effective[3].

   The EIR Project Description should include a description of work needed to maintain the function of the storm drain system over the life of the Project, and the analysis should take into account the effects of future groundwater rise.

1-9

3. **Drainage patterns.** For Impact Analysis HYD-3, please include a discussion that explains how raising the elevation of the site would not increase the rate and volumes of flow off of the site into adjacent areas.

1-10

4. **Flood hazards.** For Impact Analysis HYD-4, please incorporate potential flooding from groundwater rise over the life of the Project into the analysis of whether a flooding event could risk the release of pollutants. Additionally, please include a brief characterization of what the analysis considers to be a pollutant (and note that the contents of sewer lines, etc. should also be considered pollutants in this context).

1-11

LAND USE AND PLANNING

As BCDC previously noted in our comments on the NOP, "The McAteer-Petris Act and the Bay Plan are a State law and a land use plan, respectively, adopted for the purpose of avoiding or mitigating an environmental effect and should be included in the regulatory settings for this section as well as considered in the impact analysis." However, the DEIR does not reference the Bay plan or McAteer-Petris Act in Section 14.4 (Applicable Regulations, Plans, and Standards) or the accompanying analysis.

1-12

[3] https://www.sfei.org/sites/default/files/biblio_files/Shallow%20Groundwater_Sea%20Level%20Rise_Pathways_SFEI_2022_v2_2.pdf

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PUBLIC SERVICES AND RECREATION

Thank you for including the adjacent Belmont Creek Trail segments and connected planned and existing recreation areas in the study area. However, in BCDC's comments on the NOP, we requested that, for the recreation analysis, the DEIR also "identify the service area and service population for these facilities, assess whether the recreational facilities provided are commensurate with the need generated by the Project, and consider whether the Project has the potential to result in the physical deterioration of these facilities." 1-13

BCDC also previously requested that the DEIR analysis "should demonstrate that public access and recreational facilities are resilient to projected sea level rise at mid-century, with a comprehensive plan for adaptation through the end of the century. This plan should include strategies for maintaining accessibility, functionality, and safety of recreational and visitor-serving amenities under various sea level rise scenarios. The DEIR should state whether the adaptation or replacement of the proposed public access would require further construction or expansion of recreational facilities and assess whether that may have an adverse effect on the environment."

Conclusion

We appreciate your attention to the topics discussed above and for the opportunity to make the above comments on the DEIR. If you have any questions or concerns regarding this matter, please do not hesitate to contact me at (415)-352-3626 or by email at alyssa.plese@bcdc.ca.gov. 1-14

Sincerely,

DocuSigned by:
Alyssa Plese
E97852452B074AD...

ALYSSA PLESE
Coastal Program Analyst
San Francisco Bay Conservation and Development Commission
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cc: State Clearinghouse (state.clearinghouse@opr.ca.gov)

AP / mm

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State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
(707) 428-2002
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director

November 13, 2024

Chris Dacumos, Senior Planner
City of Belmont
One Twin Pines Lane, Suite 310
San Mateo, CA 94002
CDacumos@goodcityco.com

Subject: 1301 Shoreway Project, Draft Environmental Impact Report, SCH No. 2024060880, City of Belmont, San Mateo County

Dear Chris Dacumos:

2-1

The California Department of Fish and Wildlife (CDFW) received a Notice of Availability of a Draft Environmental Impact Report (EIR) from the City of Belmont (City) for the 1301 Shoreway Project (Project) pursuant the California Environmental Quality Act (CEQA) and CEQA Guidelines.[1] CDFW previously submitted comments in response to the Notice of Preparation of the draft EIR.

Thank you for the opportunity to provide comments and recommendations regarding those activities involved in the Project that may affect California fish and wildlife. Likewise, we appreciate the opportunity to provide comments regarding those aspects of the Project that CDFW, by law, may be required to carry out or approve through the exercise of its own regulatory authority under the Fish and Game Code.

CDFW ROLE

2-2

CDFW is California's **Trustee Agency** for fish and wildlife resources and holds those resources in trust by statute for all the people of the State. (Fish & G. Code, §§ 711.7, subd. (a) & 1802; Pub. Resources Code, § 21070; CEQA Guidelines § 15386, subd. (a).) CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species. (*Id.*, § 1802.) Similarly, for purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during public agency environmental review efforts, focusing specifically on projects and related activities that have the potential to adversely affect fish and wildlife resources.

CDFW is also submitting comments as a **Responsible Agency** under CEQA. (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381.) CDFW expects that it may need to exercise regulatory authority as provided by the Fish and Game Code. As

[1] CEQA is codified in the California Public Resources Code in section 21000 et seq. The "CEQA Guidelines" are found in Title 14 of the California Code of Regulations, commencing with section 15000.

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proposed, for example, the Project may be subject to CDFW's Lake and Streambed Alteration (LSA) regulatory authority. (Fish & G. Code, § 1600 et seq.) Likewise, to the extent implementation of the Project as proposed may result in "take" as defined by State law of any species protected under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), the Project proponent may seek related take authorization as provided by the Fish and Game Code.

PROJECT DESCRIPTION SUMMARY

Proponent: City of Belmont

2-3

Objective: The objective of the Project is to demolish an existing office building at 1301 Shoreway Road and to construct a Class-A building for office, technology, and/or R&D, including life sciences, as well as an associated parking structure.

Primary Project activities include demolition of all existing on-site uses and construction of an 8-story 270,446 square-foot building, a seven-story 271,589 square-foot building, and a 441,280 square-foot parking garage with 9 levels above grade. The total building footprint on the Project site would be 983,315 gross square feet. The parking garage and surface parking lots would provide approximately 1,626 parking stalls.

Location: 1301 Shoreway Road, Belmont, CA 94002, 37.524390, -122.266028. The approximately 6.9-acre Project site is bounded by Shoreway Road and Highway 101 to the southwest, commercial development to the northwest, a Pacific Gas and Electric Company (PG&E) substation to the southeast, and a tidal section of Belmont Creek and narrow strip of ruderal grassland to the northeast.

COMMENTS AND RECOMMENDATIONS

2-4

CDFW offers the comments and recommendations below to assist the City in adequately identifying and/or mitigating the Project's significant, or potentially significant, direct and indirect impacts on fish and wildlife (biological) resources.

I. **Mitigation Measures and Impacts**

Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by CDFW or U.S. Fish and Wildlife Service (USFWS)?

COMMENT #1 – California Ridgway's Rail and California Black Rail

Section 7.3.4 Special-Status Species and Sensitive Habitats

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Issue: The draft EIR describes the Project occurring upstream of northern coastal salt marsh habitat that supports populations of California Ridgway's rail (*Rallus obsoletus obsoletus*, formerly California clapper rail, hereafter CRRA), a state and federally endangered and state fully protected species, and California black rail (*Laterallus jamaicensis coturniculus*, BLRA), a state threatened and state fully protected species (California Natural Diversity Database [CNDDB] 2024). Further, the draft EIR describes how the Project site is directly adjacent to tidal marsh habitat and exposed mudflats of Belmont Creek, which may serve as a wildlife movement corridor for special-status species that occur nearby.

Specific impact: Direct mortality of CRRA or BLRA could occur through nest abandonment, loss of potential foraging habitat resulting in reduced reproductive success (loss or reduced health or vigor of eggs or young), inadvertent entrapment or entrainment, or impingement.

Why impact would occur: The Project will include impacts such as noise, groundwork, and operation and movement of equipment and workers that would have the potential to disturb foraging, roosting, and nesting.

Evidence impact would be significant: CRRA and BLRA are fully protected species under California Fish and Game Code (§ 3511 or § 4700) and are either listed under the federal Endangered Species Act, CESA, or both. These species are at great conservation risk and may be experiencing serious population declines or range retractions.

Recommended Potentially Feasible Mitigation Measures

2-5

Mitigation Measure 1: Rail surveys

A CDFW and USFWS-approved biologist should conduct protocol-level surveys of CRRA and BLRA in all suitable habitats adjacent to the Project using the 2017 California Clapper Rail Survey Protocol to determine where CRRA or BLRA are present in each year of construction (Wood et al. 2017). CDFW staff are available to collaborate to incorporate calls of BLRA into the protocol to ensure that both species are sufficiently surveyed.

Mitigation Measure 2: Rail Buffers

If CRRA or BLRA are found in suitable habitat near the Project site, appropriate buffers should be incorporated to avoid and minimize impacts to CRRA and BLRA. A 700-foot no-work buffer should be implemented between construction activities and any current-year breeding CRRA and BLRA detections if construction cannot be avoided during the rail breeding season (January 15- August 31 for CRRA, February 1- August 31 for BLRA). If establishing a 700-foot buffer around breeding

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rail detections is not feasible, noise reducing modifications to equipment as well as portable acoustic barriers/blankets placed near noise sources may be appropriate to reduce auditory and visual impacts to breeding rails. Note that these noise reduction features may be appropriate regardless of time of year to minimize impacts to foraging rails as well. CDFW recommends that a qualified avian biologist advise and support buffer establishment in consultation with CDFW.

Mitigation Measure 3: Rail Take Avoidance

Fully protected species such as CRRA and BLRA may not be taken or possessed at any time. In the event a fully protected species is found within or adjacent to the Project site, CDFW recommends that a qualified biologist implement an appropriate no-disturbance buffer (see Mitigation Measure 2) and allow the individual to leave the Project site of its own volition. The qualified biologist should also be on-site during all Project activities to ensure that fully protected species are not being disturbed by Project activities

ENVIRONMENTAL DATA

CEQA requires that information developed in environmental impact reports and negative declarations be incorporated into a database which may be used to make subsequent or supplemental environmental determinations. (Pub. Resources Code, § 21003, subd. (e).) Accordingly, please report any special-status species and natural communities detected during Project surveys to the CNDDB. The CNDDB field survey form can be filled out and submitted online at the following link: https://wildlife.ca.gov/Data/CNDDB/Submitting-Data. The types of information reported to CNDDB can be found at the following link: https://www.wildlife.ca.gov/Data/CNDDB/Plants-and-Animals.

2-6

ENVIRONMENTAL DOCUMENT FILING FEES

The Project, as proposed, would have an impact on fish and/or wildlife, and assessment of environmental document filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the environmental document filing fee is required for the underlying project approval to be operative, vested, and final. (See Cal. Code Regs, tit. 14, § 753.5; Fish & G. Code, § 711.4; Pub. Resources Code, § 21089.)

2-7

CONCLUSION

CDFW appreciates the opportunity to comment on the draft EIR to assist the City in identifying and mitigating Project impacts on biological resources.

2-8

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Questions regarding this letter or further coordination should be directed to Shannon Husband, Environmental Scientist, at (707) 337-1364 or Shannon.Husband@Wildlife.ca.gov; or Wesley Stokes, Senior Environmental Scientist (Supervisory) at (707) 339-6066 or Wesley.Stokes@Wildlife.ca.gov.

Sincerely,

DocuSigned by:
Erin Chappell
B77E9A8211EF486...

Erin Chappell
Regional Manager
Bay Delta Region

ec: Office of Planning and Research, State Clearinghouse (SCH No. 2024060880)

REFERENCES

CNDDB. 2024. RareFind 5. California Department of Fish and Wildlife Government Version 5.3.0 dated September 29, 2024.

Wood, J.K., Nur, N., Salas, L. and O.M.W. Richmond. 2016. Site-specific Protocol for Monitoring Marsh Birds: Don Edwards San Francisco Bay and San Pablo Bay National Wildlife Refuges. Prepared for the U.S. Fish and Wildlife Service, Pacific Southwest Region Refuge Inventory and Monitoring Initiative. Point Blue Conservation Science. Petaluma, CA.

California Department of Transportation

DISTRICT 4
OFFICE OF REGIONAL AND COMMUNITY PLANNING
P.O. BOX 23660, MS–10D | OAKLAND, CA 94623-0660
www.dot.ca.gov

November 22, 2024

SCH #: 2024060880
GTS #: 04-SM-2024-00633
GTS ID: 33127
Co/Rt/Pm: SM/101/9.307

Carlos de Melo, Community Development Director
City of Belmont
One Twin Pines Lane, Suite 310
Belmont, CA 94002

Re: 1301 Shoreway Project – Draft Environmental Impact Report (DEIR)

Dear Carlos de Melo:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the 1301 Shoreway Project. The Local Development Review (LDR) Program reviews land use projects and plans to ensure consistency with our mission and state planning priorities. The following comments are based on our review of the October 2024 DEIR.

Please note this correspondence does not indicate an official position by Caltrans on this project and is for informational purposes only.

Project Understanding

The proposed project would result in the demolition of the existing 148,949 square feet (sq. ft.) medical office building and surface parking lot to develop 542,035 sq. ft. of employment uses through the construction of two buildings to serve as a general office and/or research and technology campus. An associated 9-story, 442,690 sq. ft. parking garage would also be constructed. The development also proposes a series of public outdoor amenities that would be accessible from the slough and adjacent trail along Belmont Creek. The 6.9-acre project site is located adjacent to northbound U.S. Route 101 (U.S. 101).

3-1

Travel Demand Analysis

The project vehicle miles traveled (VMT) analysis and significance determination are undertaken in a manner consistent with the City of Belmont's adopted Resolution 2021-021 – VMT Policy, which includes recommendations regarding VMT methodology and thresholds of significance. Per the DEIR, this project is found to have a less than

3-2

significant VMT impact with the implementation of a Transportation Demand Management (TDM) plan focused on reducing employee VMT. The project also proposes reestablishing a local shuttle service to connect the office development to the San Carlos Caltrain Station and the Redwood Shores community. The proposed mitigation measures identified in the TDM plan should be documented with annual monitoring reports to demonstrate effectiveness.

Please note that the City/County Association of Governments of San Mateo County's (C/CAG) VMT/Greenhouse Gas (GHG) Model Mitigation Program was awarded through Caltrans' Sustainable Transportation Planning Grant Program to assist project sponsors and developers to identify feasible options for mitigating VMT and GHG emission impacts of land use and VMT-inducting transportation projects in the County. The City is encouraged to collaborate with Caltrans and C/CAG to explore more VMT mitigation program options when needed. 3-3

Hydrology
Following review of the October 2024 DEIR, there would be no significant adverse drainage condition expected on U.S. 101 from the proposed project. 3-4

Water Quality
In *Section 13.4 Applicable Regulation, Plans, and Standards* of the DEIR, the current National Pollutant Discharge Elimination System (NPDES) 2022 Construction Stormwater General Permit should be referenced unless it is clearly substantiated and justified to use the older versions of the permit for this proposed project. 3-5

Construction-Related Impacts
A reminder that the following two Caltrans projects are within the vicinity of the project site and may pose a potential construction conflict. For future project coordination, please contact Rommel Pardo, Senior Project Manager of Program Project Management for San Mateo County at Rommel.Pardo@dot.ca.gov. 3-6

- *Project 04-0Q070* – modify and enhance the metering system and guardrails for various U.S. 101 on-ramps, including the on-ramps at Whipple Ave and Hillsdale Blvd.

- *Project 04-2J73A* – pavement rehabilitation and upgrade guardrails along U.S. 101 near Cordilleras Creek Bridge.

Thank you again for including Caltrans in the environmental review process. Should you have any questions regarding this letter, please contact Luana Chen, Transportation Planner, via LDR-D4@dot.ca.gov.

For future early coordination opportunities or project referrals, please visit Caltrans LDR website (*link*) or contact LDR-D4@dot.ca.gov.

Sincerely,

YUNSHENG LUO
Branch Chief, Local Development Review
Office of Regional and Community Planning

c: State Clearinghouse
Chris Dacumos, Senior Planner for City of Belmont

October 28, 2024

Advocates for the Environment

A non-profit public-interest law firm
and environmental advocacy organization



Carlos de Melo
Community Development Director
City of Belmont
1 Twin Pines Lane, Suite 310
Belmont, CA 94002

Via U.S. Mail and email to cdemelo@belmont.gov

Re: Comments on the Draft Environmental Impact Report for the 1301 Shoreway Project, SCH No. 2024060880

Dear Mr. Melo:

4-1

Advocates for the Environment submits the comments in this letter regarding the proposed 1301 Shoreway Project (**Project**), located at 1301 Shoreway Road at the northeast intersection of Shoreway Road and Sem Lane in the City of Belmont (**City**). This Project proposes to demolish an existing office building and construct a 542,000 square-foot office and laboratory space, along with a 442,690 square-foot parking garage, on the 6.9-acre Project site.

We are a non-profit public-interest law firm that uses environmental law to fight to improve the environment in California. We have reviewed the Environmental Impact Report (**EIR**) prepared in October 2024, and submit comments regarding the sufficiency of the EIR's Greenhouse-Gas (**GHG**) analysis under the California Environmental Quality Act (**CEQA**).

The City Should Require the Project to be Net-Zero

4-2

Given the current regulatory context and technological advancements, a net-zero significance threshold is feasible and extensively supportable. GHG emissions from buildings, including indirect emissions from offsite generation of electricity, direct emissions produced onsite, and from construction with cement and steel, amounted to 21% of global GHG emissions in 2019. (IPCC Sixth Assessment Report, Climate Change 2022, WGIII, Mitigation of Climate Change, p. 9-4.) This is a considerable portion of global GHG emissions.

It is much more affordable to construct new building projects to be net-zero than to obtain the same level of GHG reductions by expensively retrofitting older buildings to comply with climate change regulations. Climate damages will keep increasing until we reach net zero GHG emissions, and there is a California state policy requiring the state to be net-zero by 2045. It therefore is economically unsound to construct new buildings that are not net-zero.

Environmental groups have achieved tremendous outcomes by litigation under CEQA. Two of the largest mixed-use development projects in the history of California, Newhall Ranch

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(now FivePoint Valencia), and Centennial (part of Tejon Ranch) decided to move forward as net-zero communities after losing CEQA lawsuits to environmental groups. The ability for these large projects to become net-zero indicates that it is achievable, even for large-scale developments. The Applicant for this Project should do the same.

We urge the City to adopt net-zero as the GHG significance threshold for this Project. This threshold is well-supported by plans for the reduction of GHG emissions in California, and particularly the CARB Climate Change Scoping Plans. The CARB 2017 Scoping Plan states that "achieving no net additional increase in GHG emissions, resulting in no contribution to GHG impacts, is an appropriate overall objective for new development." (CARB 2017 Scoping Plan, p. 101.) Additionally, the CARB 2022 Scoping Plan reaffirms the necessity of a net zero target by expressing: "it is clear that California must transition away from fossil fuels to zero-emission technologies with all possible speed … in order to meet our GHG and air quality targets." (CARB 2022 Scoping Plan, p. 184.) CARB further encourages a net-zero threshold in its strategies for local actions in Appendix D to the 2022 Scoping Plan. (CARB 2022 Scoping Plan, Appendix D p. 24-26.)

Moving this Project forward as a net-zero project would not only be the right thing for the City to do, but also would help protect the City and the Applicant from CEQA GHG litigation.

CEQA GHG Significance Analysis

The EIR derived its GHG significance thresholds from the CEQA Appendix G Guidelines: whether the Project would generate GHG emissions that may have a significant impact, and whether the Project would be consistent with an applicable plan, policy, or regulation for the reduction of GHG emissions. (EIR, p. 11-14.) The City used CalEEMod to quantify the net Project's annual emissions, which were reported to be 4,079 metric tons of carbon dioxide equivalent (**MTCO2e**) per year. (EIR, p. 11-18.) The EIR concluded that the Project's GHG emissions would be less than significant after mitigation. (EIR, p. 11-24.)

Chosen Threshold Is Not Supported by Substantial Evidence

4-3

As the basis for its significance determination under the first significance threshold, the City chose BAAQMD's Best Management Practices (**BMPs**), the implementation of a Transportation Demand Management Program (**TDM**), and the City of Belmont Climate Action Plan (**CAP**). (EIR, p. 11-14 –11-19.) However, the City did not provide substantial evidence in the record that complying with these programs is a valid significance threshold to demonstrate a less-than-significant impact.

Insufficient Evidence for 15% VMT Reduction from TDM Program

4-4

The EIR lacks sufficient evidence to demonstrate the TDM program's effectiveness at achieving a 15% reduction in vehicle miles traveled (**VMT**). The Project's reliance on the TDM program to ensure compliance with BAAQMD and the City's CAP is therefore misplaced and unsupported by substantial evidence.

The EIR acknowledges that a vast majority of the Project's emissions —nearly 80%— come from mobile sources. (EIR, p. 11-19.) For this reason, reducing VMT would substantially reduce the Project's overall GHG impact. To address this, the EIR proposes to implement a TDM program described under Transportation Mitigation Measure 1 (**MM TRA-1**). According to this measure, before occupancy, the City shall prepare and implement a final TDM program to reduce the Project's VMT to below the significance threshold. This would include encouraging employees to use alternative modes of transportation to single-occupant vehicles. The City of Belmont TDM policy requires this Project to achieve 18 points. Compliance with the city's TDM policy would reduce the Project's vehicle trips and the VMT by an estimated 15 percent or more, which would be more than the required 7.4 percent reduction needed if using the City/County Association of Governments of San Mateo County (**C/CAG**) VMT estimation tool, and the 6.0 percent reduction needed if using the C/CAG travel demand model. (EIR, p. 1-24.) While this plan claims that compliance with the TDM policy will lead to a 15% VMT reduction, it fails to provide sufficient evidence for several reasons.

First, this measure lacks performance standards to ensure the TDM program is effective. The measure itself does not list any concrete strategies to bring about the reduction of single-occupant employee vehicles, rather it defers the creation of specific strategies to a future date. Additionally, the term "encouraging" (EIR, p. 1-24) is inherently vague and lacks enforceability as it does not guarantee the implementation of these measures. MM TRA-1 should be aimed at reducing single-occupant vehicles, not simply encouraging alternative transportation. There are many factors that influence an employee's choice of transportation method, including convenience, time, and money. Merely encouraging alternative mechanisms without providing structural changes to make such options more convenient would not lead to measurable reductions in VMT or GHG emissions.

Moreover, the absence of specific strategies and enforceable commitments is insufficient to achieve quantifiable reductions in greenhouse gases, rendering the plan incomplete. Although the City references Belmont's TDM Program Report and Guideline, which requires the Project to reach 18 points to achieve a 15% reduction in VMT, the EIR fails to provide the TDM Program Proposed Project Measures form. This form would detail which specific measures the Project plans to implement and show how the required 18 points are being met. Without these

specific commitments, there is no assurance that the Project will achieve the anticipated VMT reductions under the TDM.

Second, even if the City committed to specific measures in the TDM, the EIR fails to present empirical evidence on why the TDM program will successfully reduce VMT by 15% for a project of this size. The TDM Program Report and Guidebook for the City of Belmont varies the number of points required based on land use and project size, up to 50,000 square feet. Any project over 50,000 square feet must meet 18 points (Report and Guidebook, p. 4.) Because this is the maximum amount of points, this Project would be held to the same 18-point requirement as a project that is more than ten times smaller, but still expected to reach the same 15% reduction. In other words, the City of Belmont's TDM policy applies a one-size-fits-all point system for projects over 50,000 square feet without providing evidence that a 15% reduction can be achieved for all projects. This threshold might not account for the complexity or scale of a significantly larger project, such as this 542,000-square-foot development. The policy and EIR assume that a 15% reduction can be achieved through the same measures applied to much smaller projects. This assumption is not supported by substantial evidence.

The EIR also does not provide the necessary evidence and detailed commitments to ensure effective implementation of the proposed TDM program. As a result, it fails to establish a reliable path to achieving the claimed 15% reduction in VMT, undermining support for the Project's chosen threshold.

Inadequate Commitment to BAAQMD Best Management Practices

4-5

The EIR references implementing BAAQMD BMPs to reduce short-term construction-related GHG emissions but fails to sufficiently specify or enforce commitments regarding these practices. The EIR states that the BMP requirements shall be documented on final construction drawings and must be verified as a condition of project approval. (EIR, p. 11-17.) However, this language lacks specific enforceable commitments and does not outline how the BMPs will be integrated into the construction process. Furthermore, it withholds critical information from the general public by deferring these details to final construction drawings, leaving the public without a clear understanding of how GHG reductions will be achieved.

The BMPs include: (1) Us[ing] alternative-fuel (e.g., biodiesel, electric) construction vehicles/equipment (at least 15 percent of the Project's construction fleet); (2) Us[ing] local (within 200 miles) building materials (at least 10 percent); and (3) Recycl[ing] at least 50 percent of construction waste or demolition materials. (EIR, p. 11-17.) The first BMP presents multiple alternative fuel options, each of which has different levels of emissions it will emit. The EIR does not clarify which alternative fuels will be prioritized or how the Project intends to select between them. Additionally, all three BMPs include the language "at least X percentage," The Project fails to specify whether it will exceed these minimum thresholds and, if so, by how

much, or just meet the minimum requirement. Relying on vague BMP commitments as part of the Project's GHG significance determination is a deferral of the City's responsibility to determine the extent of the Project's potential GHG impact.

Consistency with Identified Applicable Plans

4-6

The EIR included a discussion of the CAP, AB 32, SB 32, and Plan Bay Area/SB 375 to support its conclusion that the Project would not conflict with an applicable plan, policy, or regulation for GHG emissions reductions. However, consistency with AB 32 is irrelevant because this is an expired plan. Furthermore, the EIR failed to acknowledge and analyze all applicable plans for the reduction of GHGs. This Project is inconsistent with several applicable plans that were excluded. As a result, this significance analysis violates CEQA by being deficient and misleading in several areas.

AB 32 Is Not Applicable Because It is Outdated

AB 32 analysis under Threshold (b) is not applicable because AB 32 set a goal that has already been accomplished and therefore is not an applicable policy for this Project. The EIR states that AB 32 included provisions to reduce GHG emission levels to 1990 levels by 2020. (EIR, p. 11-32.) This goal was successfully reached in 2016, four years earlier than mandated. To date, about 8 years have passed since that goal was reached, and 4 have passed since the 2020 deadline. This plan has since been superseded by more current plans that have set new goals with higher standards to reach. As a result, demonstrating consistency with AB 32 does not meet Threshold (b) because this plan is no longer applicable.

The EIR Should Have Analyzed All Applicable Plans

The City chose, as its second GHG threshold, whether the Project would "conflict with a plan, policy or regulation adopted for the purpose of reducing greenhouse gas emissions." (EIR, p. 11-19.) This language requires that the EIR analyze the Project's consistency with all other applicable plans, not just the plans that the City prefers to analyze.

An agency must consider a project's GHG impact over time to reasonably evaluate the full extent of environmental impact as CEQA requires. The City did not estimate or account for the GHG impact across the Project's lifespan. However, the reasonable lifespan of a commercial building averages 50 to 60 years.[1] Therefore, the Project must show consistency with long-term State GHG goals, including Executive Order B-55-18 (**EO B- 55-18**), the 2022 CARB Scoping Plan, the 2017 CARB Scoping Plan, and the Belmont City Code.

[1] https://bciconstruction.us/which-factors-determine-the-lifespan-of-a-building/#:~:text=Use%20of%20the%20Building,-Finally%2C%20the%20use&text=A%20warehouse%20used%20to%20produce,for%20major%20repairs%20or%20renovations.

EO B-55-18 requires the State of California to achieve carbon neutrality—net zero GHG emissions—by 2045. The Project is inconsistent with EO B-55-18 because it does not prohibit the use of gasoline, diesel, and natural gas. In fact, the Project would use diesel-powered equipment during construction, require five emergency diesel generators during operations, and emit diesel exhaust from the heavy-duty truck traffic that the Project would create. (EIR, p. 6-19; p. 6-25; p. 6-25.) Burning non-renewable fuels, such as diesel, results in substantial GHG emissions, preventing the Project from ever achieving carbon neutrality, unless it enters into agreements with the applicant and/or future tenant to ensure that fossil fuel use is on track to be eliminated by 2045. Thus, the Project would conflict with EO B-55-18. As stated by the City's chosen threshold, conflict with *any* applicable policy would be a significant GHG impact.

The 2022 Scoping Plan sets a goal for 50% of all industrial energy demand to be electrified by 2045 (2022 CARB Scoping Plan, p. 77).[2] The EIR makes no showing that the Project is consistent with this goal. The 2022 CARB Scoping Plan also places particular emphasis on decarbonizing industrial facilities by "displacing fossil fuel use with a mix of electrification, solar thermal heat, biomethane, low- or zero-carbon hydrogen, and other low-carbon fuels to provide energy for heat and reduce combustion emissions" (2022 CARB Scoping Plan, p. 208). Again, the Project does not appear to be consistent with this goal, based on the analysis provided in the EIR. The Project creates a conflict with the 2022 Scoping Plan by its reliance on diesel fuel in its operations. (See EIR, p. 9-12 [noting diesel gas-powered equipment.])

Additionally, Chapter 7 Article IV, Division 10 of the Belmont City Code requires that all newly constructed buildings must be all-electric buildings. It also applies reach code standards that prohibit the use of natural gas and require electric vehicle (**EV**) parking and charging capabilities for new development within the city. (EIR, p. 11-14.) The Project directly violates the code by using approximately 13,646,800 thousand British Thermal Units (kBTU) of natural gas per year. (EIR, p. 9-15.) The EIR also does not address the EV parking and charging stations.

Consequently, because the Project is inconsistent with applicable plans for the reduction of GHGs, it is significant under the second threshold.

Conclusion

The conclusion of less-than-significant GHG impact violates CEQA because the Project's chosen significance threshold is not supported by substantial evidence, the Project should have found a significant GHG impact. Further, the Project would not be consistent with the applicable plans, policies, and regulations for the reduction of GHGs.

4-7

[2] 2022 Scoping Plan located at: https://ww2.arb.ca.gov/sites/default/files/2023-04/2022-sp.pdf

Please put Advocates for the Environment on the list of interested parties to receive updates about the progress of this potential project approval. We make this request under Public Resources Code, section 21092.2.

Sincerely,

Dean Wallraff, Attorney at Law
Executive Director, Advocates for the Environment

10211 Sunland Blvd., Shadow Hills, CA 91040 (818) 650-0030 X101 dw@aenv.org

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Of Counsel
MARC D. JOSEPH
DANIEL L. CARDOZO

November 4, 2024

Via Email and U.S. Mail

Planning Commission
City of Belmont
City Council Chambers
City Hall
1 Twin Pines Lane
Belmont, California
Email: PlanningComm@belmont.gov

Chris Dacumos, Contract Planner
Carlos de Melo, Director
Community Development Dept.
City of Belmont
1 Twin Pines Lane, #310
Belmont, CA 94002
Email: cdacumos@goodcityco.com; cdev@belmont.gov

Re: Agenda Item 7.C: Preliminary Comments on Draft Environmental Impact Report for 1301 Shoreway Project (SCH 2024060880)

Dear Planning Commissioners, Mr. Dacumos and Mr. de Melo:

These comments are submitted on behalf of San Mateo Residents for Responsible Development ("San Mateo Residents") regarding the City of Belmont's ("City") Draft Environmental Impact Report ("DEIR") for the 1301 Shoreway Project (SCH 2024060880) ("Project") proposed by Four Corners Properties ("Applicant"). The Project appears as Agenda Item Number 7.C. The Planning Commission will receive public comments on the DEIR but will not take action on the Project.[1]

5-1

The Project includes the proposed construction of an office and life science/research campus and an associated parking structure.[2] The proposed development includes 542,035 square feet of employment uses (e.g., office and laboratory space), a 442,690-square foot parking garage, and landscape improvements including a central courtyard. The Project would include two buildings: Building 1 would be 8 stories, and Building 2 would be 7 stories. Parking

[1] We reserve the right to supplement these comments at later hearings and proceedings on the Project. Gov. Code § 65009(b); PRC § 21177(a); *Bakersfield Citizens for Local Control v. Bakersfield* (2004) 124 Cal. App. 4th 1184, 1199-1203; *see Galante Vineyards v. Monterey Water Dist.* (1997) 60 Cal. App. 4th 1109, 1121.
[2] DEIR, p. 1-1.

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for both buildings would be provided through a 9-level parking garage and surface parking for a total of 1,626 spaces. The 6.9-acre Project site is located at 1301 Shoreway Road at the northeast intersection of Shoreway Road and Sem Lane (APN 040-371-110).[3]

The DEIR states that the life science may be occupied with laboratories with a biosafety level ("BSL") of up to BSL-3.[4] BSL-3 laboratories handle microbes that can cause serious or potentially lethal disease through respiratory transmission,[5] and require specialized facilities with associated precautions, laboratory practices, safety equipment and specific facility construction such as decontamination equipment, specific exhaust and airflow requirements and two sets of self-closing and locking doors.[6] In addition to seeking development planning entitlements from the City, the Project requires C/CAG Review for Airport Land Use Plan Compatibility and Bay Conservation and Development Commission ("BCDC") Clearance.[7] The Applicant also proposes to enter into a Development Agreement with the City.[8]

San Mateo Residents urges the City to comply with California Environmental Quality Act ("CEQA")[9] throughout the Project's environmental review and entitlement process. Residents also urges the City to engage in a broad, community-inclusive public process as part of the Development Agreement negotiation process which builds a community consensus on the community benefits the Applicant must be required to provide to the City and its residents in exchange for the land use concessions that may be provided by the City.

5-2

I. STATEMENT OF INTEREST

5-3

San Mateo Residents is an unincorporated association of individuals and labor organizations that may be adversely affected by the potential public health and environmental impacts of the Project. The association includes the International Brotherhood of Electrical Workers Local 617, Plumbers & Steamfitters Local 467, Sheet Metal Workers Local 104, Sprinkler Fitters Local 483,

[3] DEIR, p. 1-1.
[4] DEIR, pp. 1-1, 2-1.
[5] See Center for Disease Control, *Recognizing the Biosafety Levels*, BSL-3, available at https://www.cdc.gov/training/quicklearns/biosafety/ (last visited 11/3/24); Eureka, What is a BSL-3 (Biological Safety Levels) Lab?, available at https://www.criver.com/eureka/what-bsl-3-lab (last visited 11/3/24).
[6] DEIR, p. 2-1.
[7] DEIR, p. 3-21.
[8] DEIR, p. 3-21.
[9] Public Resources Code § 21000 et seq.

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their members and families, and other individuals that live and/or work in the City of Belmont and San Mateo County. San Mateo Residents has a strong interest in enforcing the State's environmental laws that encourage sustainable development and ensure a safe working environment for its members.

Individual members of Residents live, work, recreate, and raise their families in the City of Belmont, in San Mateo County, and in the surrounding communities. Accordingly, they would be directly affected by the Project's environmental and health and safety impacts. Individual members may work on the Project itself. They will be first in line to be exposed to any health and safety hazards that exist on site.

In addition, Residents has an interest in enforcing environmental laws that encourage sustainable development and ensure a safe working environment for its members. Environmentally detrimental projects can jeopardize future jobs by making it more difficult and more expensive for businesses and industries to expand in the region, and by making the area less desirable for new businesses and new residents. Continued environmental degradation can also result in construction moratoriums and other restrictions on growth that, in turn, reduce future employment opportunities.

II. THE CITY MUST COMPLY WITH CEQA

5-4

San Mateo Residents respectfully urges the City to fully comply with CEQA in all aspects of the Project, including but not limited to consideration of all comments submitted by responsible agencies, members of the public, or others on the DEIR and the Project, preparation of the FEIR and the City's consideration of any and all applications for licenses, permits, or any other entitlements sought for the Project.

San Mateo Residents requests that the City carefully comply with CEQA's requirement to identify and mitigate the Project's potentially significant impacts to the maximum extent feasible.[10] The DEIR identifies several potentially significant environmental impacts, including, but not limited to: exposure of sensitive receptors to toxic air contaminants,[11], harm to several special status species who breed or forage near the Project site[12], and potential exposure of workers to hazardous soils and/or groundwater[13]. San Mateo Residents stands to be directly affected by the Project's impacts. In particular, they request that the City carefully analyze and

[10] Pub. Res. Code § 21001; CEQA Guidelines § 15126.4(a).
[11] DEIR, p. 6-28–6-33.
[12] DEIR, p. 7-16–7-18.
[13] DEIR, p. 12-15–12-16.

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mitigate the Project's potentially significant impacts from construction and operational air emissions, health risk, hazardous materials, and noise. The Project cannot be approved until the City fully complies with CEQA.

III. THE DEVELOPMENT AGREEMENT SHOULD BE DEVELOPED BASED ON COMMUNITY INPUT AND MUST INCLUDE SUBSTANTIAL COMMUNITY BENEFITS

5-5

The Applicant proposes to enter into a Development Agreement with the City for the Project.[14] A development agreement is a contract between an agency and a developer establishing certain development rights with any person having a legal or equitable interest in the property at issue. Development agreements extend the life of the entitlements in exchange for the provision of public benefits and to reduce the economic risk of development.[15] While a development agreement must advance an agency's local planning policies, it may also contain provisions that vary from otherwise applicable zoning standards and land use requirements as long as the project is consistent with the general plan and applicable specific plans.[16] For this reason, it is critical that the terms of a proposed development agreement be disclosed to the public and analyzed during the Project's CEQA process in order to determine whether the development agreement may have potentially significant impacts that are not otherwise inherent in the project. Therefore, any development agreement for the Project must be described in the EIR and considered by the City's decision makers at the same time as the rest of the Project approvals. The Project's proposed Development Agreement is not described or attached to the DEIR.

Because a Development Agreement would provide the Project with land use concessions in a binding contract that sets the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of the Project property, the City must also negotiate developer concessions, which generally include community benefits or contributions that the City could not otherwise obtain from a developer through normal exactions or conditions of approval.[17] The City has broad discretion to approve or deny a Development Agreement depending on its assessment of the value of such an agreement to the City and its residents. Given the large size and scope of this Project, the City should require the Applicant to provide meaningful and substantial community benefits as

[14] DEIR, p. 3-21.
[15] Gov. Code §§ 65864-65869.5.
[16] *Id*.
[17] *Hermosa Beach Stop Oil Coalition v City of Hermosa Beach* (2001) 86 Cal. App. 4th 534 (Development Agreements are not subject to Mitigation Fee Act [Govt Code. §§66000-66025] or takings law); *Leroy Land Dev. Corp. v Tahoe Reg'l Planning Agency* (9th Cir 1991) 939 F.2d 696, 697.

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part of the Development Agreement negotiation before the City can consider approving the Project. For example, the Development Agreement should provide workforce benefits to support local employment or local workforce training through apprenticeship programs, and ensure that the Project will maximize local employment opportunities.

Further, the City should closely include the community in formulation of the Development Agreement. Preparation of the Development Agreement should be an inclusive process that engages all community stakeholders to ensure that the Development Agreement provides well-tailored community benefits. Accordingly, the City should solicit public comment on a draft Development Agreement and work collaboratively with the community throughout the formulation of the final Development Agreement.

IV. CONCLUSION

5-6

Residents urges the City to comply with its duties under CEQA and other State and local laws to ensure that the Project fully complies with CEQA and all applicable land use laws. Residents also urges the City to engage in an inclusive and transparent Development Agreement negotiations process which incorporates community input to ensure the Applicant provides meaningful community benefits to the City and its residents. San Mateo Residents expressly reserve the right to submit additional comments on the Project with the Draft EIR and Final EIR for the Project or any other future actions taken with regard to the Project.

Thank you for your attention to this matter. Please do not hesitate to contact us should you have any questions. Please place this letter in the record of proceedings for this Project.

Sincerely,

Alaura McGuire
Christina Caro

ARM:acp

7523-004acp

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You don't often get email from steven.goodale@gmail.com. Learn why this is important

Hello Mr. de Melo,

Please see this forwarded email (below) submitted to cdev@belmont.gov regarding the flood risks associated with the proposed 1301 Shoreway development.

We welcome further discussion on this matter.

---------- Forwarded message ---------
From: **Steven Goodale** <steven.goodale@gmail.com>
Date: Fri, Nov 22, 2024 at 11:59 PM
Subject: 1301 Shoreway Proposal
To: <cdev@belmont.gov>, Steve & Nina Goodale <steveninagoodale@comcast.net>

Nov 22, 2024

Dear Belmont Community Development Department,

We are writing to express grave concerns regarding the proposed biolabs campus development at 1301 Shoreway Road. This project poses significant environmental and safety risks due to its proximity to critical waterways and its high susceptibility to flooding, both current and projected. 6-1

Site Vulnerability and Current Conditions:

The proposed site is adjacent to the Belmont Slough and estuary, which connects directly to the San Francisco Bay and interfaces with approximately one-third of the total site area. The Belmont Creek, serving Belmont, San Carlos, and parts of San Mateo, flows into this estuary. Currently, the site's sump pumps discharge runoff directly into the estuary at coordinates 37°31'32.5"N 122°15'56.2"W, with the outflow pipe positioned low on the bay side of the existing levee - an area already subject to inundation during extreme high tides. 6-2

Historical data shows that during extreme high tides, occurring multiple times annually, bay waters inundate the slough, estuary and creek, extending upstream into Belmont. Stage gauge markers on the box culvert beneath Industrial Boulevard, over a quarter-mile upstream, have recorded tidal waters reaching within one foot of the channel bottom.

Watershed Capacity and Flood Risks:

The Belmont Creek Watershed Management Plan (August 2019) indicates: 6-3

- The watershed serves approximately 1,900 acres
- It has a capacity of about 630 cubic feet per second (cfs), with a 10% annual chance of occurrence
- A 50-year, 3-hour storm (2% annual chance) would generate approximately 857 cfs

- Conservative estimates for a 100-year, 3-hour storm range from 942.7 to 1285.5 cfs

Projected Sea Level Rise and Its Implications:

6-4

According to NOAA data and projections:

1. The creek near the site is currently at Mean Higher High Water level.
2. With 1 foot of sea-level rise (SLR), the creek will approach the tops of its banks.
3. At 2 feet of SLR, it will reach the bank tops and can cause flooding across Highway 101.
4. At 3 feet of SLR, the proposed site will be flooded - notably, it is the only building along that stretch of Shoreline to experience such inundation at this level.

The Ocean Protection Council's 2024 report projects:

6-5

- Sea-level rise between 0.5 – 1.2 feet by 2050

- 1.0 – 6.6 feet by 2100

- 1.3 – 11.9 feet by 2150

- A statewide average of 0.8 feet rise is most likely by 2050

The report also predicts a rapid increase in storms, high tides, and El Niño events starting in the 2030s, potentially resulting in significant storm events.

Critical Concerns:

6-6

The proposed development fails to adequately address these severe flooding hazards.

1. During extreme high tides, water from the site cannot be pumped into the estuary.
2. Waters from the watershed's terminal point will inevitably collide and rise with bay waters.
3. The project lacks comprehensive flood mitigation strategies for both current and future scenarios.
4. Regardless of SLR, the perfect storm of an extreme high tide combined with a significant atmospheric river event could cause heavy flooding of the site in the near future.

Conclusion and Request:

6-7

The absence of proper flood preparedness in this development proposal is deeply troubling. We strongly urge the city to:

1. Re-evaluate this project's feasibility, given its proximity to the Belmont Creek and estuary.
2. Consider the long-term environmental and safety implications of proceeding with development 1000's of feet of biolabs in this flood-prone area.
3. Require comprehensive flood mitigation strategies that address both current risks and future projections.

The safety of our community and the integrity of our local ecosystem depend on careful consideration of these factors. We look forward to your thorough review and response to these critical concerns.

Sincerely,

Steven and Nina Goodale

Local Residents

Outlook

Fw: [Belmont Project] 1301 Shoreway

From Berg, Mia <Mia.Berg@kimley-horn.com>
Date Sun 7/6/2025 9:29 PM
To Berg, Mia <Mia.Berg@kimley-horn.com>

From: **Summer Bundy** <sbundy@oneshoreline.org>

Date: Tue, Mar 25, 2025 at 1:10 PM
Subject: RE: [Belmont Project] 1301 Shoreway

Hi Chris and team,

Thank you for the opportunity to review the 1301 Shoreline Road project and thank you for your patience in hearing back from our small team. We were pleased to see several sea level resilience considerations incorporated into the project. For example:

- The inclusion of the publicly accessible shoreline is consistent with OneShoreline's Planning Policy Guidance (PPG).
- Assuming the accuracy of the BCDC jurisdictional band, the building edge is greater than 35' outside of the BCDC 100' band, which exceeds our PPG.
- The inclusion of adaptation strategies accounting for higher sea level rise scenarios provides adaptive capacity to increase the useful life and resilience of the proposed redevelopment beyond its initial construction.

We have several comments on the analysis and project concepts, for the project team's consideration:

General:

- Consider incorporating OneShoreline's PPG into the DEIR local setting, consistent with BCDC's comment. 7-1
- Consider review of OneShoreline's PPG to identify additional applicable resilience measures. 7-1
- Project maps/diagrams and DEIR text should be updated in consideration of BCDC's comments, including possible project revisions needed to reflect the BCDC jurisdictional boundary. 7-2
- The Draft EIR text on sea level rise should be updated to reflect the OPC 2024 guidance, Senate Bill 272, and the Bay Conservation and Development Commission's Regional Shoreline Adaptation Plan. 7-3
- Senate Bill 272 and the recently adopted BCDC Regional Shoreline Adaptation Plan require Belmont to develop a subregional adaptation plan. The RSAP Minimum Standards require that the City consider the 2100 scenario of 6.6' SLR plus 100-year storm surge. This scenario is not evaluated by the applicant's sea level rise assessment report. Additional adaptation strategy information to inform the City's RSAP Element D, such as adaptation pathways to the 6.6' scenario, will be required for the City's RSAP. We note that this information will also be informative to the upcoming Redwood Shorelines Levee project. 7-4

- OneShoreline did not see that a drainage/hydrology analysis was provided as part of the DEIR document set, though a BKF report is referred to in the DEIR. We suggest that the project evaluate site drainage in consideration of climate change (SLR and changes in extreme precipitation), drainage needs of the watershed, the existing and projected shallow groundwater conditions, and other City requirements. We suggest considering increased tailwater effects from sea level rise, the need to drain across the elevated shoreline for initial and adapted condition, and changes in rainfall with climate change. (See also BCDC Comments 2, 3, and 4). We are also interested in understanding the freeboard in the Slough with the proposed shoreline designs. 7-5
- OneShoreline agrees with BCDC's comments related to monitoring of rising groundwater and possible infeasibility of onsite LID drainage requiring percolation. 7-6
- The language in the sea level rise assessment report should be tightened up to be clear about scenarios and timeframes of projected overtopping/flooding. The project's resilience is presented in terms of the ***current*** 100-year extreme tide elevation and future projections. With the current verbiage, a layperson could misunderstand the level of conservatism/resilience. We have provided markups where we noticed this (e.g., 3.1.1). We suggest that this language be revised to present flood risks relative to the SLR projections, not today's conditions. This will provide a more accurate depiction of the project's flood risk for laypeople. 7-7
- The sea level rise assessment report language such as "could not arise" and "would not occur" should be reviewed carefully and framed in the context of the SLR scenarios and engineering standards of care. We suggest that the language "is not projected" is a more careful framing.

Base Flood Elevation:

- The building site is to be elevated a proposed 2' to address the city's requirement to establish development sites 2' above the Federal Emergency Management Agency (FEMA) base flood elevation. The building finish grade is 0.55 inches above the *current* 100-year elevation of 10.45'. This elevation removes the building's first floor from today's FEMA floodplain but is not protective against unmitigated sea level rise. OneShoreline's Planning Policy Guidance recommends, "For all properties within the Sea Level Rise Overlay District, the Lowest Floor elevation shall be the Base Flood Elevation (BFE) on the FEMA Flood Insurance Rate Map in effect at the time of the Application Date, plus at least 3 feet (Sea Level Rise Base Flood Elevation or SLR-BFE)". Note that the guidance also includes consideration for building heights for projects incorporating this BFE recommendation. 7-8
- Note that overtopping the project's initial 12.5' shoreline will flood the building (BFE =12'). This residual risk should be better described for the initial construction and the adapted condition. 7-9
- The sea level rise assessment report did not evaluate the residual risks of flooding sensitive, critical equipment sited at ground level. Consider siting sensitive, critical equipment at higher elevations. 7-10

Bay Trail and Shoreline Protection Design:

- The project proposes an initial intervention (12' top of trail) and a second intervention (18' top of trail with use of parking area for adaptation). We recommend that approvals include conditions defining the triggers and obligations for the second intervention, leaving sufficient time for permitting, design, and construction. 7-11
- The sea level rise risk assessment presented in Section 3.1 presumes that only flooding pathway is overtopping associated with the applicant's reach of the Slough. Without adaptation of adjacent shoreline areas, the proposed project is not protected to the extent described in Section 3.1 due to overtopping and outflanking vulnerabilities from other shoreline reaches. 7-12
- The applicant and/or City should consider additional resilience measures and/or conditions if adjacent areas are not elevated. 7-13

- Please see PPG XX.XX.050, development standards, for recommendations related to shoreline infrastructure. 7-14
- The project description states that the eastern edge is considered the Bay Trail. The provided 8' trail does not appear to conform to Bay Trail Design Guidelines, which call for a 12' shared-use trail and two 3' shoulders. The applicant should consult with appropriate agencies regarding the design of the Bay Trail. 7-15
- The provided drawings do not detail the waterside of the shoreline. Consider incorporating natural infrastructure into the shoreline protection, including opportunities for tidal marshes etc. into the shoreline protection design. Where nature-based measures are included as part of the project design or mitigation, conditions related to maintenance and monitoring should be included. 7-16
- Will the shoreline interventions result in a FEMA accredited levee? 7-17
- The applicant should detail how drainage into the Slough at the end of the paved portion of Sem Lane will be altered. We understand that there is an existing outfall at that location. What changes will the project make to that outfall? 7-18

Maintenance of Slough:

- Requirements/responsibilities for permitted maintenance of the Slough should be defined. 7-19
- Maintenance access needs and easements should be defined.

Thank you again for the opportunity to review. We are available to answer questions.

Summer Bundy, ENV SP (she/her)
Director of Projects
San Mateo County Flood & Sea Level Rise Resiliency District (OneShoreline)
1700 S. El Camino Real, Suite 502 | San Mateo, CA 94402

sbundy@oneshoreline.org
m 650-294-0752

OneShoreline.org

OneShoreline
Building Solutions for a Changing Climate

Appendix B: Minutes of November 4th, 2024 Public Hearing at Planning Commission

MINUTES OF PLANNING COMMISSION SPECIAL MEETING
City Council Chambers, City Hall, One Twin Pines Lane, Belmont, California

MONDAY, NOVEMBER 4, 2024
CALL TO ORDER: 7:00 PM

1. ROLL CALL 7:00 P.M.
Planning Commission members present: Kulich, Adamkewicz, Gurevich, Majeski
Commission members absent: Meier, Twigg, Kramer
Staff Present: Assistant City Manager Kathy Kleinbaum, Community Development Director Carlos de Melo, Assistant Planner Jeremy Ruiz, Administrative Assistant Courtney Brown

2. PLEDGE OF ALLEGIANCE
Led by Chair Kulich.

3. COMMUNITY FORUM
Chair Kulich opened the Community Forum.
No in-house speakers, Zoom attendants, or email inquiries related to this portion of the agenda.
Chair Kulich closed the Community Forum.

4. COMMISSIONER ANNOUNCEMENTS AND AGENDA AMENDMENTS
Chair Kulich confirmed no commissioner announcements or agenda amendments.

5. CONSENT BUSINESS
Minutes as presented for September 17, 2024 and October 1, 2024 were tabled for a future meeting. The Commission did not reach quorum for these items.

6. STUDY SESSION
Chair Kulich confirmed no study session items.

7. PUBLIC HEARINGS
7A. 3248 Lori Drive - Single-Family Design Review
Chair Kulich confirms there are no ex-parte communications.
Assistant Planner Ruiz presented the staff report for a 595 square foot upper floor addition to the existing single-family residence. The project would bring the total net square footage of the residence to 3,075 square feet, where the maximum building size permitted for this site is 3,500 square feet.

Commissioner Questions and Comments
Applicant made a brief statement. Chair Kulich opens the Public Hearing. A member of the public spoke on collapsing retaining walls. Chair Kulich closed the Public Hearing.
Commissioners discussed neighbors connecting with the project manager and the moratorium on grading/construction during the rainy season.

COMMISSION DISCUSSION AND DELIBERATION
Commissioners made the findings in the affirmative.

ACTION: On a motion by Commissioner Adamkewicz, seconded by Commissioner Majeski to approve 3248 Lori Drive (Single-Family Design Review)
Motion Passes 4-0-3 (4 Ayes, 0 Noes, 3 Absent)

7B. 23 Somerset Court - Conditional Use Permit & Single-Family Design Review
Chair Kulich confirms there are no ex-parte communications.
Assistant Planner Ruiz presented the staff report to amend the Hallmark West Detailed Development Plan for a 423 square foot ground floor addition to the existing single-family residence. The new additions will bring the Gross Floor Area for the residence to 3,491 square feet, where 7,697 square feet is permitted.

Commissioner Questions and Comments
Applicant made a brief statement. Chair Kulich opens the Public Hearing. No members of the public commented on this item. Chair Kulich closed the Public Hearing.
Commissioners discussed the Accessory Dwelling Unit (ADU) floor area for the subject property.

COMMISSION DISCUSSION AND DELIBERATION
Commissioners made the findings in the affirmative.
ACTION: On a motion by Commissioner Majeski, seconded by Commissioner Majeski to approve 23 Somerset Court (Conditional Use Permit & Single-Family Design Review)
Motion Passes 4-0-3 (4 Ayes, 0 Noes, 3 Absent)

7C. 1301 Shoreway Road - Draft Environmental Impact Report (DEIR**)**
Director de Melo, Chris Dacumos from Good City Company, and Tad Stearn from Kimley-Horn presented a report on the Draft Environmental Impact Report (DEIR) for the 1301 Shoreway Project as an update to the Commissioners and members of the public.

COMMISSION DISCUSSION
Commissioners discussed Transportation Demand Management (TDM) standards and approval process, as well as sound mitigation for the proposed builders as related to surrounding properties and Highway 101.
Chair Kulich opens the Public Hearing.
A representative from Carpenter's Union 217 spoke on the large opportunity this project provides to local construction workers in Belmont and the greater San Mateo county.
A representative from Carpenter's Union 104 spoke on community benefits and the impacts this project will have on both Belmont residents and construction workers.
Chair Kulich closed the Public Hearing.

8. OTHER BUSINESS AND UPDATES

9. ADJOURNMENT 8:05 PM

Submitted by:
Courtney Brown, Administrative Assistant

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BELMONT REZONING PROPERTY 1301 SHOREWAY ROAD TO PLANNED UNIT DEVELOPMENT, ADOPTING THE CONCEPTUAL DEVELOPMENT PLAN, AND APPROVING A DEVELOPMENT AGREEMENT FOR THE 1301 SHOREWAY ROAD COMMERCIAL DEVELOPMENT PROJECT

WHEREAS, 1 Shoreway Owner LLC ("Property Owner") owns the property located at 1301 Shoreway Road in the City of Belmont (Assessor's Parcel Number 040-371-110) and has applied for entitlements to redevelop the property, including approval of a Development Agreement, zone change to Planned Unit Development (PD) and a conceptual development plan, to replace an existing office building and construct approximately 542,100 square feet of Class A buildings for office, research and development or life science/laboratory uses in two new buildings, one that will be eight stories tall and the other seven stories tall, a parking garage and surface parking with approximately 1,626 spaces, related site and landscaping improvements, and improvements to the adjacent Belmont Creek trail; and,

WHEREAS, Government Code Sections 65864 et seq. authorize the City of Belmont to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and,

WHEREAS, the City of Belmont has enacted Section 28 of the Belmont Zoning ordinance to govern the processing of development agreements by the City; and,

WHEREAS, to ensure that the intent of the City and Property Owner with respect to the approvals for the project entitlements is carried out, the parties desire voluntarily to enter into the Development Agreement, attached hereto as Exhibit C, to facilitate development of the project subject to the conditions and requirements included in the Development Agreement; and

WHEREAS, on January 26, 2026, the Planning Commission held a duly noticed public hearing to consider public testimony and a staff report for the project, and rendered a recommendation as to whether the development agreement, the rezoning and the conceptual development plan were consistent with City's general plan, any applicable specific plan, and any zoning or land use regulations applicable to the property and whether the Council should approve the requested entitlements; and,

WHEREAS, on February 24, 2026, the City Council held a duly noticed public hearing to consider the Planning Commission's recommendations and receive public testimony and a staff report on the requested entitlements for the project, including the development agreement, rezoning and conceptual development plan; and,

WHEREAS, the City Council did hear and use their independent judgment and considered all reports, recommendations, public input and testimony.

WHEREAS, Council certified a Final Environmental Impact Report (FEIR) for the project (SCH Number 2024060880), made required findings under the California Environmental Quality Act (CEQA), and adopted a Mitigation Monitoring and Reporting Program (MMRP).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELMONT DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS AND FINDINGS

(a) The recitals above are true and correct.

(b) After reviewing all the relevant evidence before the City Council, including the information provided in the staff reports and enclosures to the Planning Commission and City Council, the public hearings and testimony received, the City Council incorporates herein by reference the staff report to the City Council dated February 24, 2026, and the findings analysis in **Exhibit D** to this ordinance entitled "Findings and General Plan Consistency" related to the project.

SECTION 2. REZONING AND CONCEPTUAL DEVELOPMENT PLAN

(a) The Council adopts the analysis and findings in Exhibit D as part of its own findings of fact required by Belmont Zoning Ordinance Sections 16.1.2(d)(2) and 12.3.B for the rezoning and conceptual development plan and finds that the project satisfies the requirements of those sections.

(b) Based on the evidence before the City Council, the City Council finds the proposed the rezoning and conceptual development plan are consistent with the general plan, any applicable specific plan, and any zoning or land use regulations applicable to the property, and that the rezoning and conceptual development plan are consistent with the FEIR approved for the project.

(c) The application to rezone 1301 Shoreway Road to Planned Unit Development and the proposed conceptual development plan shown on **Exhibit B** to this ordinance entitled "Conceptual Development Plan (CPD)" are approved based on the findings set forth herein and subject to the Conditions of Approval for the project adopted by the City Council at its _____, 2026 meeting.

(d) The Zoning Map of the City is amended by rezoning the property commonly known as 1301 Shoreway Road, Accessor Parcel Number 040-371-110, as shown on **Exhibit A** to this ordinance entitled "Belmont Zoning Map Amendment", from Regional Commercial to Planned Unit Development.

SECTION 3. DEVELOPMENT AGREEMENT

(a) The Council finds that the provisions of the Development Agreement are consistent with the City's General Plan, and the zoning and other land use regulations applicable to the Property and consistent with the FEIR approved for the project.

(b) The Development Agreement for the project, attached hereto as **Exhibit C**, is approved. The Council authorizes the City Manager to execute the Development Agreement on behalf of the City. The City Manager may fill in any blanks in the text of the Agreement.

(c) No later than 10 days after the Development Agreement is effective and has been executed by all parties, the City Clerk is to record a copy of the Development Agreement with the San Mateo County Recorder, as required by Government Code Section 65868.5.

SECTION 4. EFFECTIVE DATE

This Ordinance takes effect 30 days after its adoption.

* * *

The City Council of the City of Belmont, California introduced the foregoing ordinance, on February 24, 2026 and adopted the ordinance at a regular meeting held on **[insert date]** by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest:

City Clerk

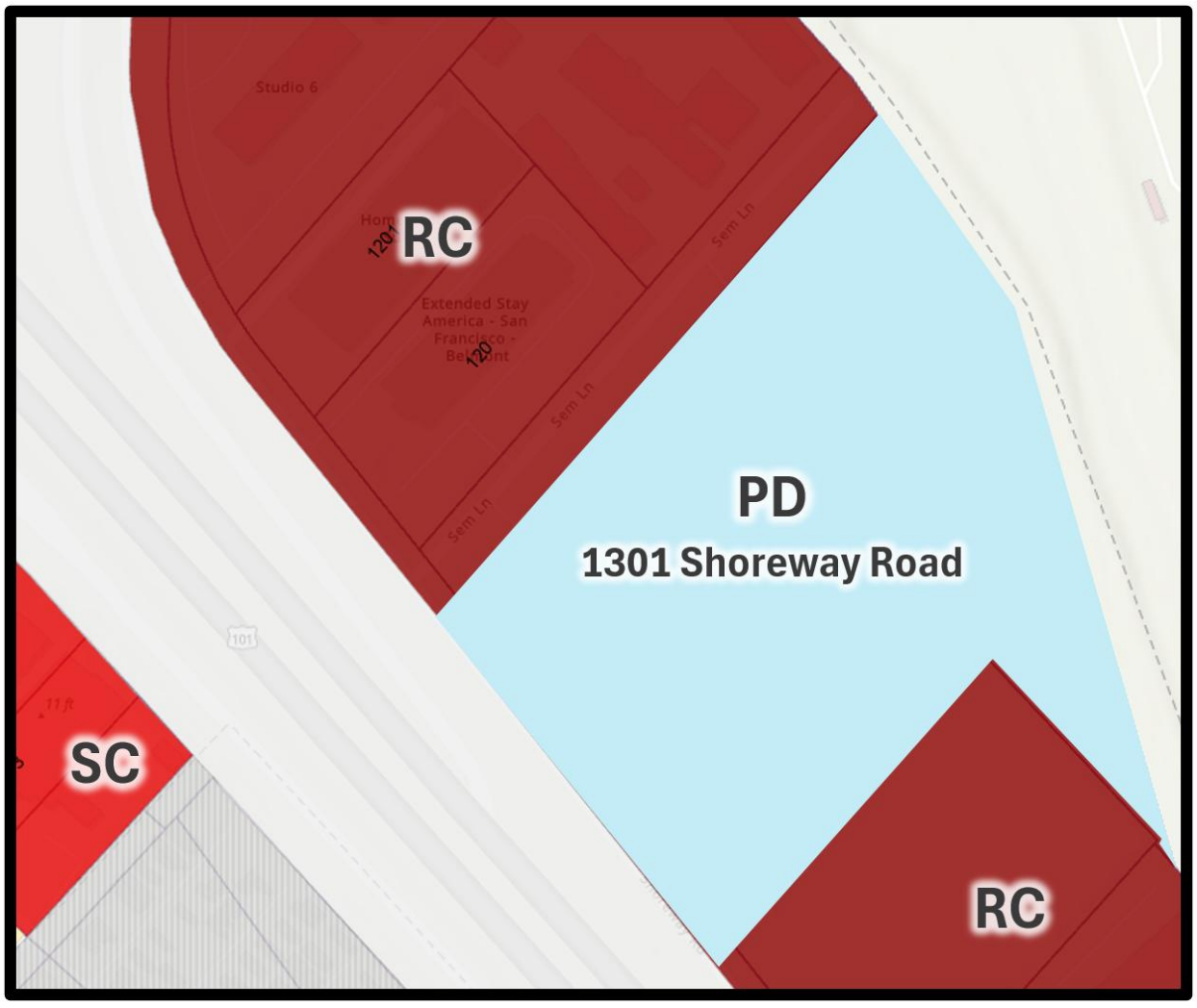
Mayor

Approved As To Form:

City Attorney

Exhibit A

Belmont Zoning Map Amendment



1301 Shoreway Road (APN 040-371-110)

Previous Zoning: Regional Commercial – RC District

New Zoning: Planned Unit Development (PD) District

Exhibit B

Conceptual Development Plan (CDP)
Office and/or Life Science Project
1301 Shoreway Road
(APN: 040-371-110)

The following standards comprise the Conceptual Development Plan (CDP) for the Commercial Development ("Project") at 1301 Shoreway Road:

1. Permitted Uses –The following uses shall be permitted on all floors within the 1301 Shoreway Planned Development (PD) District:
    a. Animal sales and services, including animal clinics and grooming, and animal retail sales (pet shops).
    b. Banks and retail financial institutions.
    c. Business and professional offices.
    d. Business services.
    e. Government Buildings.
    f. Instructional services.
    g. Life Science.
    h. Maintenance and repair services.
    i. Nursery and garden center.
    j. Restaurants with indoor or outdoor seating.
    k. Research and Development.
    l. Retail stores engaged in the selling of retail products and services, including but not limited to art, appliance, auto accessories, hardware and variety stores, bakeries, food and drug stores, and tailor shops.
    m. Personal services.

    In addition to these named uses, all the uses permitted within the Regional Commercial or RC District, as may be amended by the City of Belmont, shall be permitted.

2. Conditional Uses – The following uses are allowed with a conditional use permit
    a. Automobile rental agency
    b. Auto/vehicle sales and services, including dealers and new and used car sales lots, automobile repair services, service stations and electric vehicle charging facilities, and vehicle washing.
    c. Commercial amusement, entertainment, and health club enterprises, including cinemas, indoor theaters, ice rinks, and related facilities, which may be publicly- or privately-owned.
    d. Communication facilities, including antennas and transmission towers equipment within buildings.
    e. Day care centers.

f. Health clinics.
g. Hotels and motels.
h. Non-traditional financial institutions, including check-cashing facilities, payday lenders, and pawn brokers.
i. Recycling collection facilities.
j. Restaurants that sell predominantly take-out meals or provide drive-in or drive-through service.
k. Utilities.

In addition to these named uses, all the uses conditional uses within the Regional Commercial or RC District, as may be amended by the City of Belmont, shall be allowed through conditional use permit.

3. The design standards for the PD zone shall be the following:
4.

Criteria	Planned Development
Height to Parapet	135' to the top of the parapet
Maximum Height	The maximum height of any structure or architectural element as allowed by the Federal Aviation Administration
FAR Commercial Building	1.8
FAR Parking Structure	1.5
Landscaping	10% of property
Maximum Driveway Width	26'
Minimum setback	0'
Vehicular Parking	3 spaces per 1,000 square feet of gross floor area
Short Term Bicycle Parking	Short-term bicycle parking spaces as required by the approved Transportation Demand Management (TDM) plan.
Long Term Bicycle Parking	Short-term bicycle parking spaces as required by the approved Transportation Demand Management (TDM) plan.
Internal Connections	A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas or pedestrian amenities.
To Neighbors	Direct and convenient access shall be provided from commercial and mixed-use projects to adjoining residential and commercial areas to the maximum extent feasible while still providing for safety and security.

Criteria	Planned Development
Interior Pedestrian Walkway Design	(A) Walkways shall have a minimum unobstructed width of five feet and shall be hard-surfaced. (B) Where a required walkway crosses driveways, parking areas, or loading areas, it must be clearly identifiable through the use of a raised crosswalk, a different paving material, or similar method. (C) Where a required walkway is parallel and adjacent to an auto travel lane, it must be raised or separated from the auto travel lane by a raised curb at least four inches high, bollards, or other physical barrier. If there is inconsistency between this standard and the California Building Code, the more restrictive standard or requirement shall apply.
Other Design Standards	Other Design Standards not included here shall be governed by the Belmont Zoning Code.

5. Signage. The applicant shall apply for a Master Sign Program and receive approval from the Planning Commission prior to installation of any signage for the project. After approval by the Planning Commission, deviations, including orientation and size, that do not increase the overall square footage by 10 percent may be approved by the Director of Community Development or their designee.
    a. Any sign located on a roof or having its major structural supports attached to a roof is prohibited.
    b. Wayfinding and informational signage as required by the Bay Conservation and Development Commission for the Belmont Creek Trail shall not be calculated towards the overall signage square footage.

6. Minor deviations of up to 10% of numeric standards from the Conceptual Development Plan or Detailed Development Plan may be approved administratively by the Director of Community Development or their designee.

Exhibit C

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Belmont
City Clerk's Office
One Twin Pines Lane
Belmont, California 94002

Exempt from Recording Fee
Government Code Section 27383

(Space Above For Recorder's Use)

DEVELOPMENT AGREEMENT

By and Between

THE CITY OF BELMONT

and

1 Shoreway Owner, LLC

Related to the
Development of 1301 Shoreway

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into on the _____ day of _____, 2026, by and between the CITY OF BELMONT, a municipal corporation ("City"), and 1 Shoreway Owner, LLC, a Delaware limited liability company ("Land Owner"), under the authority of Sections 65864 – 65869.5 of the California Government Code and Section 28 of the Belmont Zoning Ordinance. The City and the Land Owner are, from time to time, individually referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 – 65869.5 (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in real property to enter into a development agreement and, among other things, establish certain development rights in property which is the subject of a development project application. The City Council of the City of Belmont (the "City Council") adopted Section 28 of the Belmont Zoning Ordinance to govern the processing of development agreements by the City.

B. Land Owner is the fee owner of the real property located within the City of Belmont, County of San Mateo, State of California, as further described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

C. Land Owner has applied for entitlements to redevelop an existing office building to construct approximately 542,100 square feet of Class A buildings for office, research and development and/or life science/laboratory uses in two new buildings, one that will be eight stories tall and the other seven stories tall, a parking garage and surface parking with approximately 1,626 spaces, related site and landscaping improvements, and improvements to the adjacent Belmont Creek trail, as may be modified in the City Approvals defined in Recital D below (the "Project").

D. The following approvals, entitlements, and findings were adopted by the City with respect to the Project after duly and properly noticed public hearings:

i. On _____, the City Council determined that the Project is consistent with the EIR approved by Resolution No. ____.

ii. On _____, the City Council, adopted Ordinance No. _____, rezoning the Property to Planned Unit Development District and approved an associated Conceptual Development Plan, Detailed Development Plan, Design Review, Tree Removal Permit, and Master Sign Program for the property by Resolution No. ____.

iii. On _____, the City Council adopted Ordinance No. ___ approving this Agreement as more fully set forth below.

The City actions identified above are collectively the "City Approvals."

E. The development of the Project may require future discretionary approvals and will require ministerial approvals from the City, potentially including, but not limited to, encroachment permits, demolition permits, grading permits, building permits, and certificates of occupancy ("Subsequent Approvals"). "Subsequent Approvals" also include any review required by the California Environmental Quality Act ("CEQA"), including implementation of all mitigation measures, Mitigation Monitoring and Reporting Programs, and conditions adopted as part of the City Approvals.

F. To ensure that the intent of the City and Land Owner with respect to the City Approvals is carried out, the Parties desire voluntarily to enter into this Agreement to facilitate development of the Project subject to the conditions and requirements included in this Agreement.

G. The Planning Commission reviewed this Agreement at a public hearing held on January 20, 2026 and as part of its recommendation to the City Council determined that this Agreement is consistent with the City's general plan, any applicable specific plan, and any zoning or land use regulations applicable to the Property.

H. The City Council reviewed this Agreement at a public hearing held on _____ and found that the provisions of this Agreement are consistent with the City's general plan and any applicable specific plan and are consistent with the zoning and other land use regulations applicable to the property, as well as the Development Agreement Statute, and, therefore, approved this Agreement by Ordinance No. _____, introduced on and adopted on _____ (the "Adoption Date"). Ordinance No. ____ (the "Enacting Ordinance") will become effective on (the "Effective Date").

NOW, THEREFORE, with reference to the foregoing Recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Land Owner agree as follows:

AGREEMENT

The introductory paragraph, the Recitals, and all defined terms set forth therein are hereby incorporated into this Agreement as if hereinafter fully and completely rewritten.

ARTICLE I
DEFINITIONS

1.1 Definitions.

The following defined terms are used in this Agreement:

1.1.1 "Adoption Date" is defined in Recital H.

1.1.2 "Agreement" is defined in the first paragraph, page 1.

1.1.3 "Annual Review Form" is defined in Section 5.2.

1.1.4 "Applicable Law" is defined in Section 3.1.3.

1.1.5 "Assignment" is defined in Section 8.2.1.

1.1.6 "Assignment Agreement" is defined in Section 8.2.2.

1.1.7 "CEQA" is defined in Recital E.

1.1.8 "City" is defined in the first paragraph, page 1 and in Section 2.1.1.

1.1.9 "City Approvals" is defined in Recital D.

1.1.10 "City Council" is defined in Recital A.

1.1.11 "City Law" is defined in Section 3.2.

1.1.12 "Complaining Party" is defined in Section 6.3.

1.1.13 "Declaration of Default" is defined in Section 6.3.

1.1.14 "Default" is defined in Section 6.1.

1.1.15 "Defaulting Party" is defined in Section 6.3.

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

1.1.17 "Effective Date" is defined in Recital H and in Section 2.3.

1.1.18 "Enacting Ordinance" is defined in Recital H.

1.1.19 "Excluded Transfers" is defined in Section 8.4.

1.1.20 "Impact Fees" are defined in Section 3.3.

1.1.21 "Land Owner" is defined in the first paragraph, page 1 and in Section 2.1.2.

1.1.22 "Notice of Default" is defined in Section 6.3.

1.1.23 "Party" and "Parties" are defined in the first paragraph, page 1.

1.1.24 "Project" is defined in Recital C.

1.1.25 "Property" is defined in Recital B.

1.1.26 "Subsequent Approvals" is defined in Recital E.

1.1.27 "Term" is defined in Section 2.5.

1.1.28 "Third Party Challenge" is defined in Section 12.1.

1.1.29 "Transfer" is defined in Section 8.2.1.

1.1.30 "Transferee" is defined in Section 8.2.1.

1.1.31 "Vesting Statutes" is defined in Section 3.12.4.

1.2 Capitalized Terms.

If any capitalized terms contained in this Agreement are not defined above, then any such terms shall have the meaning otherwise ascribed to them in this Agreement.

1.3 Exhibits.

The following Exhibits are attached hereto and incorporated into this Agreement:

Exhibit A: Legal Description

Exhibit B: Annual Review Form

Exhibit C: Form of Assignment and Assumption Agreement

Exhibit D: Form of Determination of Compliance

ARTICLE II
GENERAL PROVISIONS

2.1 Parties.

2.1.1 The City.

(a) The City is a municipal corporation duly organized and validly existing under the laws of the State of California. The office of the City is located at One Twin Pines Lane, Belmont, California 94002. "City," as used in this Agreement, includes the City of Belmont and any assignee or successor to its rights, powers and responsibilities.

(b) The City represents and warrants that, as of the Effective Date of this Agreement:

(i) The execution and delivery of this Agreement and the performance of the obligations of City have been duly authorized by all necessary actions and approvals required for a municipal corporation;

(ii) The City is in good standing and has all necessary powers under the laws of the State of California and in all other respects to enter into and perform the undertakings and obligations of this Agreement; and

(iii) This Agreement is a valid obligation of City enforceable in accordance with its terms.

2.1.2 The Land Owner.

(a) Land Owner is 1 Shoreway Owner, LLC, a limited liability company. For the purposes of this Agreement the Land Owner's office is located at 345 S. San Antonio Rd., Los Altos, CA 94022.

(b) Land Owner represents and warrants that, as of the Effective Date of this Agreement, Land Owner is:

(i) The sole fee owner of the Property;

(ii) Duly organized and validly existing under the laws of the State of California;

(iii) Qualified and authorized to do business in the State of California and has duly complied with all requirements pertaining thereto; and

(iv) In good standing and has all necessary powers under the laws of the State of California to own property and in all other respects enter into and perform the undertakings and obligations of this Agreement.

(c) Land Owner further represents and warrants:

(i) That no approvals or consents of any persons are necessary for the execution, delivery or performance of this Agreement by Land Owner, except as have been obtained;

(ii) That the execution and delivery of this Agreement and the performance of the obligations of Land Owner have been duly authorized by all necessary actions and approvals required under any partnership or other agreement for the limited partnership constituting Land Owner;

(iii) That this Agreement is a legal, valid, and binding obligation of Land Owner enforceable in accordance with its terms;

(iv) That the execution, delivery, and performance of this Agreement by the Land Owner does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (a) the partnership agreements of the Land Owner, (b) any law, rule, or regulation binding upon or applicable to the Land Owner, or (c) any material agreements to which Land Owner is a party;

(v) That, unless otherwise disclosed in writing to the City prior to the date of Council adoption of this Agreement and except for threats of litigation expressed in public hearings relating to the City Approvals, to the Land Owner's actual knowledge, there is no existing or pending or threatened litigation, suit, action, or proceeding before any court or administrative agency affecting the Land Owner or the Property that would, if adversely determined, materially and adversely affect the Land Owner's ability to perform its obligations under this Agreement or to develop and operate the Project; and

(vi) That Land Owner or any person or entity owning or operating the Property, has duly obtained and maintained, or will duly obtain and maintain, all licenses, permits, consents, and approvals required by all applicable governmental authorities to develop, sell, lease, own, and operate the Project on the Property.

2.1.3 Relationship of City and Land Owner.

The Parties specifically acknowledge that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Land Owner and that the Land Owner is an independent contracting entity and not an agent or partner of City. The Parties further acknowledge that neither Party is acting as the agent of the 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 business of Land Owner, the affairs of the City, or otherwise. City and Land Owner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Land Owner joint venturers or partners.

This Agreement does not require the Land Owner or Land Owner's contractors to pay prevailing wages if the Project is not a "public work" apart from any potentially applicable State Labor Code requirements and implementing regulations of the Department of Industrial Relations pertaining to "public works" (collectively, "Prevailing Wage Laws"). The Parties agree and acknowledge that the City makes no representation as to the applicability of Prevailing Wage Laws to the Project, and it is the Land Owner's sole responsibility to determine which, if any, Prevailing Wage Laws apply.

2.2 Description of Property.

The Property which is the subject of this Agreement is described in Exhibit A attached hereto.

2.3 Effective Date.

This Agreement shall become effective upon the effective date of the Enacting Ordinance approving this Agreement (the "Effective Date"), as set forth in Recital H of this Agreement.

2.4 Execution and Recording.

The Land Owner has executed and acknowledged this Agreement. Not later than ten (10) days after the Adoption Date, the City shall execute and acknowledge this Agreement. Not later than ten (10) days after the Effective Date, the City Clerk shall cause recordation of this Agreement with the San Mateo County Recorder against the Property, provided that a referendum applicable to the Enacting Ordinance has not been timely submitted to the City.

2.5 Term.

The term of this Agreement shall commence upon the Effective Date and continue for a period of seven (7) years from the Effective Date (the "Term"), unless the Term is terminated, modified, or extended by the terms of this Agreement. Land Owner may, in its sole discretion exercise up to three (3) one-year extensions of the Term (a "Term Extension") upon payment of Fifty Thousand Dollars ($50,000) at the time of exercising such extension, which payment(s) shall apply towards the Extension Contribution, as more particularly set forth in Section 3.12.2(a). In no event shall the combined Term and Term Extensions exceed ten (10) years.

2.6 Force Majeure.

2.6.1 Performance by either Party shall not be deemed to be in Default, and the Term shall be extended, where delays are due to: (a) natural disasters that are not caused by, are outside the reasonable control of, and at the time of entering into this Agreement are not known to and cannot be anticipated by the Land Owner, including without limitation floods, earthquakes, and fires; (b) a fire or flood during construction after issuance of a building permit, whether or not the result of a natural disaster, a third party, or negligence by Land Owner or Land Owner's employee, agent or contractor (but not intentional acts or gross misconduct of the Land Owner); and (c) third-party litigation challenging this Agreement, the City Approvals, or the Subsequent Approvals, which delays any activity contemplated herein.

2.6.2 An extension of time for any such cause shall be for the period of the enforced delay, shall commence to run from the time of commencement of the cause, and will be deemed granted if notice by the Party claiming such extension and demonstrating that the delay is caused by an event of Force Majeure, is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) days of receipt of the notice. In the event the other Party rejects such notice, the Parties shall meet and confer in good faith for a period of at least 30 calendar days. In no event shall the cumulative period of enforced delay under this Section 2.6 exceed one (1) year.

2.7 Provisions Required by Statute.

The Development Agreement Statute provides, among other things, that a development agreement shall specify the following:

2.7.1 Duration of the Agreement. See Section 2.5 of this Agreement.

2.7.2 Permitted Uses of the Property. See Section 3.1.2 of this Agreement.

2.7.3 Density or Intensity of Uses. See Section 3.1.2 of this Agreement and the City Approvals.

2.7.4 Maximum Height and Size of Proposed Buildings. See Section 3.1.2 of this Agreement and the City Approvals.

2.7.5 Reservation or Dedication of Land for Public Purposes. See Section 3.1.2 of this Agreement and the City Approvals.

2.7.6 Periodic Review at Least Annually. See Article V of this Agreement.

ARTICLE III
DEVELOPMENT OF THE PROPERTY

3.1 Use of the Property and Applicable Law.

3.1.1 Subject to Agreement.

The Property is hereby made subject to the provisions of this Agreement. All development of, or on, the Property, or any portion thereof, shall be undertaken only in compliance with the provisions of this Agreement and with Applicable Law.

3.1.2 Permitted Uses.

The permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes shall be governed by Applicable Law.

3.1.3 Applicable Law.

"Applicable Law" includes the City Approvals, this Agreement, the Subsequent Approvals when approved by the City, and those City ordinances, resolutions, rules, regulations, standards, policies, conditions, and specifications applicable to the Property in effect on the Effective Date, except as otherwise provided in Sections 3.3, 3.5, 3.6, 3.8, and 3.12.

3.2 No Conflicting Enactments.

Except as and to the extent required by state or federal law, and subject to the provisions of this Agreement and Sections 3.3, 3.5, 3.6, 3.8, and 3.12 below, the City shall not impose on the Property any plan, ordinance, resolution, rule, regulation, standard, policy, condition, or specification, including by initiative (each individually, a "City Law"), that has any of the following effects on the rights provided by Applicable Law:

3.2.1 Changes any land use designation or permitted use of the Property from that shown in Applicable Law;

3.2.2 Limits or controls the rate, timing, phasing or sequencing of the approval, development, or construction of all or any part of the Property except as set forth in Applicable Law; or

3.2.3 Limits or restricts any right specifically granted by the City Approvals, including but not limited to permitted uses and density and intensity of use and maximum height and size of buildings; or

3.2.4 Imposes any requirements for reservation or dedication of land for public purposes except as set forth in Applicable Law.

3.3 Impact Fees.

Land Owner shall pay when due all Impact Fees at the rate in effect on the Effective Date, with an annual adjustment based on the Consumer Price Index for All Urban Consumers for San Francisco-Oakland-San Jose, California and shall not be required to pay any Impact Fee that is effective or enacted after the Effective Date, provided that Land Owner does not request any changes in the City Approvals increasing the use, density, or intensity of development. "Impact Fees" are 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 Project, and only includes Park Impact fees, Affordable Housing mitigation fees, Traffic Impact fees, and Public Art Investment In-Lieu fees, which shall be paid upon issuance of building permit(s). For purposes of this Agreement, and in accordance with Recital E, a ”building permit” does not include a demolition permit nor a grading permit.

3.4 Timing of Development.

Land Owner has no obligation to develop or to construct the Project. The timing, sequencing, and phasing of the Project is solely the responsibility of Land Owner in the exercise of its business judgment so long as it is consistent with Applicable Law. In particular, the Parties desire to avoid the result of *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, where the failure of the parties therein to consider and expressly provide for the timing of the development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement. The Parties therefore acknowledge that Land Owner shall have the right to develop the Project at such time as Land Owner deems appropriate in the exercise of its business judgment so long as such development is consistent with Applicable Law.

3.5 Reservations of Authority.

Notwithstanding any other provision of this Agreement, and notwithstanding the provisions of Section 3.2, at the time Subsequent Approvals are applied for, the following regulations and provisions shall apply to those Subsequent Approvals:

3.5.1 Processing fees and processing charges of every kind and nature imposed by the City, including application, inspection, and monitoring fees, which are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for.

3.5.2 All taxes, assessments, and use charges imposed by the City which are in force and effect within the jurisdiction of the City for a broadly based class of taxpayers, land, or

Subsequent Approvals, as applicable, on which they are imposed; except that Impact Fees shall be imposed as provided in Section 3.3.

3.5.3 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, which are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for.

3.5.4 Regulations governing construction standards and specifications including, without limitation, the California Building Standards Codes and local amendments thereto, city grading regulations, and all other uniform construction codes which are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for.

3.6 Subsequently Enacted Rules and Regulations.

The City may, during the term of this Agreement, apply such newer City Laws that are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for and which are not in conflict with the terms of this Agreement. The City may also modify the Applicable Law to address a specific, adverse impact upon public health or safety that cannot reasonably be addressed by other means.

3.7 Initiatives and Referenda.

3.7.1 If, during the Term of this Agreement, any City Law is enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Property. The Parties, however, acknowledge that the City's approval of this Agreement is a legislative action subject to referendum.

3.7.2 Without limiting the generality of any of the foregoing, no moratorium imposed by the City affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Property during the Term of this Agreement. Land Owner agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a moratorium.

3.7.3 The timing, sequencing, and phasing of development within the Project shall be consistent with those timing, sequencing and phasing provisions specified in this Agreement, the City Approvals, and Applicable Law.

3.7.4 The City shall cooperate with Land Owner and shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect and that no conflicting enactments are imposed on the Property, except as otherwise authorized by this Agreement.

3.8 Compliance with Requirements of Other Governmental Entities.

3.8.1 During the Term, Land Owner, at no cost to City, shall comply with lawful requirements of, and obtain all permits and approvals required by other local, regional, state and federal agencies having jurisdiction over Land Owner's activities in furtherance of this Agreement. Land Owner shall pay all required fees when due to federal, state, regional, or other local governmental agencies other than the City and acknowledges that City does not control the amount of any such fees.

3.8.2 City shall cooperate with Land Owner in Land Owner's effort to obtain permits and approvals from federal, state, regional, and other local governmental agencies, provided that same does not impose any costs on or require the City to incur any costs without compensation or reimbursement, or require the City to amend any of the City's policies, regulations, or ordinances.

3.8.3 As provided in California Government Code Section 65869.5, this Agreement shall not preclude the application to the Property of changes in state or federal laws, regulations, plans, or policies, and the City may enforce changes in local laws, regulations, plans or policies that are specifically mandated by changes in state or federal laws, regulations, plans or policies or required to prevent the City from incurring liabilities or other costs resulting from such changes. In the event changes in the state or federal laws prevent or preclude compliance with one or more provisions of this Agreement, this Agreement shall be modified as may be necessary to comply with such state or federal laws or regulations. The Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified as may be necessary to comply with changes in the law, and City and Land Owner shall agree to such action as may be reasonably required. It is the intent of the Parties that any such modification be limited to that which is necessary and to preserve to the extent possible the original intent of the Parties in entering into this Agreement. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations. Nothing in this Agreement shall preclude the City or Land Owner from contesting by any available means (including administrative or judicial proceedings) the applicability to the Property of any such state or federal laws or regulations.

3.8.4 To the extent that any actions of federal or state agencies (or actions of other governmental agencies, including City, required by federal or state agencies, or actions of City taken in good faith to the extent necessary to prevent the City from incurring liability as a result of failure to comply with actions of federal, state or other governmental agencies) have the effect of preventing, delaying, or modifying development of the Property or any portion thereof, City shall not in any manner be liable for any such prevention, delay, or modification. Such actions include, but are not limited to, flood plain or wetlands or endangered species designations and actions of City or other governmental agencies as a result; the imposition of air quality or transportation measures or sanctions and actions of City or other governmental agencies as a result; or changes to CEQA and actions of City or other governmental agencies as a result. As a condition to being able to proceed with development, Land Owner may be required, at its cost, to participate in such regional or local programs and to be subject to such development restrictions as may be necessary or appropriate by reason of actions of federal, state or other governmental agencies (or action of City taken in order to prevent adverse impacts upon City by actions of federal, state, or other governmental agencies).

3.9 City's Police Power.

The Parties acknowledge this Agreement constitutes a lawful limitation on the City's police power. The Parties further acknowledge and agree that the limitations, reservations, and exceptions contained in this Agreement are intended to reserve to the City that part of its police power which are not otherwise addressed in this Agreement, and this Agreement shall be construed to reserve to the City those parts of its police powers which cannot be restricted by contract. Subject to the limitations specified in this Agreement, the City intends that rules, regulations, official policies, standards and specifications of City applicable to the development of the Project shall be the Applicable Law.

3.10 Subsequent Development Approvals for the Property.

3.10.1 Applications for Subsequent Approvals are anticipated to be submitted to the City by the Land Owner. Applications for Subsequent Approvals shall be processed diligently in good faith by the City and considered in a manner consistent with the rights granted by this Agreement and Applicable Law.

3.10.2 Nothing herein shall limit the ability of the City to require the necessary reports, analyses, or studies to assist in determining whether the requested Subsequent Approval is consistent with Applicable Law and this Agreement. City's review of the Subsequent Approvals shall be consistent with this Agreement, including without limitation Section 3.2 of this Agreement. To the extent that is consistent with CEQA, as determined by the City in its reasonable discretion, City shall utilize the Environmental Impact Report as described in Recital D to review the environmental effects of the Subsequent Approvals.

3.10.3 Notwithstanding the above, as required by Government Code Section 65867.5, any and all tentative maps prepared for a subdivision of the Property shall comply with the provisions of Government Code Section 66473.7, if applicable.

3.11 Life of City Approvals and Subsequent Approvals.

If any City Approval or Subsequent Approval shall expire during the Term of this Agreement, Land Owner shall retain all vested rights contained in this Agreement and shall be entitled to re-approval of the City Approval or Subsequent Approval consistent with Applicable Law for the Term of this Agreement.

3.12 Land Owner Obligations and Public Benefits.

As a material consideration for the long term assurances, vested rights, and other City obligations provided by this Agreement and as a material inducement to City to enter into this Agreement, Land Owner has offered and agreed to provide the public benefits to the City listed in this Section 3.12 and has further agreed to comply with all of its obligations under this Agreement, including in particular the obligations set forth in this Section 3.12.

3.12.1 Compliance with Agreement and Applicable Law. In addition to any other obligations of Land Owner set forth herein, in consideration of City entering into this Agreement,

Land Owner has agreed that if Land Owner commences development of the Property and proceeds to develop the Property, such development shall be in conformance with all of the terms, covenants, and requirements of this Agreement and Applicable Law and Land Owner shall perform those specific obligations and provide those specific contributions identified in the conditions of approval and exhibits to the City Approvals. Land Owner shall pay when due all fees and costs which are imposed on all or any portion of the Property, whether imposed by City or other agencies, as provided in this Article III.

3.12.2 Public Benefits. In addition to the other benefits identified in Section 3.12, the Project will provide public benefits set forth below.

(a) Land Owner shall contribute to the City Six Million Three Hundred Thousand Dollars ($6,300,000) (the "Contribution"), which shall be paid upon issuance of the first building permit for the Project. In the event Land Owner exercises a first, second or third Term Extension for years 8-10, as set forth in Section 2.5, the total Contribution amount shall increase to Seven Million Dollars ($7,000,000) (the "Extension Contribution"). The Extension Contribution, minus any payments made upon exercise of a Term Extension pursuant to Section 2.5, shall be paid upon issuance of the first building permit for the Project. The City has the discretion to use such Contribution or Extension Contribution as it deems desirable or beneficial to the City and to further the City Council's priorities. Further, if Land Owner ceases to continue the plan check permit process at any time during a six-month period from the prior plan check submission, then the Extension Contribution shall apply.

(b) The Project shall comply with the Belmont City Code Chapter 17, Article V (the "Public Art Ordinance"), which requires the payment of one percent (1%) of the building development costs, as defined in the Public Art Ordinance (the "Public Art Investment"). Land Owner agrees to provide a minimum of fifty percent (50%) of the Public Art Investment as an in lieu payment, which shall be paid at the issuance of the first building permit for the Project, for use by the City on public art projects in the City. The remainder of the Public Art Investment shall be on the Property in compliance with the provisions of the Public Art Ordinance and the design, location, and timing of installation must be approved by the City.

(c) Land Owner shall construct and complete outdoor public amenities and public access improvements, as identified in the City Approvals, and including a public access trail along the shoreline, a sports court, fitness nodes, six (6) public parking spaces, and ten (10) bicycle parking spaces. All such outdoor public amenities must be constructed and completed prior to the issuance of the first certificate of occupancy for any building within the Project. Land Owner shall ensure that the outdoor public amenities and public access improvements are accessible to the public during daylight hours. Land Owner shall be responsible for the long term maintenance of all outdoor public amenities and public access improvements.

(d) Land Owner agrees to use a general contractor to construct the Project that is a union signatory general contractor. Such contractor shall make commercially reasonable efforts to ensure at least thirty percent (30%) of the workforce constructing the Project are residents of San Mateo County and shall make commercially reasonable efforts to participate in apprenticeship programs approved by the California Department of Industrial Relations Chief of Division of Apprenticeship Standards. Land Owner shall provide report to the City prior to the

start of construction and every six (6) months during construction on its compliance with the requirements of this subsection 3.12.2.(d).

3.12.3 Waiver of Vesting Statutes. As a material consideration for the long term assurances, vested rights, and other City obligations provided by this Agreement and as a material inducement to City to enter into this Agreement, Land Owner further agrees that, as long as this Agreement is in effect, the provisions of this Agreement shall govern and control the City Law to be applied to this development of the Property over any contrary or inconsistent provisions of Section 66498.1 et seq. of the Government Code or any other statute which purports to provide vested rights ("Vesting Statutes"). Land Owner waives the benefits of any Vesting Statute, unless consistent with the provisions of this Agreement. Notwithstanding anything to the contrary in this Section, the Parties acknowledge and agree that this Agreement vests Land Owner's rights to develop the Project in accordance with the terms of this Agreement and the provisions of state and local law concerning development agreements.

3.13 Mutual Obligations of the Parties.

City has agreed to provide Land Owner with the long term assurances, vested rights, and other City obligations described in this Agreement, including in particular those obligations described in this Article III, in consideration for the Land Owner obligations contained in this Agreement, including in particular those Land Owner obligations described in this Article III. Land Owner has agreed to provide City with the Land Owner obligations contained in this Agreement, including in particular those Land Owner obligations described in this Article III, in consideration for the City obligations described in this Agreement, including in particular those obligations described in this Article III. To ensure that the understanding of the Parties and mutual consideration remain effective, should either Party bring any administrative, legal, or equitable action or other proceeding to set aside or otherwise make ineffective any of the City or Land Owner obligations described in this Agreement, this Agreement may be terminated by the Party against whom the proceeding is brought at that Party's sole discretion.

ARTICLE IV
AMENDMENT, CANCELLATION, AND TERMINATION OF AGREEMENT

4.1 Amendment or Cancellation Procedure.

The Parties may mutually agree to amend or cancel this Agreement in whole or in part. As required by Belmont Zoning Ordinance Section 28.10, any amendment to or cancellation of this Agreement may be made only if the City follows the same procedures prescribed by Government Code 65864 et seq. and those procedures prescribed in Section 28 of the Belmont Zoning Ordinance (Ordinance No. 360 as amended) for entering into a new development agreement, including but not limited to public hearings before the Belmont Planning Commission and City Council and adoption of the amendment or cancellation by ordinance.

4.2 Requirement for a Writing.

No amendment to or cancellation of this Agreement or any provision of this Agreement shall be effective for any purpose unless adopted in accordance with the procedures prescribed in

Belmont Zoning Ordinance Section 28 and specifically set forth in a writing that refers expressly to this Agreement and is signed by duly authorized representatives of the Parties. The City Clerk shall record an appropriate notice of any amendment or cancellation with the San Mateo County Recorder not later than ten (10) days after the effective date of the action effecting such amendment or cancellation, accompanied by a legal description of the Property.

4.3 Amendments to Development Agreement Legislation.

This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute, as those provisions existed at the date of execution of this Agreement. No amendment or addition to the Development Agreement Statute which would materially affect the interpretation or enforceability of this Agreement shall be applicable to this Agreement unless such amendment or addition is specifically required by the California State Legislature, or is mandated by a court of competent jurisdiction. If such amendment or change is permissive (as opposed to mandatory), this Agreement shall not be affected unless the Parties mutually agree in writing, after following the procedures in Section 4.1, to amend this Agreement to permit such applicability.

4.4 Amendment of City Approvals.

To the extent permitted by local, state, and federal law, any City Approval may, from time to time, be amended or modified by submittal of an application from the Land Owner and following the procedures for such amendment or modification contained in the Belmont Municipal Code. Upon any approval of such an amendment or modification, the amendment or modification to the City Approval shall automatically be deemed to be incorporated into the Applicable Law without any further requirement to amend this Agreement.

4.5 Effect of Termination on Land Owner's Rights and Obligations.

4.5.1 Notwithstanding any other provision to the contrary, should the Land Owner or its successor seek to develop the Project, termination or cancellation of this Agreement or termination of the rights of Land Owner as to the entire Property, or any part the Property, shall not affect any requirement to comply with the City Approvals, the terms and conditions of any other Subsequent Approval, nor any payments then due and owing to City, nor shall it affect the covenants of Land Owner specified in Section 4.5.2 below to continue after the termination or cancellation of this Agreement. Land Owner understands and agrees that the City Approvals may be substantially modified in light of the circumstances resulting from the termination or cancellation of this Agreement or Land Owner's rights under this Agreement, and Land Owner shall have no rights to challenge such a modification by reason of this Agreement other than the rights, if any, Land Owner would have in the absence of this Agreement.

4.5.2 Notwithstanding anything in this Agreement to the contrary, the following provisions of this Agreement shall survive and remain in effect following termination or cancellation of this Agreement for so long as necessary to give them full force and effect with respect to claims or rights of City arising prior to termination or cancellation:

(a) Section 3.12 (Land Owner Obligations), to the extent such obligations have not been met upon termination or cancellation;

(b) Section 4.5.1 (Land Owner's obligations upon termination or cancellation);

(c) Section 6.2 (Remedies; limitation on damages and exceptions thereto; accrued obligations);

(d) Section 10.2 (Indemnification); and

(e) Section 12.1.1 (Indemnification – Third Party Challenge).

ARTICLE V
ANNUAL REVIEW

5.1 Time of Review.

To determine Land Owner's good faith compliance with this Agreement, and in compliance with Belmont Zoning Ordinance Section 28.12, the City shall review this Agreement and all actions taken with respect to the development of the Property at least every twelve months from the Effective Date, commencing on the first anniversary of the Effective Date. The date for the annual review may be modified by agreement between the Parties, so long as the review occurs at least every twelve months, or the City may elect to initiate a review at any time.

5.2 Required Information from Land Owner.

It is the Land Owner's responsibility to apply in a timely fashion for the annual review by submitting a written request to the Community Development Director, including a completed Annual Review Form in the form provided in Exhibit B (the "Annual Review Form") and the required fee no more than sixty (60) and no less than thirty (30) days prior to the review date. The burden of proof, by substantial evidence, of good faith compliance shall be upon Land Owner. Land Owner shall provide the evidence reasonably determined necessary by the Community Development Director to demonstrate good faith compliance with the provisions of this Agreement. Land Owner shall provide detailed evidence of (i) any Subsequent Approvals which have been issued or for which application has been made; (ii) any development or construction activity which has commenced or has been completed since the recording date or the date of the preceding annual review; (iii) Land Owner's compliance with the each obligation under this Agreement, including but not limited to the provisions of Section 3.12; and (iv) other information reasonably requested by the Community Development Director to determine compliance. The Community Development Director may conduct the annual review notwithstanding Land Owner's failure to submit the written request. Failure to submit the written request or to list or describe compliance with an obligation is substantial evidence that the Land Owner has not complied in good faith with the obligation and the provisions of this Agreement. Costs reasonably incurred by the City in connection with the annual review and any related hearings shall be paid by Land Owner in accordance with the City's schedule of fees in effect at the time of review.

5.3 Determination of Good Faith Compliance.

If the Community Development Director reasonably determines in writing that, based upon substantial evidence, Land Owner has complied in good faith with the terms and conditions of this Agreement, the annual review shall be concluded. If the Land Owner fails to submit a timely periodic review application or the Community Development Director reasonably finds that, based upon substantial evidence, Land Owner has not complied in good faith with the terms and conditions of this Agreement, the Community Development Director shall prepare a written notice describing the failure to comply and notify the Land Owner as required by Section 11.1 and any other person who has requested notice concerning this Agreement. If Land Owner fails to demonstrate compliance to the Community Development Director's satisfaction within 30 days from the date of the notice, the Community Development Director shall forward the matter to the City Council with his or her recommendation.

If the City Council reasonably determines, based upon substantial evidence that Land Owner has complied in good faith with the terms and conditions of this Agreement, the annual review shall be concluded. If, however, the City Council reasonably determines, based upon substantial evidence, that Land Owner has not complied in good faith with the terms and conditions of this Agreement, the City Council may terminate or modify this Agreement as authorized by Government Code Section 65865.1 after complying with the provisions of this Agreement and the notice and hearing procedures contained in Belmont Zoning Ordinance Section 28 or successor provision.

5.4 No Waiver.

Failure of City to timely conduct an annual review shall not constitute a waiver by City of its right to do so at a later date nor a waiver of its rights to otherwise enforce the provisions of this Agreement, nor shall Land Owner have or assert any defense to such enforcement by reason of any failure to conduct an annual review. City does not waive any claim of defect or Default by Land Owner if, following periodic review as required by this Article V, City does not propose to modify or terminate this Agreement. City's failure to timely complete an annual review shall not constitute nor be asserted as a Default by Land Owner.

5.5 Reservation of Rights.

The rights and powers of the City Council under this Article V are in addition to, and shall not limit, the rights of the City to reasonably terminate or take other reasonable action under this Agreement on account of an event of Default by Land Owner.

ARTICLE VI
DEFAULT, REMEDIES, AND TERMINATION

6.1 Default.

A Party's violation of any material term of this Agreement or failure by any Party to perform any material obligation of this Agreement shall constitute a default ("Default"). While Land Owner is in Default under this Agreement, City shall not be obligated to issue any permit or grant any Subsequent Approval until Land Owner cures the Default.

6.2 Remedies for Default.

City and Land Owner acknowledge that the purpose of this Agreement is to carry out the Parties' objectives as set forth in the Recitals. City and Land Owner agree that to determine a sum of money which would adequately compensate either Party for choices they have made which would be foreclosed should the Property not be developed as contemplated by this Agreement is not possible and that damages would not be an adequate remedy. Therefore, City and Land Owner agree that in the event of a breach of this Agreement, the only remedies available to the non-breaching Party shall be: (a) suits for specific performance to remedy a specific breach, (b) suits for declaratory or injunctive relief, (c) suits for mandamus under Code of Civil Procedure Section 1085, or special writs, and (d) termination or cancellation of this Agreement or, at the option of City in the event of breach by Land Owner, termination of the rights of Land Owner under this Agreement. Monetary damages shall not be awarded to either Party. This exclusion on damages is limited to a breach of this Agreement and shall not preclude actions by a Party to enforce payments of monies due or the performance of obligations requiring the expenditures of money under the terms of Section 3.12 of this Agreement. All of these remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy. Land Owner expressly agrees that the City, any City agencies and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers, and representatives (collectively, for the purposes of this Section 6.2, "City") shall not be liable for any monetary damage for a Default by the City or any claims against City arising out of this Agreement. Land Owner hereby expressly waives any such monetary damages against the City. Any legal action by a Party alleging a Default must be filed within ninety (90) days from date of Declaration of Default after following the procedures in Sections 6.3, 6.4, and 6.5, as applicable.

6.3 Notice and Procedure Regarding Defaults.

Before initiating any action for relief specified in Section 6.2 for an alleged breach of this Agreement, the Party claiming breach (the "Complaining Party") must deliver to the other Party (the "Defaulting Party") a written notice of breach (the "Notice of Default"). The Notice of Default must specify the reasons for the allegation of Default with reasonable particularity. Within thirty (30) days the Defaulting Party must either: (a) use good faith efforts to cure the breach or, if such cure is of the nature to take longer than 30 days, to follow the procedures specified in Section 6.4 below, or (b) if in the determination of the Defaulting Party, the event does not constitute a breach of this Agreement, the Defaulting Party, within thirty (30) days of receipt of the Notice of Default, must deliver to the Complaining Party a notice which sets forth with reasonable particularity the reasons that a Default has not occurred. Failure to respond within the thirty (30)-day period may not be deemed an admission of the Default, but the Complaining Party may proceed to pursue its remedies under this Article VI. After conclusion of the thirty (30)-day period, the Complaining Party may declare a Default by providing written notice to the Defaulting Party (the "Declaration of Default"), subject to the provisions of Section 6.4, and may proceed to pursue its remedies under this Article VI.

6.4 Mutual Agreement for Cure of Certain Defaults.

If the Defaulting Party believes that the Default cannot practically be cured within the thirty (30)-day period, the Defaulting Party is not in Default provided that: (a) the cure is commenced during the thirty (30)-day period after receipt of the Notice of Default; (b) within the thirty (30)-day period, the Defaulting Party provides a schedule to the Complaining Party for cure of the Default, subject to the reasonable approval of the Complaining Party; and (c) the cure is completed in accordance with the schedule agreed to by the Parties, or such additional time as agreed by the Complaining Party. If the Parties cannot mutually agree on a schedule for cure of the Default, at the conclusion of the initial thirty (30)-day period, the Complaining Party may issue a Declaration of Default and proceed to pursue its remedies under this Article VI.

6.5 Alternative Procedure Regarding Defaults; Annual Review.

If the City Council determines, at the conclusion of the annual review undertaken as required by Article V, that Land Owner has not complied in good faith with the terms of this Agreement, then the determination constitutes a Declaration of Default, and City may proceed to pursue any remedies under this Article VI in addition to those remedies available under Article V.

6.6 Failure to Assert; No Waiver.

Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies, irrespective of the length of the delay, shall not deprive the Complaining 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, nor constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default.

ARTICLE VII
ESTOPPEL CERTIFICATE

Either Party may request an estoppel certificate at the time of the annual compliance review, or within sixty (60) days of the annual compliance review. Either Party may, additionally, request an estoppel certificate at any other time by delivering written notice to the other Party, along with a complete periodic review application, including the required fee, as described in Section 5.2, requesting the other Party to certify in writing that, to the knowledge of that Party, (a) this Agreement is in full force and effect and is a binding obligation of the Parties, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications, and (c) the requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe the nature of any Defaults. If this request is made by Land Owner, Land Owner shall pay any required fees in place at the time of request. The Party who receives the request shall execute and return the estoppel certificate within thirty (30) days following receipt of the request and items identified in Section 5.2, if required. The City Manager shall be authorized to execute any certificate requested by Land

Owner. Land Owner and City acknowledge that a certificate hereunder may be relied upon by transferees and Mortgagees.

ARTICLE VIII
TRANSFERS, ASSIGNMENTS

8.1 Covenants Running with the Land.

Except as otherwise more specifically provided in Section 8.2 below, 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, and all other persons or entities acquiring the Property, or any interest therein, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code Section 65868.5.

8.2 Right to Assign; Assignment Agreement.

8.2.1 Subject to the provisions of this Agreement, Land Owner shall have the right to freely transfer ownership of the Property without the consent of the City (a "Transfer"). Subject to the conditions in this Section 8.2, in connection with any Transfer, Land Owner may also assign all of its rights and obligations under this Agreement (an "Assignment") to any third party to whom a Transfer is made (each a "Transferee").

8.2.2 In connection with any Assignment by Land Owner, Land Owner and the Transferee shall enter into a written assignment and assumption agreement in the form attached as Exhibit C (the "Assignment Agreement").

8.2.3 Land Owner shall notify the City in writing at least ten business (10) days prior to any Assignment and concurrently with the Assignment shall provide the City with an executed copy of the Assignment Agreement. The City's consent shall not be required for an Assignment.

8.2.4 No Assignment shall effect a release of Land Owner from its obligations under this Agreement unless the following conditions are satisfied: (a) Land Owner has complied with the terms of Section 8.2.3; and (b) Land Owner has not received a Notice of Default under this Agreement that remains uncured as of the effective date of the Assignment. Land Owner may request a Determination of Compliance from the City in the form attached as Exhibit D to confirm that Land Owner is not in default under this Agreement. If conditions (a) and (b) are satisfied, then Land Owner shall be free from any further liability or obligation under this Agreement with respect to those obligations assumed under the Assignment Agreement.

8.3 Successive Assignment.

In the event there is more than one Assignment under the provisions of this Article VIII, the provisions of this Article VIII shall apply to each successive Assignment and Transferee.

8.4 Excluded Transfers.

No lease of commercial space or grant or dedication of easements ("Excluded Transfers") shall require execution of an Assignment Agreement.

ARTICLE IX
MORTGAGEE PROTECTION

9.1 Mortgage Protection.

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 deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including but not limited to City's remedies to terminate the rights of Land Owner (and its successors and assigns) under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

9.2 Mortgagee Not Obligated.

Notwithstanding the provisions of Section 9.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements on the Property, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements on the Property other than those uses or improvements provided for or authorized by this Agreement, or otherwise under Applicable Law.

9.3 Notice of Default to Mortgagee.

If City receives a written notice from a Mortgagee, Land Owner or any approved assignee requesting a copy of any Notice of Default given Land Owner or any approved or permitted assignee and specifying the address for service, then City shall deliver to the Mortgagee at Mortgagee's cost (or Land Owner's cost), concurrently with service to Land Owner, any notice given to Land Owner with respect to any claim by City the Land Owner is in Default under this Agreement, and if City issues a Declaration of Default, City shall if so requested by the Mortgagee likewise serve at Mortgagee's cost (or Land Owner's cost) notice on the Mortgagee concurrently with service on Land Owner. Each Mortgagee shall have the right during the same period available to Land Owner to cure or remedy, or to commence to cure or remedy, the event of Default claimed in the Notice of Default or Declaration of Default.

9.4 No Supersedure.

Nothing in this Article IX shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Property outside this Agreement, nor shall any provision of this Article IX constitute an obligation of City to the Mortgagee, except as to the notice requirements of Section 9.3.

ARTICLE X
INDEMNIFICATION

10.1 No Duty of City; Hold Harmless.

It is specifically understood and agreed by the Parties that the Project contemplated by this Agreement is a private development, that City has no interest in or responsibility for or duty to third persons concerning any of said improvements, and that Land Owner shall have full power over and exclusive control of the Property subject only to the limitations and obligations of Land Owner under this Agreement.

10.2 Indemnification.

Land Owner hereby agrees to and shall indemnify, defend, and hold harmless City, any City agencies and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers, and representatives (collectively, for the purposes of this Section 10.2, "City") from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage) and from any and all third party claims, demands, and actions in law or equity (including attorneys' fees and litigation expenses) directly or indirectly arising or alleged to have arisen out of or in any way related to: (a) the approval of this Agreement or the City Approvals; (b) any development or use of the Property under this Agreement or the City Approvals; and (c) any actions or inactions by the Land Owner or its contractors, subcontractors, agents, or employees in connection with the construction or improvement of the Property and the Project; excepting to the extent arising from the intentional acts or willful misconduct of City, its elected and appointed representatives, officers, agents, employees, contractors or subcontractors.

This indemnification and hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of the operations referred to in this Section 10.2, regardless of whether or not City prepared, supplied, or approved plans or specifications for the Property, but does not apply to damages and claims for damages caused by City with respect to public improvements and facilities after City has accepted responsibility for them.

ARTICLE XI
NOTICES

11.1 Notices.

Notices, demands, correspondence and communications between City and Land Owner shall be sufficiently given if: (a) personally delivered; (b) dispatched by next day delivery by a reputable carrier such as Federal Express or DHL to the offices of City and Land Owner indicated below, provided that a receipt for delivery is provided; or (c) sent by registered or certified mail, or express mail, return receipt requested, with postage prepaid.

City:

City Manager
City of Belmont
One Twin Pines Lane
Belmont, California 94002

With copy to:

City Attorney
City of Belmont
One Twin Pines Lane
Belmont, California 94002

Land Owner:

1 Shoreway Owner, LLC
c/o FCP Management Inc
345 S. San Antonio Rd.
Los Altos, CA 94022

With a copy to:

Mindie S. Romanowsky
Jorgenson, Siegel, et al
1100 Alma Street, Suite 210
Menlo Park, CA. 94025

Any Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein at least then (10) days prior to the date such change is effective. All notices under this Agreement shall be deemed given and received on the earlier of the date personal delivery is made or on the delivery date or attempted delivery date shown on the return receipt or air bill.

ARTICLE XII
MISCELLANEOUS

12.1 Third-Party Legal Challenge.

In the event of any legal action, claim, or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the City Approvals, or the Subsequent Approvals ("Third Party Challenge"), the responsibilities of the Parties shall be as follows.

12.1.1 Indemnification.

The Land Owner shall bear its own costs of defense as a real party in interest in any Third Party Challenge, and the Land Owner shall reimburse City for all costs (including court costs and expenses) and attorneys' fees incurred by City in defense of such action or other proceeding. In its sole discretion, City may tender its defense of such action to Land Owner or defend the action itself. Upon a tender of defense to Land Owner by City, Land Owner shall defend through counsel approved by City, which approval shall not be unreasonably withheld, and Land Owner shall bear all attorneys' fees and costs from the date of tender. Under no circumstances shall Land Owner be required to pay or perform any settlement arising out of a Third Party Challenge unless the settlement is expressly approved by Land Owner.

12.1.2 City Cooperation.

The City shall promptly notify the Land Owner of any Third Party Challenge and shall cooperate fully in the defense of the Third Party Challenge.

12.1.3 Invalidity.

If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unlawful as the result of a Third Party Challenge, the Parties shall use their best efforts to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Agreement, and then to adopt or re-enact such part of this Agreement as necessary or desirable to permit implementation of this Agreement.

12.2 Bankruptcy.

The obligations of this Agreement shall not be dischargeable in bankruptcy.

12.3 Applicable Law/Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of San Mateo, State of California.

12.4 Reimbursement of Development Agreement Costs and Fees.

Land Owner shall reimburse City for all its reasonable and actual costs, fees, and expenses incurred in drafting, reviewing, revising, and processing this Agreement, including, but not limited to, recording fees, ordinance publication fees, staff time in preparing staff reports, and staff time, including legal counsel and special counsel fees, for preparation and review of this Agreement and changes requested by Land Owner.

12.5 Further Assurances.

Each Party covenants, on behalf of itself and its successors, heirs, and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

12.6 Severability.

Except as otherwise provided herein, if any provision of this Agreement, or the application of this Agreement to any person or entity, be held invalid or unenforceable, the remainder of this Agreement, or its application to persons or entities, shall not be affected except as necessarily required by the determination of invalidity, and each term of this Agreement shall be valid and enforced to the fullest extent permitted by law unless amended or modified by mutual consent of the Parties, except if the effect of such a determination of invalidity is to deprive a Party of an essential benefit of its bargain under this Agreement, then the Party so deprived shall have the option to terminate this entire Agreement based on such determination.

12.7 Nondiscrimination.

Land Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the development of the Property in furtherance of this Agreement. The foregoing covenant shall run with the land.

12.8 Land Owner Right to Rebuild.

City agrees that Land Owner may renovate or rebuild a development located on the Property within the Term of this Agreement should it become necessary due to natural disaster, including but not limited to fire, flood, or earthquake. Any such renovation or rebuilding shall comply with the Applicable Law and this Agreement.

12.9 Nexus/Reasonable Relationship Waiver.

Land Owner consents to, and waives any rights it may have now or in the future, to challenge with respect to the Project or the City Approvals or Subsequent Approvals, the legal validity of, the conditions, requirements, policies, or programs required by this Agreement or the Applicable Law, including, without limitation, any claim that they constitute an abuse of police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.

12.10 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.

12.11 Agreement is Entire Understanding.

This Agreement is executed in one original, which constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement.

12.12 Interpretation.

Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither Party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

12.13 Recordation of Termination.

Upon termination of this Agreement or expiration of the Term, a written statement acknowledging such termination shall be executed by Land Owner and City and shall be recorded by City in the Official Records of San Mateo County, California.

12.14 Signature Pages; Execution in Counterparts.

For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute this as one complete Agreement.

[Signatures on the Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF BELMONT,
a municipal corporation

By: _____
Afshin Oskoui, City Manager

Dated: _____

1 SHOREWAY OWNER, LLC, a Delaware limited liability company

By: _____

By: _____

Dated: _____

ATTEST:

By: _____
Jozi Plut, City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
Scott Rennie, City Attorney

Dated: _____

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)
County of _____)

On _____, before me, _____,
(insert 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.

Signature_____ (Seal)

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)
County of _____)

On _____, before me, _____,
(insert 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.

Signature_____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Belmont, County of San Mateo, State of California, described as follows:

PARCEL ONE:

BEGINNING AT THE MOST EASTERLY CORNER OF THAT CERTAIN 1.498 ACRE PARCEL DESCRIBED IN DEED FROM CALIFORNIA PACIFIC TITLE AND TRUST COMPANY, FORMERLY CALIFORNIA PACIFIC TITLE INSURANCE COMPANY, A CORPORATION TO PACIFIC GAS AND ELECTRIC COMPANY, A CORPORATION, DATED AUGUST 13, 1937 AND RECORDED AUGUST 13, 1937 IN BOOK 745 OFFICIAL RECORDS OF SAN MATEO COUNTY PAGE 500; THENCE ALONG THE NORTHEASTERLY AND NORTHWESTERLY BOUNDARY LINES OF SAID 1.498 ACRE PARCEL, NORTH 42° 00' WEST 250.00 FEET AND SOUTH 43° 01' WEST 311.18 FEET TO THE MOST WESTERLY CORNER OF SAID 1.498 ACRE PARCEL; THENCE CONTINUING ALONG THE SOUTHWESTERLY PROLONGATION TO THE LAST MENTIONED NORTHWESTERLY LINE, SOUTH 43° 01' WEST 78.78 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF THAT CERTAIN 0.451 ACRE PARCEL DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED FEBRUARY 18, 1955 IN BOOK 2745 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 534 (27340-M); THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID 0.451 ACRE PARCEL, NORTH 38° 32' 30" WEST 465.41 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN STRIP OF LAND 60 FEET WIDE DESCRIBED IN DEED FROM HARBOR DEVELOPMENT CORPORATION, A CORPORATION, TO SAN MATEO COUNTY SCAVENGER COMPANY, A CORPORATION, DATED AUGUST 30, 1948 AND RECORDED DECEMBER 9, 1948 IN BOOK 1601 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 553; THENCE ALONG THE LAST MENTIONED SOUTHEASTERLY LINE NORTH 42° 16' 50" EAST 648.39 FEET; THENCE LEAVING SAID LINE, SOUTH 34° 29' 00" EAST 244.26 FEET; THENCE SOUTH 16° 13' 19" EAST 585.90 FEET; THENCE NORTH 42°00' WEST 24.28 FEET TO THE SOUTHEASTERLY LINE OF THE 1.498 ACRE PARCEL DESCRIBED IN DEED TO PACIFIC GAS AND ELECTRIC COMPANY HEREINABOVE FIRST MENTIONED; THENCE ALONG SAID LINE, NORTH 43° 01' EAST 2.01 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

AN EASEMENT OVER THE 60 FOOT STRIP OF LAND DESCRIBED IN THE DEED FROM HARBOR DEVELOPMENT CORPORATION, A CORPORATION, TO SAN MATEO COUNTY SCAVENGER COMPANY, A CORPORATION, DATED AUGUST 30, 1948 AND RECORDED DECEMBER 9, 1948 IN BOOK 1601 OFFICIAL RECORDS OF SAN MATEO COUNTY PAGE 553.

SAID EASEMENT IS APPURTENANT TO PARCEL ONE ABOVE, AND WAS CREATED BY DEED FROM LESLIE SALT CO., A CORPORATION, TO PENINSULA TITLE GUARANTY COMPANY, A CORPORATION, DATED FEBRUARY 25, 1953 AND RECORDED MARCH 3, 1953 IN BOOK 2376 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 289 (63944-K).

EXCEPTING FROM SAID PARCEL TWO THAT PORTION THAT LIES NORTHEASTERLY OF THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF PARCEL ONE HEREIN.

For reference purposes only, APN: 040-371-110

EXHIBIT B

ANNUAL REVIEW FORM

This Annual Review Form is submitted to the City of Belmont ("City") by _____ ("**Land Owner**") pursuant to the requirements of California Government Code Section 65865.1 and Section 28 of the City's Municipal Code regarding Owner's good faith compliance with its obligations under the Development Agreement between the City and Land Owner having an Effective Date of _____, 20__ ("Development Agreement"). All terms not otherwise defined herein shall have the meanings assigned to them in the Development Agreement:

Annual Review Period: _____ to _____.

Describe any Subsequent Project Approvals which have been issued or for which application has been made.

Describe any development or construction activity which has commenced or has been completed.

Describe in detail each Land Owner obligation included in the Development Agreement , including but not limited to those in Section 3.12, and describe in detail Land Owner compliance with each obligation.

Describe any extension as a result of enforced delay under Section 2.6 of the Development Agreement. Provide copies of any notices provided to the City under Section 2.6.

Describe any Assignment of the Development Agreement that occurred under Article VIII during this annual review period, provide a copy of the Assignment Agreement, and demonstrate compliance with the requirements of Sections 8.2.3 and 8.2.4.

IN WITNESS WHEREOF, Land Owner has executed this Annual Review Form as of this _____ day of _____, 20__.

LAND OWNER:

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT C

[FORM OF] ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

[Land Owner]

(Space Above For Recorder's Use)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 20__ (the "Assignment Date") by and among _____, a _____ ("Assignor" or "Land Owner"), and _____, a _____ ("Assignee") (each individually a "Party" and collectively the "Parties").

RECITALS

A. Assignor and the City of Belmont, a California municipal corporation ("City") have entered into that certain Development Agreement dated as of _____, 20__ ("Development Agreement") which was recorded in the Official Records of San Mateo County on_____, 20__ as Instrument No. _____. Capitalized terms not otherwise defined in this Agreement are as defined in the Development Agreement.

B. Assignor is the fee owner of the real property located within the City of Belmont, County of San Mateo, State of California, as further described in Exhibit A attached hereto and incorporated herein by reference (the "Property") and is the Land Owner as defined in the Development Agreement.

C. Assignor desires to transfer its interest in the Property to Assignee concurrently with execution of this Agreement, and Assignee desires to so acquire such interest in the Property from Assignor.

D. Section 8.2 of the Development Agreement provides that the Land Owner may assign its rights and obligations under the Development Agreement to another party, provided that the Land Owner shall have notified the City in writing at least ten business (10) days prior to any assignment, that the Assignor and Assignee enter into an assignment and assumption agreement in substantially the form of this Agreement, and that, concurrently with the Assignment, the Assignor shall provide the City with an executed copy of this Agreement.

E. Assignor has provided the required written notice to City of its intent to enter into this Agreement as required by Section 8.2 and, concurrently with the execution of this Agreement, shall provide the City with an executed copy of this Agreement.

F. Assignor now desires to assign its interests, rights, duties and obligations applicable to the Property under the Development Agreement to Assignee, and Assignee desires to assume such interests, rights, duties and obligations from Assignor.

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:

AGREEMENT

The introductory paragraph, the Recitals, and all defined terms set forth therein are hereby incorporated into this Agreement as if hereinafter fully and completely rewritten.

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 Development Agreement (the "Rights and Obligations"). By accepting this assignment, Assignee, for itself and its successors and assigns, hereby expressly and unconditionally 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 Development Agreement, and to comply with all covenants and conditions of Assignor arising from or under the Development Agreement. Assignee hereby represents that it has reviewed and accepts all obligations of Assignor, if any, required by the City Approvals with respect to the management of parking in the Project.

2. Substitution of Land Owner. Assignee hereafter shall be substituted for and replace Assignor in the Development Agreement. Whenever the term "Land Owner" appears in the Development Agreement, it shall hereafter mean Assignee.

3. Assignor and Assignee Agreements, Indemnifications and Waivers.

(a) Assignee represents and warrants to City as follows:

(i) Assignee is _____, a _____. For the purposes of this Agreement the Land Owner's office is: _____.

(ii) Assignee represents and warrants that, as of the Effective Date of this Agreement, Assignee is:

(iii) The sole fee owner of the Property;

(iv) Duly organized and validly existing under the laws of the State of California;

(v) Qualified and authorized to do business in the State of California and has duly complied with all requirements pertaining thereto; and

(vi) In good standing and has all necessary powers under the laws of the State of California to own property and in all other respects enter into and perform the undertakings and obligations of this Agreement.

(b) Assignee further represents and warrants:

(i) That no approvals or consents of any persons are necessary for the execution, delivery or performance of this Agreement by Assignee, except as have been obtained;

(ii) That the execution and delivery of this Agreement and the performance of the obligations of Assignee have been duly authorized by all necessary actions and approvals required under any partnership or other agreement for the limited partnership constituting Assignee;

(iii) That this Agreement is a legal, valid, and binding obligation of Assignee enforceable in accordance with its terms;

(iv) That the execution, delivery, and performance of this Agreement by the Assignee does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (a) the formation agreements of the Assignee (if any), (b) any law, rule, or regulation binding upon or applicable to Assignee, or (c) any material agreements to which Assignee is a party;

(v) That Assignee or any person or entity owning or operating the Property, has duly obtained and maintained, or will duly obtain and maintain, all licenses, permits, consents, and approvals required by all applicable governmental authorities to develop, sell, lease, own, and operate the Project on the Property.

(c) Assignor and Assignee each hereby waives and releases, and Assignee hereby agrees to indemnify and hold City harmless, from any and all damages, liabilities, causes of action, claims or potential claims against City (including attorneys fees and costs) arising out of or resulting from the assignment and assumption of the Rights and Obligations.

(d) Assignor acknowledges and agrees that the Rights and Obligations have been fully assigned to Assignee by this Agreement and, accordingly, that Assignee shall have the exclusive right to assert any claims against City with respect to such Rights and Obligations. Accordingly, without limiting any claims of Assignee under the Development Agreement, Assignor hereby waives any claims or potential claims by Assignor against City to the extent arising solely out of the Development Agreement.

4. Governing Law; Venue. This Agreement 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 Agreement shall be filed and litigated exclusively in the Superior Court of San Mateo County, California.

5. Entire Agreement/Amendment. This Agreement 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 Agreement. This Agreement may not be amended except by an instrument in writing signed by each of the Parties and consented to in writing by City.

6. 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 Agreement and the Development Agreement.

7. Benefit and Liability. Subject to the restrictions on transfer set forth in the Development Agreement, this Agreement 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.

8. Attorneys' Fees. In the event of any litigation pertaining to this Agreement, the losing Party shall pay the prevailing Party's litigation costs and expenses, including without limitation reasonable attorneys' fees.

9. City is a Third-Party Beneficiary. The City is an intended third-party beneficiary of this Agreement, and has the right, but not the obligation, to enforce the provisions hereof.

10. Recordation. Assignor shall cause this Agreement to be recorded in the Official Records of San Mateo County, and shall promptly provide conformed copies of the recorded Agreement to City and Assignee.

11. Address for Notices. Assignee's address for notices, demands and communications under Section 11.1 of the Development Agreement is as follows:

_____
_____
_____
Attn: _____

With copies to:

_____
_____
_____
Attn: _____

12. Captions; Interpretation. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement 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 Agreement, this Agreement 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.

13. Severability. If any term, provision, condition or covenant of this Agreement 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 Agreement, 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.

14. Counterparts. This Agreement 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.

IN WITNESS WHEREOF Assignor and Assignee have executed this Agreement 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: _____

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)
County of _____)

On _____, before me, _____,
(insert 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.

Signature_____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Belmont, County of San Mateo, State of California, described as follows:

PARCEL ONE:

BEGINNING AT THE MOST EASTERLY CORNER OF THAT CERTAIN 1.498 ACRE PARCEL DESCRIBED IN DEED FROM CALIFORNIA PACIFIC TITLE AND TRUST COMPANY, FORMERLY CALIFORNIA PACIFIC TITLE INSURANCE COMPANY, A CORPORATION TO PACIFIC GAS AND ELECTRIC COMPANY, A CORPORATION, DATED AUGUST 13, 1937 AND RECORDED AUGUST 13, 1937 IN BOOK 745 OFFICIAL RECORDS OF SAN MATEO COUNTY PAGE 500; THENCE ALONG THE NORTHEASTERLY AND NORTHWESTERLY BOUNDARY LINES OF SAID 1.498 ACRE PARCEL, NORTH 42° 00' WEST 250.00 FEET AND SOUTH 43° 01' WEST 311.18 FEET TO THE MOST WESTERLY CORNER OF SAID 1.498 ACRE PARCEL; THENCE CONTINUING ALONG THE SOUTHWESTERLY PROLONGATION TO THE LAST MENTIONED NORTHWESTERLY LINE, SOUTH 43° 01' WEST 78.78 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF THAT CERTAIN 0.451 ACRE PARCEL DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED FEBRUARY 18, 1955 IN BOOK 2745 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 534 (27340-M); THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID 0.451 ACRE PARCEL, NORTH 38° 32' 30" WEST 465.41 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN STRIP OF LAND 60 FEET WIDE DESCRIBED IN DEED FROM HARBOR DEVELOPMENT CORPORATION, A CORPORATION, TO SAN MATEO COUNTY SCAVENGER COMPANY, A CORPORATION, DATED AUGUST 30, 1948 AND RECORDED DECEMBER 9, 1948 IN BOOK 1601 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 553; THENCE ALONG THE LAST MENTIONED SOUTHEASTERLY LINE NORTH 42° 16' 50" EAST 648.39 FEET; THENCE LEAVING SAID LINE, SOUTH 34° 29' 00" EAST 244.26 FEET; THENCE SOUTH 16° 13' 19" EAST 585.90 FEET; THENCE NORTH 42°00' WEST 24.28 FEET TO THE SOUTHEASTERLY LINE OF THE 1.498 ACRE PARCEL DESCRIBED IN DEED TO PACIFIC GAS AND ELECTRIC COMPANY HEREINABOVE FIRST MENTIONED; THENCE ALONG SAID LINE, NORTH 43° 01' EAST 2.01 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

AN EASEMENT OVER THE 60 FOOT STRIP OF LAND DESCRIBED IN THE DEED FROM HARBOR DEVELOPMENT CORPORATION, A CORPORATION, TO SAN MATEO COUNTY SCAVENGER COMPANY, A CORPORATION, DATED AUGUST 30, 1948 AND RECORDED DECEMBER 9, 1948 IN BOOK 1601 OFFICIAL RECORDS OF SAN MATEO COUNTY PAGE 553.

SAID EASEMENT IS APPURTENANT TO PARCEL ONE ABOVE, AND WAS CREATED BY DEED FROM LESLIE SALT CO., A CORPORATION, TO PENINSULA TITLE GUARANTY COMPANY, A CORPORATION, DATED FEBRUARY 25, 1953 AND RECORDED MARCH 3, 1953 IN BOOK 2376 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 289 (63944-K).

EXCEPTING FROM SAID PARCEL TWO THAT PORTION THAT LIES NORTHEASTERLY OF THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF PARCEL ONE HEREIN.

For reference purposes only, APN: 040-371-110

EXHIBIT D

[FORM FOR] DETERMINATION OF COMPLIANCE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

[Assignor]

(Space Above For Recorder's Use)

DETERMINATION OF COMPLIANCE
(Development Agreement)

This DETERMINATION OF COMPLIANCE (the "Compliance Determination") is made as of _____ by the City of Belmont, a municipal corporation (the "City"), at the request of the _____ [Land Owner] ("Assignor"), the owner of the property described in Exhibit A attached hereto and incorporated herein by this reference; to [Assignee] ("Assignee"), in reference to Section 8.2.4 of that certain Development Agreement dated as of and recorded in the Official Records of San Mateo County on _____ as Document No. _____ (the "Development Agreement"). Any capitalized terms not defined in this Compliance Determination shall have the meanings ascribed to them in the Development Agreement.

The City, at the request of the Assignor, hereby certifies that, as of the date of this Compliance Determination:

1. The Development Agreement is in full force and effect;

2. The City has not given any written notice of Default to the Assignor under the Development Agreement; and

3. To the City's reasonable knowledge, no event of Default by the Assignor has occurred under the Development Agreement.

This Compliance Determination has been issued after an annual review held on _____ in accordance with Article V of the Development Agreement. The anticipated date of commencement of the next periodic review is _____.

IN WITNESS WHEREOF, City and Assignor have duly executed this Compliance Determination as of the date first above written.

CITY:

CITY OF BELMONT, a municipal corporation

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM

_____

_____, City Attorney

ASSIGNOR AND LAND OWNER:

By: _____

Name: _____

Its: _____

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)
County of)

On _____, before me, _____,
(insert 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.

Signature_____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Belmont, County of San Mateo, State of California, described as follows:

PARCEL ONE:

BEGINNING AT THE MOST EASTERLY CORNER OF THAT CERTAIN 1.498 ACRE PARCEL DESCRIBED IN DEED FROM CALIFORNIA PACIFIC TITLE AND TRUST COMPANY, FORMERLY CALIFORNIA PACIFIC TITLE INSURANCE COMPANY, A CORPORATION TO PACIFIC GAS AND ELECTRIC COMPANY, A CORPORATION, DATED AUGUST 13, 1937 AND RECORDED AUGUST 13, 1937 IN BOOK 745 OFFICIAL RECORDS OF SAN MATEO COUNTY PAGE 500; THENCE ALONG THE NORTHEASTERLY AND NORTHWESTERLY BOUNDARY LINES OF SAID 1.498 ACRE PARCEL, NORTH 42° 00' WEST 250.00 FEET AND SOUTH 43° 01' WEST 311.18 FEET TO THE MOST WESTERLY CORNER OF SAID 1.498 ACRE PARCEL; THENCE CONTINUING ALONG THE SOUTHWESTERLY PROLONGATION TO THE LAST MENTIONED NORTHWESTERLY LINE, SOUTH 43° 01' WEST 78.78 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF THAT CERTAIN 0.451 ACRE PARCEL DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED FEBRUARY 18, 1955 IN BOOK 2745 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 534 (27340-M); THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID 0.451 ACRE PARCEL, NORTH 38° 32' 30" WEST 465.41 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN STRIP OF LAND 60 FEET WIDE DESCRIBED IN DEED FROM HARBOR DEVELOPMENT CORPORATION, A CORPORATION, TO SAN MATEO COUNTY SCAVENGER COMPANY, A CORPORATION, DATED AUGUST 30, 1948 AND RECORDED DECEMBER 9, 1948 IN BOOK 1601 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 553; THENCE ALONG THE LAST MENTIONED SOUTHEASTERLY LINE NORTH 42° 16' 50" EAST 648.39 FEET; THENCE LEAVING SAID LINE, SOUTH 34° 29' 00" EAST 244.26 FEET; THENCE SOUTH 16° 13' 19" EAST 585.90 FEET; THENCE NORTH 42°00' WEST 24.28 FEET TO THE SOUTHEASTERLY LINE OF THE 1.498 ACRE PARCEL DESCRIBED IN DEED TO PACIFIC GAS AND ELECTRIC COMPANY HEREINABOVE FIRST MENTIONED; THENCE ALONG SAID LINE, NORTH 43° 01' EAST 2.01 FEET TO THE POINT OF BEGINNING.

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EXCEPTING FROM SAID PARCEL TWO THAT PORTION THAT LIES NORTHEASTERLY OF THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF PARCEL ONE HEREIN.

For reference purposes only, APN: 040-371-110

Exhibit D

FINDINGS AND GENERAL PLAN CONSISTENCY

Rezoning and Conceptual Development Plan

To approve the rezoning of 1301 Shoreway Road from Regional Commercial (RC) to Planned Unit Development (PD) Zoning District, the City Council must find under Belmont Zoning Ordinance Section 16.1.2(d)(2) that the amendment changing the zoning of the property is consistent with the City's zoning regulations, General Plan and any specific plans, and make the findings required by BZO Section 12.3.B for rezoning to a PD District.

Zoning Ordinance Objectives

The objectives of the City's zoning regulations, as stated in Section 1.1, are to promote and protect the public health, safety, peace, comfort, convenience and general welfare, and to provide a precise guide for the physical development to the City. Changing the Zoning District from RC to PD retains 1301 Shoreway Road as a commercial site, preserving and enhancing property values, and providing space for Offices, Light Industrial, Life Science, Research and Development (R&D), and other businesses. The PD Zoning District allows flexibility in site design, building height, intensity, and land use within the structure of the Zoning Ordinance. All other requirements of the Zoning Ordinance would be maintained with respect to the subject site.

General Plan Consistency

Rezoning 1301 Shoreway Road to PD allows increased building height and intensity and expands land uses compatible and consistent with the RC Zoning District. These changes are consistent with the following goals, policies, and objectives of the General Plan:

Land Use

Goal 2.1 Promote a diversity of compatible land uses throughout the city, to enable people to live close to job locations, adequate and convenient commercial services, and public services and facilities such as transit, parks, and schools.

Policy 2.6-2 Accommodate a diversity of business establishments in appropriate-scaled settings according to each land use designation and the Land Use Diagram, including larger scale employment or industrial uses, regional- and neighborhood-serving commercial and mixed use centers, and smaller-size stores, restaurants, and offices, to meet employment, shopping, recreation, and service needs of residents and visitors.

Goal 2.8 Promote infill development that makes efficient use of limited land supply, while ensuring compatibility and integration with existing uses.

Policy 2.8-1 Enable infill properties to develop with uses and development intensities supporting a cohesive development pattern.

Policy 2.9-1 Allow sufficient density and intensity to enable new development to support all required infrastructure, community facilities, and open space.

Goal 2.9 Foster new development that contributes positively to Belmont's built environment, provides benefits to the local community, and addresses potential impacts.

Policy 2.9-3 Allow development to exceed established standards only if a tangible and sufficient benefit is provided to the Belmont community.

Goal 2.15 Grow and develop in such a way that allows Belmont's unique character to flourish while recognizing the city's role in the broader region.

Policy 5.10-4 Support land use, transportation management, infrastructure, and environmental planning programs that reduce vehicle emissions and improve air quality.

Analysis

Rezoning to PD supports infill development of an underutilized site and maintains its current commercial use while intensifying it in a manner that supports employment and accessibility to local jobs. The project site is strategically located east of US-101 which is identified by the City as a regional commercial corridor. The rezoning reinforces Belmont's role as a regional employment center by allowing the construction of a larger development than would be accomplished under existing development standards by allowing greater height and FAR, thereby establishing a high quality commercial development and associated community benefits.

The project location is near regional transit (Caltrain and Samtrans) and existing infrastructure. The Rezoning allows a scale and intensity that can be supported by City facilities and infrastructure through improvements required to be constructed by the developer and thorough payment of required impact fees. The site is surrounded by commercial uses including hotels, offices, and light industrial. The rezoning permits additional commercial uses described in the purpose statement of the zoning code, but not expressly identified as a permitted use of the RC Zoning District. The PD zoning would specifically expand uses to include R&D and life science. The rezoning is accompanied by a Development Agreement that provides community benefits to the Belmont community.

<u>Economic Development</u>

Goal 2.6 Promote opportunities for continued economic growth and vitality, resulting in wider shopping and dining opportunities for residents, increased local employment opportunities, enhanced attractions for visitors, increased sales tax revenues, and a stronger community image.

Policy 2.6-1 Promote the El Camino Real corridor, Carlmont Village, the area East of US 101, the Harbor Industrial Area, and Davis Drive as focus areas for economic growth.

Goal 2.7 Provide areas for diverse employment and business opportunities to promote diversity in Belmont's economic base.

Policy 2.7-1 Support efforts to increase the availability of local jobs to enhance Belmont's jobs to employed residents ratio.

Policy 2.7-2 Promote enhanced accessibility to commercial and employment areas, including walking and bicycling facility improvements.

Goal 2.17 Support a wide range of economic activity in Belmont that capitalizes on the city's location, strengthens the City's tax base, and ensures that Belmont has adequate fiscal resources to fund high quality public services for its residents and businesses.

Policy 2.17-1 Leverage regional economic growth and prosperity to encourage economic development opportunities in a manner that is consistent with Belmont's vision, aesthetic, culture, and identity.

Policy 2.17-2 Support efforts to increase the tax base in Belmont and maintain fiscal sustainability.

Goal 2.22 Promote the continued development and revitalization of Belmont's focus areas for economic growth as integral parts of the community and nodes of commercial, employment, or residential activity.

Policy 2.22-1 Promote regional and visitor-serving commercial development and employment opportunities in the focus area East of US 101.

Analysis

The rezoning supports sustained economic growth, increases tax revenue, generates high-quality employment opportunities, and strengthens Belmont's image as a competitive location for innovative industries by allowing a more intense development than would be permitted under the existing RC Zoning District. The rezoning increases the supply of local jobs in emerging sectors such as life sciences and research and development, thereby improving the City's jobs-to-employed-residents ratio and diversifying Belmont's economic base. Additionally, the PD advances the City's intent to concentrate economic development east of U.S. 101, which is a designated focus area for regional- and visitor-serving commercial and employment uses.

<u>Design</u>

Policy 2.6-6 Ensure that commercial development is designed to include: Integrated landscaping, parking (if required), signs, and site and building design.

- Common ingress and egress, safe and convenient access and internal circulation (depending on site size), adequate off-street parking and loading facilities (if required), and accessibility by multiple modes of transportation.

- Architecture that emphasizes establishing community identity while presenting tasteful, dignified, and visually appealing designs compatible with their surroundings.

Policy 2.13-4 Minimize light and glare from new development. Policy 5.3-5 In design and construction, require use of best practices that preserve natural resources, such as soil, trees, native plants, and permeable surfaces.

Policy 5.3-5 In design and construction, require use of best practices that preserve natural resources, such as soil, trees, native plants, and permeable surfaces.

Policy 5.3-6 Avoid light pollution and unnecessary glare by requiring development projects to use design features and shielding methods that cast outdoor light downward and minimize glare and to install the minimum amount of outdoor lighting necessary for safety and security.

Policy 5.3-7 Encourage the planting of native trees, shrubs, and grasslands in order to preserve the visual integrity of the landscape, provide habitat conditions suitable for native vegetation, and ensure the maximum number and variety of well-adapted plants are maintained.

Policy 5.3-9 Promote the healthy growth of trees and control the removal of trees within the city.

Policy 5.9-2 Encourage development projects of all sizes to incorporate site design measures that facilitate groundwater recharge and natural hydrological processes, allowing stormwater to infiltrate the ground on-site and/or be collected for reuse in landscaping and designated to on-site stormwater detention facilities.

Analysis

Rezoning the site to PD Zoning District allows the project to design buildings, landscaping, and parking at a scale that is compatible with the size of the site. The ingress and egress and internal circulation is supported by existing infrastructure and site plan layout. The height and FAR of this project could not otherwise be achieved by the existing RC development standards. Outside of height, FAR, and driveway width, all other development and design standards of the RC Zoning District would remain in effect under the PD Zoning District.

The site design emphasizes connectivity and includes pedestrian pathways, bicycle facilities, and Transportation Demand Management measures that support access through multiple modes of transportation. The architecture employs high-quality materials, articulated massing, and a contemporary design that contributes to a strong community identity while remaining compatible with surrounding commercial developments.

The project incorporates window glazing and a lighting plan that uses fully shielded, downward-directed fixtures to minimize glare and light spill. This allows for visibility and safety, while limiting light pollution and protecting nearby riparian habitats.

Throughout the project site, the use of native and drought tolerant plants, permeable paving, irrigation, and bioretention areas ensure plants can adapt to the site and be well maintained. Though the tree disposition and planting plan includes removal of 157 trees, all the trees proposed for removal are non-native. The project would transplant 19 trees

including 16 protected non-native trees. Additionally, the project would plant 147 California native trees which promotes the healthy growth of trees appropriate to the local climate.

Lastly, the project incorporates on-site stormwater treatment and infiltration features that facilitate groundwater recharge and replicates natural hydrological processes.

PD District Findings

BZO Section 12.3.B requires the following findings for PD District Rezoning.

1) That the total development in each individual unit therein can exist as an independent unit capable of creating an environment of sustained desirability and stability or that adequate assurance will be provided that such objective will be attained; that the uses proposed will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not be achieved under other Zoning Districts.

   Analysis

   The 1301 Shoreway Road Conceptual Development Plan (CDP) for the Planned Unit Development (PD) Zoning District includes uses that are compatible with the underlying base Regional Commercial (RC) district. These compatible uses include, but is not limited to, Business and Professional Offices, Instructional Services, Retail and Personal Services. The CDP adds Life Science and Research and Development (R&D) as permitted uses. Additionally, the CDP does not place a restriction on office or other uses on ground levels. Instead, the CDP allows permitted uses on all levels. Expanding uses and allowing uses on all levels improves the ability for the landowner to deliver a viable commercial development. The CDP creates an environment of sustained desirability in developing the site and in attracting businesses to Belmont.

   The commercial development will exist as an independent unit and the project will pay or construct its fair share of public improvements. The 1301 Shoreway Road Project's (Project) Conditions of Approval (COAs) and Mitigation Monitoring and Reporting Program (MMRP), as required by its Environmental Impact Report (EIR), assure the Project will not be detrimental to surrounding uses.

   The Project includes a Development Agreement that requires the landowners to contribute to community benefits in the form of monetary payments and to construct and maintain a public trail and associated amenities.

   Additionally, the landowner agrees to use a general contractor to construct the Project that is a union signatory general contractor. Such contractor shall make commercially reasonable efforts to ensure at least thirty percent (30%) of the workforce constructing the Project are residents of San Mateo County and shall

make commercially reasonable efforts to participate in apprenticeship programs approved by the California Department of Industrial Relations Chief of Division of Apprenticeship Standards. The landowner shall provide a report to the City prior to the start of construction and every six months during construction on its compliance with the requirements of Subsection 3.12.2.(d) of the Development Agreement.

2) That the streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic and the density will not generate traffic in such amounts as to overload the street network outside the PD District.

Analysis

The Project is not proposing any new streets or thoroughfares but is utilizing existing roadways. The developer prepared a Traffic Impact Analysis (TIA) and Transportation Demand Management Plan (TDM). The City reviewed the TIA and TDM and determined its conclusions related to traffic impacts and improvements and plan to reduce vehicle miles traveled (VMT) meet City standards.

The TDM identifies measures that would reduce VMT for employee trips to reduce potential impacts. These measures include:

- Pedestrian oriented building entrances and breezeways
- Short-term and long-term bicycle parking
- Preferential parking for carpool/vanpool spaces
- Carpool/Vanpool matching services
- Telecommuting and flexible work schedules
- Participation in a Transportation Management Association
- Designating a TDM Liaison

These measures would reduce the project's VMT by 15% meeting the City's and the San Mateo County City and County Association of Governments' (C/CAG) VMT reduction goals.

The TIA identified intersections that would experience delays in a cumulative plus project scenario. This means evaluating how traffic would be affected by this project and other known projects in Belmont, Redwood City, and San Carlos. These intersections include:

- Island Parkway/US 101 northbound off/ramp
- Shoreway Road/Airport Way/Holly Street
- El Camino Real/Ralston Avenue
- Island Parkway/US 101 Northbound

The delays caused by the project would be addressed by payment of its fair-share towards improvements identified in the City's General Plan and corridor plans. The landowner would also construct or pay its fair-share of project specific improvements, such as the Shoreway Road/Airport Way/Holly Street Intersection.

3) That any proposed commercial development can be justified economically at the locations proposed, to provide for adequate commercial facilities of the types proposed.

Analysis

The General Plan land use designation is Regional Commercial. Regional Commercial allows for community-serving retail and services, visitor- and retail-serving auto-oriented commercial services, such as lodging, service stations, car dealerships, commercial office uses, and some light industrial and research and development (R&D) uses may also be permitted.

The underlying base Zoning District is RC. The Zoning Ordinance describes the purpose of the RC is to allow for community-serving retail and services, visitor- and retail-serving auto-oriented commercial services, such as lodging, service stations, car dealerships, and commercial office uses at appropriate locations. It also envisions some light industrial and R&D uses; however, these are not explicitly listed as Permitted Uses.

The CDP resolves this by including Life Science and R&D uses as allowed uses, as requested by the developer. The site is identified in the General Plan and the Zoning Ordinance as a commercial district. The CDP is consistent with these policy documents and regulations.

4) That the economic impact created by the PD District can be absorbed by the City (police and fire service, water supply, sewage disposal, etc.)

Analysis

The Project will not result in any adverse economic impacts. The Project replaces approximately 149,000 square feet (sf) of office with approximately 542,000 sf of office and/or life science. The City commissioned Land Econ Group to prepare a fiscal impact analysis (FIA) of the proposed project. This included evaluating and comparing revenue and expenditures of the existing building with the proposed project. Expenditures include the cost to the City and the San Mateo Consolidated Fire Department (SMCFD) for providing services to the subject site. Revenues include property taxes and fees for service.

The analysis determined that the proposed land use change from RC to PD would result in a greater revenue surplus than the existing office building. For example, using 2034 as a base year, the existing office building is estimated to generate approximately $126,000 in net revenue for the City. The project that could be

achieved through the CDP is estimated to generate at minimum approximately $547,000 in revenue for an office and/or life science project.

The Project will not burden park and recreational facilities, police or fire services. The EIR evaluated impacts to City services as a result of the project and determined the impacts to be less than significant. The EIR determined that the project's impacts to water supply, wastewater conveyance and treatment, generation of solid waste to be less than significant. The project's impacts to connecting to or upgrading service systems could be reduced to less than significant after mitigation. The project will pay all relevant fees for infrastructure to the City and outside agencies as required by applicable policies.

5) That the proposed off-street parking is in substantial conformance with the provisions of Section 8 of this Ordinance; that where an applicants proposed off-street parking is less than that set forth by the standards of Section 8 of this Ordinance, circumstances are such that it would be a practical difficulty or create a physical hardship on the applicant for him to conform to the standards of Section 8.

Analysis

The proposed project has sufficient off-street parking and is in compliance with the provisions of Section 8A which governs off-street parking in the RC Zoning District. The developer proposes approximately 542,000 sf of office and/or life science space. Section 8A requires three spaces for every 1,000 sf of office, resulting in a requirement of 1,626 spaces for the project. The developer will provide 1,626 spaces. These spaces shall be provided according to the following:

- Parking Structure: 1,432 spaces
- Surface: 93 spaces
- Valet: 101 spaces

The proposed parking also complies with Design Standards as required in Section 8A. The project complies with minimum stall sizes for compact and standard sized cars. The project complies with the 24 foot minimum aisle width for 90 degree parking angles. The project also complies with landscaping and tree planting requirements for surface parking. Lastly, the project provides one loading space per building as required.

Development Agreement

The initial term of the Development Agreement (DA) is seven years with three one-year extensions for a maximum of 10 years. Should the developer request an extension beyond 7

years, they are required to advance to the City $50,000 of the negotiated Community Benefit financial contribution for each one-year extension. Under BZO Section 29.8(b), in order to approve the DA, the City Council must find the DA is consistent with the general plan and any applicable specific plan and are consistent with the zoning and other land use regulations applicable to the property.

General Plan

The DA is consistent with the following goals, policies, and objectives of the General Plan:

> Goal2.9 Foster new development that contributes positively to Belmont's built environment, provides benefits to the local community, and addresses potential impacts.
>
> Policy 2.9-1 Allow sufficient density and intensity to enable new development to support all required infrastructure, community facilities, and open space.
>
> Policy 2.9-2 Require that new development "pays its way" so as to limit fiscal impacts on the City.
>
> Policy 2.9-3 Allow development to exceed established standards only if a tangible and sufficient benefit is provided to the Belmont community.
>
> Policy 2.13-10 Promote the incorporation of public art in the design of the public realm to add visual richness and foster a sense of place.
>
> Policy 3.1-5 Require new development and redevelopment projects to construct or pay their fair share toward improvements for all travel modes to provide and enhance connectivity to existing transportation facilities.
>
> Goal4.6 Improve and increase public access into open space areas where feasible and safe.
>
> Policy 4.6-1 Maintain and improve access to parks and open space, especially in areas that lack land for additional parkland dedication and in areas where topography and lack of sidewalks inhibits easy pedestrian access to parks and recreation facilities.
>
> Policy 4.6-2 Improve public access and connections to Belmont Creek. Promote use of this waterway corridor for passive recreation, education, and research.
>
> *Analysis*
>
> The developer seeks approval of a Development Agreement to vest project entitlements for up to 10-years. The 10-year term will allow the developer to construct the project under more favorable market conditions.
>
> The DA ensures the project contributes positively to Belmont's built environment, addresses impacts, and provides benefits to the community. In exchange for the developer's ability to vest entitlements over a 10-year period, the developer commits to:
>
> - Community benefit contribution payment of $6,300,000.

    - Increasing community benefit contribution should the developer exercise a Term Extension beyond seven years to ten years, the total contribution payment increases to $7,000,000.
- Payment of the following Development Impact Fees:
    - Affordable Housing mitigation
    - Park Impact
    - Traffic Impact
- Compliance with the City's Public Art Ordinance and a minimum payment of 50% of the Public Art in-lieu fee calculated as 1% of the building development costs
- Making good faith efforts to hire locally, participation in apprenticeship programs, hiring a union signatory general contractor, and providing updates to the City
- Installing and maintaining public amenities along Belmont Creek

The above commitments obligate the developer to pay its fair share which limits fiscal impacts to the City. The DA implements the City's Public Art Ordinance by ensuring public art is utilized to create a sense of place on-site, while also providing funding to the City to install public art throughout the City. The DA also implements the General Plan's goal of improving and increasing public access by requiring the developer to construct and complete outdoor public amenity and public access improvements which include a public access trail along Belmont Creek, a sports court, fitness nodes, and bicycle and vehicular parking spaces.

Zoning Ordinance

The objectives of the City's zoning regulations, as stated in Section 1.1, are to promote and protect the public health, safety, peace, comfort, convenience and general welfare, and to provide a precise guide for the physical development to the City. The DA promotes and protects the public health, safety, peace, comfort, convenience, and general welfare by establishing clear and enforceable obligations as outlined above.

RESOLUTION NO. 2026-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT APPROVING THE DETAILED DEVELOPMENT PLAN, CONDITIONAL USE PERMIT, DESIGN REVIEW, GRADING PLAN AND PERMIT, AND TREE REMOVAL PERMIT FOR THE PROPERTY LOCATED AT 1301 SHOREWAY ROAD (ASSESSOR'S PARCEL NUMBER 040-371-110)

WHEREAS, Four Corners Properties ("Applicant"), requests approval of entitlements for commercial development including Design Review, Detailed Development Plan, Conditional Use Permit to establish a Detailed Development Plan, Grading Plan and Permit, and Tree Removal Permit for the property located at 1301 Shoreway Road (Assessor's Parcel Number (APN) 040-371-110); and

WHEREAS, on January 20, 2025, the Planning Commission conducted a duly noticed public hearing, at which hearing the Commission considered public testimony and a staff report on the aforementioned requested entitlements and adopted Resolution 2026-04 recommending to the City Council approval of the Design Review, Detailed Development Plan, Conditional Use Permit to establish a Detailed Development Plan, Grading Plan and Permit, and Tree Removal Permit; and

WHEREAS, on February 24, 2026, the City Council of the City of Belmont, following notification in the prescribed manner, conducted a public hearing, at which hearing the Council considered public testimony and a staff report on the aforementioned requested entitlements; and

WHEREAS, the City Council finds the 1301 Shoreway Road Project ("Project") is subject to environmental review under provisions of the California Environmental Quality Act ("CEQA"), and an Environmental Impact Report was prepared for the Project; and

WHEREAS, the City Council considered and discussed the adequacy of the Final Environmental Impact Report as an informational document and applied its own independent judgment and analysis to the review, and in a separate Resolution adopted the findings of fact, certified the Final Environmental Impact Report, and adopted the Mitigation Monitoring and Reporting Plan as being compliance with CEQA and informing their decision making on _____, 2026; and

WHEREAS, on _____, 2026, the City Council adopted by ordinance the Rezone from RC Zoning District to PD Zoning District, Conceptual Development Plan, and Development Agreement for the 1301 Shoreway Road development Project; and

WHEREAS, the City Council did hear and use their independent judgment and considered all reports, recommendations and testimony.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the Design Review, Detailed Development Plan included in Exhibit A, Conditional Use Permit, Grading Plan and Permit, and Tree Removal Permit based on the findings contained in Exhibit B, subject to the Conditions of Approval in Exhibit C, and contingent on the adoption of an ordinance rezoning the property at 1301 Shoreway Road to Planned Unit Development.

ADOPTED _____, 2026 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

1301 SHOREWAY RD. BELMONT, CA

PLAN CHECK RESPONSE 1 JANUARY 31, 2025



FOUR CORNERS properties

DGA

WATRY DESIGN, INC. Architects • Engineers • Parking Planners

swa

exp.

BKF

DGA planning | architecture | interiors

550 Ellis Street, Mountain View, CA 94043	650-963-1660
201 Filbert Street, 3rd Floor, San Francisco, CA 94133	415-477-2700
2550 Fifth Avenue, Suite 115, San Diego, CA 92103	619-685-3990
1720 8th Street, Sacramento, CA 95811	916-441-6800

CONSULTANTS

Civil Engineer
BKF ENGINEERS
1730 N. FIRST STREET, SUITE 600
SAN JOSE, CA 95112
408.314.4561

MEP / Lighting / T24
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SAN FRANCISCO, CA 94104
415.362.5025

Landscape Architect
SWA
530 BUSH STREET, 6TH FL.
SAN FRANCISCO, CA 94108
415.254.4652

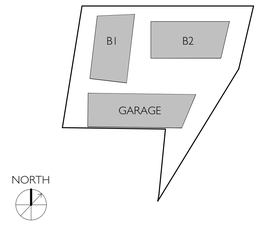
Structural Engineer
KPFF Consulting Engineers
45 FREMONT STREET, 28th FL.
SAN FRANCISCO, CA 94105
415.989.1004

Parking
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2099 GATEWAY PLACE, SUITE 550
SAN JOSE, CA 95110
833.917.7275

STAMP

LICENSED ARCHITECT
RANDALL DOWLER
NO. C23107
REN. 2/28/25
STATE OF CALIFORNIA

KEY PLAN



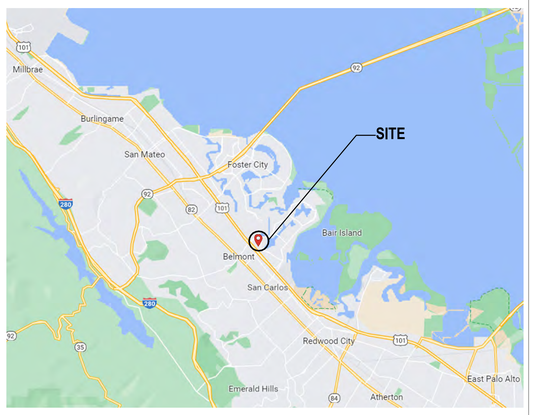
NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT	1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES
PROJECT	1301 SHOREWAY, BELMONT
ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	21198
SCALE	
TITLE	COVER SHEET

G1001

VICINITY MAP



SITE PLAN



PROJECT DESCRIPTION

APPLICANT IS SEEKING ENTITLEMENTS TO ALLOW FOR THE CONSTRUCTION OF NEW CLASS-A BUILDINGS FOR OFFICE AND R&D DEVELOPMENT. THE PROJECT INCLUDES DEMOLITION OF THE EXISTING STRUCTURE TO BE REPLACED WITH ONE SEVEN-STORY BUILDING, ONE EIGHT-STORY BUILDING AND A NINE-LEVEL PARKING STRUCTURE. THE THREE BUILDINGS CREATE A CENTRAL COURTYARD AMENITY SPACE. WORK INCLUDES SITE IMPROVEMENTS INCLUDING RAISING THE FINISHED FLOOR ELEVATION OF THE BUILDINGS TO APPROXIMATELY 12'-0" TO ADDRESS FLOOD ELEVATION REQUIREMENTS

THE 1301 SHOREWAY ROAD SITE IS LOCATED ON THE NORTH SIDE OF THE 101 BAYSHORE FWY BOUNDED BY SHOREWAY ROAD, SEM LANE, BELMONT CREEK AND PG&E PROPERTY. THE SITE IS APPROXIMATELY 6.9 ACRES WITH AN EXISTING 4 STORY 148,919 SQ.FT. BUILDING AND AN ASPHALT PAVED PARKING LOT.

THE SITE HAS FOUR POINTS OF VEHICULAR INGRESS/EGRESS:

WEST: ACCESS FROM SHOREWAY ROAD TO THE SURFACE PARKING LOT AND FRONT ENTRANCE DROP-OFF AT BUILDING 1. ACCESS FROM SHOREWAY ROAD TO THE SURFACE PARKING LOT AND THE PARKING STRUCTURE.

NORTH: ACCESS FROM SEM LANE TO A SURFACE PARKING LOT AND FRONT ENTRANCE DROP-OFF OF BUILDING 2. ACCESS FROM SEM LANE TO ACCESS THE PARKING STRUCTURE.

PROJECT TEAM

OWNER

1 SHOREWAY OWNER, LLC.
c/o FOUR CORNERS PROPERTIES
339 S. SAN ANTONIO ROAD, SUITE 2B
LOS ALTOS, CA 94022
CONTACT: RICH YING
EMAIL: rying@fourcornersproperties.com
TEL: 650.823.1111

ARCHITECT

DGA planning | architecture | interiors
550 ELLIS STREET
MOUNTAIN VIEW, CA 94043
CONTACT: KAREN KUKLIN
EMAIL: kkuklin@dga-mv.com
TEL: 650.943.1660

LANDSCAPE

SWA
530 BUSH STREET, 6TH FL.
SAN FRANCISCO, CA 94108
CONTACT: RENE BIHAN
EMAIL: rbihan@swagroup.com
TEL: 415.254.4652

CIVIL

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CONTACT: RAQUEL FONES
EMAIL: Rfones@bkf.com
TEL: 408.314.4561

STUCTURAL

KPFF Consulting Engineers,
45 FREMONT STREET, 28th FLOOR
SAN FRANCISCO, CA 94105
CONTACT: BLAKE DILSWORTH
EMAIL: blake.dilsworth@kpff.com
TEL: 415.989.1004

PARKING

WATRY Design, Inc.
2099 GATEWAY PLACE, SUITE 550
SAN JOSE, CA 95110
CONTACT: GENARO MORALES
EMAIL: GMorales@watrydesign.com
TEL: 833.917.7275

MEP / LIGHTING / T24

EXP, Inc.
415 MONTGOMERY STREET, SUITE 300
SAN FRANCISCO, CA 94104
CONTACT: MARIO PEREZ
EMAIL: mario.perez@exp.com
TEL: 415.362.5025

TRAFFIC CONSULTANT

HEXAGON TRANSPORTATION CONSULTANTS, Inc.
100 CENTURY CENTER COURT, SUITE 501
SAN JOSE, CA 95112
CONTACT: GARY BLACK
EMAIL: gblack@hextrans.com
TEL: 408.971.6100

ENVIRONMENTAL CONSULTANT

MOFFAT NICHOL
185 N CALIFORNIA BLVD # 500,
WALNUT CREEK, CA 94596
CONTACT: MADS JORGENSEN
EMAIL: mjorgensen@moffattnichol.com
TEL: 925.944.5411

PROJECT DATA

PROJECT NAME:	1301 SHOREWAY
PROJECT ADDRESS:	1301 SHOREWAY ROAD, BELMONT, CA 94002
CONSTRUCTION TYPE:	I-B
OCCUPANCY:	B, L, S-2
ACCESSORY OCCUPANCY:	A3
NUMBER OF STORIES:	8-STORY (BUILDING 1), 7-STORY (BUILDING 2)
FLOOD ZONE:	ZONE AE
TOTAL EXISTING BUILDING AREA:	148,919 SF
TOTAL AREA PROPOSED:	
GARAGE STRUCTURE	442,690
BUILDING 1:	
LEVEL 1 - 2	61,602
LEVEL 3	34,961
LEVEL 4 - 8	173,889
BUILDING 2:	
LEVEL1 - 2	74,268
LEVEL 3 - 7	197,315
TOTAL BUILDING AREA	542,035
FLOOR AREA RATIO (F.A.R.)	1.8 SF

EXISTING DESCRIPTION

PARCEL MAP NO. (APN):	040-371-110
ZONING DISTRICT:	RC
EXISTING USE:	OFFICE
NET LOT AREA:	6.913 ACRES (301,130 SF)

PROPOSED DESCRIPTION

PARCEL MAP NO. (APN):	040-371-110
ZONING DISTRICT:	PLANNED DEVELOPMENT (PD)
PROPOSED USE:	PROFESSIONAL OR COMMERCIAL OFFICE, MEDICAL, DENTAL, RESEARCH AND DEVELOPMENT, LABORATORY, AND LIFE SCIENCE
NET LOT AREA:	6.913 ACRES (301,130 SF)

ENTITLEMENT APPROVALS:

PD DISTRICT	Y
ARCHITECTURE AND SITE PERMIT MAJOR	Y
TREE REMOVAL	Y

SUBSEQUENT DEFERRED APPROVALS:

MASTER SIGN PROGRAM	Y
DEMOLITION PERMITS	Y
CONSTRUCTION PERMITS	Y
ENCROACHMENT PERMITS	Y

EXISTING SITE STATISTICS

SITE AREA (ACRES)	6.913
SITE AREA (SF)	301,130
EXISTING BUILDING FOOTPRINT (SF)	148,919
EXISTING IMPERVIOUS SURFACE AREA (SF)	251.142
SITE GRADE ELEVATIONS (FT)	8.8 - 11.0
SOIL EXCAVATION / OFF HAUL	0 CY

PROPOSED SITE STATISTICS

EXISTING SITE GRADE ELEVATION (FT)	8.8 - 11.0
PROPOSED SITE GRADE ELEVATION (FT)	9.1 - 12.0
PROPOSED TOP SOIL IMPORT	8,000 CY

TREE REMOVAL / REPLACEMENT

EXISTING TREES	176
EXISTING TREES TO BE REMOVED (NOT PROTECTED BY CITY ORDINANCE)	104
TREES TO TRANSPLANT	16
BELMONT PROTECTED TREE TO TRANSPLANT	03
BELMONT PROTECTED TREE TO BE REMOVED*	53
PROPOSED NEW TREES	147

* 53 REMOVED, MORE THAN 53 CITY PREFERRED PLANTED.

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KEY PLAN

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

CLIENT: 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT: 1301 SHOREWAY, BELMONT

ADDRESS: 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO.: 21198

SCALE:

TITLE: **PROJECT DATA**

GI002

DEVELOPMENT REVIEW SUMMARY TABLE FOR PLANNED USE DISTRICT (PDU) 2

PROJECT ZONING ANALYSIS - FAR, HEIGHT, PARKING, BIKES

SITE FAR CALCULATIONS (1.8 Total Site Area):

SITE	LOT AREA / SF	ALLOWED FAR	PROPOSED FAR	PROPOSED SITE COVERAGE (%)
1301 Shoreway Rd.	301,130	542,035	1.80	22%
TOTAL	301,130	542,035	1.80	22%

SETBACK AND SITE WIDTH

WIDTH	MINIMUM	PROPOSED
North-South (varies)	55-feet	55-feet 2
East-West (varies)	55-feet	55-feet
SETBACK		
North	0-feet	0-feet
South	0-feet	0-feet
East	0-feet	0-feet
West	0-feet	0-feet

BUILDING HEIGHT (FT).:

Average Existing Site Elevation	10.30
New Site Elevation	12.00
Proposed Building 1 Height (See Building Section)	128.00
Proposed Building 1 Height (Top of Parapet)	133.00
Proposed Building 2 Height (See Building Section)	112.00
Proposed Building 2 Height (Top of Parapet)	117.00
Proposed Garage Height (See Building Section)	85.00
FAA Horizontal Ceiling	165.00

Note: Building heights are measured from adjacent grade (0'-0") to the highest point of the roof structural slab and not inclusive of the +12 site elevation for flood control, or the mechanical louver screen.

BUILDING NAME		FA SUMMARY (SF)
Building 1	8 Floors	270,452
Building 2	7 Floors	271,583
Parking Garage	9 Floors	442,690
All Buildings - Grand Total FA (without garage)		542,035
All Buildings - Grand Total FA (with garage)		984,725

VEHICLE PARKING:

BUILDING	BUILDING SF	PARKING	PARKING PROVIDED
Site Max FAR	542,035	1,626	
Parking Structure			1,432
Site Parking			93
Valet	-	-	101 2
Total	542,035	-	1,626

PARKING DISTRIBUTION

Total Required Accessible Parking	27	11B-208.2 Minimum Number: 20, plus 1 for each 100 or fraction therof over 1000
Standard Accessible Parking	21	
Van Parking Spaces	5	11B-208.2.4 Van Parking Spaces every fraction of 6
EV Capable Spaces	326	20% of total parking (326 required)
EVCS Parking	82	25% of EV capable spaces i.e 326*0.25
Accessible EV	4	As per Total no. of EVCS at a facility category '76 to 100'
Ambulatory EV	4	As per Total no. of EVCS at a facility category '76 to 100'
Accessible EV Van	4	As per Total no. of EVCS at a facility category '76 to 100'
Clean Air Vehicles	196	12% of total

BIKE PARKING:

BUILDING	VEHICLE PARKING	BIKES REQUIRED PER CALGREEN: BIKES REQUIRED (5%)	BIKES REQUIRED (5%) SHORT
Parking Garage L1	156	8	8
Parking Garage L2 - L8	1,148	58	58
Parking Garage L9	128	6	6
Site Parking	93	5	5
Valet	101 2	5	5
TOTAL	1,626	82	82

BIKES REQUIRED PER CITY CODE: BUILDING AREA	BIKES REQUIRED (1/5000	BIKES REQUIRED (2+1/20,000 SF)
TOTAL 542,035	109	30

LONG TERM BIKES	SHORT TERM BIKES PROVIDED
109	92

DISTRIBUTION OF BIKE PARKING

Building 1	41
Building 2	41
Garage	27
On Site	92

SHEET INDEX

DRAWING NO.	DRAWING NAME	PD Application (06.07.2024)	Plan Check Response 1 (01.31.2025) 2
GENERAL			
GI001	COVER SHEET	■	■
GI002	PROJECT DATA	■	■
GI003	DRAWING INDEX AND PROJECT DATA	■	■
GI101	CODE ANALYSIS	■	■
GI201.1	GENERAL PLAN COMPLIANCE - PROGRAM USE	■	■
GI201.2	GENERAL PLAN COMPLIANCE - ZONING	■	■
ARCHITECTURAL			
AS100	SITE PLAN - EXISTING	■	■
AS100.1	SITE PHOTOS	■	■
AS100.2	SITE PHOTOS	■	■
AS100.3	SITE PLAN - EXISTING CIRCULATION	■	■
AS101	ARCHITECTURAL SITE PLAN	■	■
AS102.1	SITE PLAN - PEDESTRIAN ACCESS	■	■
AS102.2	SITE PLAN - BIKE ACCESS	■	■
AS102.3	SITE PLAN - VEHICULAR ACCESS	■	■
AS103	SITE EASEMENTS	■	■
AS104	SURFACE PARKING	■	■
AS105	SITE PLAN - FIRE ACCESS	■	■
AS106	SITE PLAN - LOADING ACCESS	■	■
AS107	SITE PLAN - WASTE MANAGEMENT ACCESS	■	■
AS108	SITE PLAN - SIGNAGE AND PUBLIC ART		■
AE101.1	FLOOR PLAN - LEVEL 1	■	■
AE101.2	FLOOR PLAN - LEVEL 2	■	■
AE101.3	FLOOR PLAN - LEVELS 3 - 4	■	■
AE101.4	FLOOR PLAN - LEVELS 5 - 8	■	■
AE101.5	FLOOR PLAN - ROOF	■	■
AE211	SITE ELEVATIONS	■	■
AE211.1	BUILDING 1 ELEVATIONS	■	■
AE211.2	BUILDING 1 ELEVATIONS	■	■
AE211.3	BUILDING 2 ELEVATIONS	■	■
AE211.4	BUILDING 2 ELEVATIONS	■	■
AE212.1	GARAGE ELEVATIONS	■	■
AE212.2	GARAGE ELEVATIONS	■	■
AE301.1	BUILDING SECTION	■	■
AE301.2	BUILDING SECTIONS	■	■
AE501	COLOR AND MATERIALS	■	■
AE601.1	PERSPECTIVE RENDERING	■	■
AE601.2	PERSPECTIVE RENDERING	■	■
AE601.3	PERSPECTIVE RENDERING	■	■
AE601.4	PERSPECTIVE RENDERING	■	■
PARKING STRUCTURE			
PK001	LEVEL 01 PARKING PLAN	■	■
PK002	TYP. LVL. 2 PARKING PLAN	■	■
PK003	LEVEL 03-08 PARKING PLAN	■	■
PK004	LEVEL 09 PARKING PLAN	■	■
PK005	PV LEVEL PLAN	■	■
PK006	BUILDING SECTIONS	■	■
CIVIL			
C001	COVER SHEET	■	■
C002	CONSTRUCTION NOTES	■	■
C101	EXISTING CONDITIONS	■	■
C102	DEMOLITION PLAN	■	■
C103	SITE PLAN	■	■
C104	PRELIMINARY GRADING AND DRAINAGE PLAN	■	■
C105	PRELIMINARY UTILITY PLAN	■	■
C106	PRELIMINARY STORMWATER MGMT PLAN	■	■
C107	SIGHT DISTANCE TRIANGLES	■	■
C108	EROSION CONTROL PLAN	■	■
C109	STRIPING PLAN	■	■
C501	TYPICAL SECTIONS	■	■
C502	CONSTRUCTION DETAILS	■	■
C503	EROSION CONTROL DETAILS	■	■
C504	CLUEPRINT FOR A CLEANBAY	■	■

DRAWING NO.	DRAWING NAME	PD Application (06.07.2024)	Plan Check Response 1 (01.31.2025) 2
LANDSCAPE			
L001	COVER SHEET	■	■
L002	ILLUSTRATIVE SITE PLAN	■	■
L003	MATERIAL SCHEDULE & IMAGES	■	■
L004	TREE DISPOSITION PLAN - ZONE 1	■	■
L005	TREE DISPOSITION PLAN - ZONE 2	■	■
L006	TREE DISPOSITION PLAN - ZONE 3	■	■
L007	TREE DISPOSITION PLAN - ZONE 4	■	■
L101	LAYOUT & MATERIAL PLAN	■	■
L102	LAYOUT ENLARGEMENT	■	■
L201	GRADING & DRAINAGE PLAN	■	■
L301	TREE PLANTING PLAN	■	■
L302	UNDERSTORY PLANTING PLAN	■	■
L401	IRRIGATION NOTES	■	■
L402	IRRIGATION PLAN	■	■
L403	IRRIGATION DETAILS	■	■
L404	IRRIGATION DETAILS	■	■
L501	SECTIONS	■	■
L502	SECTIONS	■	■
L503	SECTIONS	■	■
L601	SITE PERSPECTIVES	■	■
L701	PUBLIC REALM IMPROVEMENTS	■	■
L702	PUBLIC REALM SIGNAGE	■	■
L703	BELMONT TRAIL AMENITIES	■	■
L704	BELMONT TRAIL AMENITIES	■	■
L705	BELMONT TRAIL AMENITIES	■	■
L706	BELMONT TRAIL AMENITIES	■	■
L707	BELMONT TRAIL AMENITIES	■	■
L708	BELMONT TRAIL AMENITIES	■	■
L709	BELMONT TRAIL AMENITIES	■	■
L710	BELMONT TRAIL AMENITIES	■	■
L711	BELMONT TRAIL AMENITIES	■	■
L712	BELMONT TRAIL AMENITIES	■	■
L713	BELMONT TRAIL AMENITIES	■	■
L714	BELMONT TRAIL AMENITIES	■	■
L715	PUBLIC REALM CONNECTIVITY	■	■
L716	PUBLIC REALM CONNECTIVITY	■	■
L717	PUBLIC REALM CONNECTIVITY	■	■
L718	PUBLIC REALM CONNECTIVITY	■	■
L719	PUBLIC REALM CONNECTIVITY	■	■
LIGHTING			
E001	ELECTRICAL LIGHTING SITE PLAN	■	■
E003	ELECTRICAL SCHEDULE & LEGEND	■	■
E004	LIGHTING CUTSHEETS	■	■
MECHANICAL			
M002	MECHANICAL ROOF PLAN - BUILDING 1	■	■
M003	MECHANICAL ROOF PLAN - BUILDING 2	■	■
FIRE PROTECTION			
FP001	FIRE PROTECTION RISER DIAGRAM BUILDING 1	■	■
FP002	FIRE PROTECTION RISER DIAGRAM BUILDING 2	■	■
FP003	FIRE PROTECTION RISER DIAGRAM PARKING STRUCTURE	■	■

PROPOSED SIGNAGE SQUARE FOOTAGE

SIGN TYPE	AREA	QTY	TOTAL
PRIMARY CAMPUS MONUMENT SIGN	64	1	64
SECONDARY CAMPUS MONUMENT SIGN	72	2	144
BUILDING MONUMENT SIGN	290	1	290
TENANT SIGN	216	2	432
TENANT SIGN	168	4	672
TENANT SIGN	145	3	434
	TOTAL		2,036

SITE INFORMATION:	Proposed v. Existing	
Total Project Area:	6.9 Acres	6.9 Acres
Publicly Accessible Space	83,594 SF	57,659 SF
Landscape Area:	56,204 SF	51,099 SF
DG Creek Paths and Program Nodes:	9,107 SF	6,560 SF
Multi Use Sports Court:	4,713 SF	0
Auxiliary Sports Court Area:	5,826 SF	0
Public Parking Spaces:	3	0
Bike Parking Spaces(2 per rack):	10	0
Sidewalk:	7,744 SF	0 SF
Bench Seats (30" per seat)& Tables:	132 & 10 (19)	3 & 5 (8)
Signs:	4	2
Fitness Nodes:	2	0

TREE DISPOSITION LEGEND

SYMBOL/KEY	DESCRIPTION	QUANTITY	NOTE
TAG # XXX SPECIES	EXISTING TREE TO BE REMOVED (NOT PROTECTED BY CITY ORDINANCE)	104	PER PLAN
TAG # XXX SPECIES	TREE TO TRANSPLANT	16	
TAG # XXX SPECIES	BELMONT PROTECTED TREE TO TRANSPLANT	3	
TAG # XXX SPECIES	BELMONT PROTECTED TREE TO BE REMOVED	53	53 REMOVED MORE THAN 53 CITY PREFERRED PLANTED

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KEY PLAN

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ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

TITLE

DRAWING INDEX AND PROJECT DATA

GI003

FIRE SPRINKLER SYSTEM

1301 SHOREWAY PROJECT CONSIST OF 9 STORY PARKING STRUCTURE - 442,690 GSF, 8 STORY BUILDING 1 - 270,446 GSF AND 7 STORY BUILDING 2 - 271,589 GSF.

BUILDING 1 AND BUILDING 2 FOR OFFICE, RESEARCH AND DEVELOPMENT, AND LABORATORY LIFE SCIENCE USE. OFFICE AREAS ARE CLASSIFIED AS LIGHT HAZARD. PARKING STRUCTURE IS CLASSIFIED AS ORDINARY HAZARD GROUP 1, FIRE PUMP AND JOCKEY PUMP SYSTEM WILL BE PROVIDED FOR EACH BUILDING.

PARKING BUILDING
8" OR 6" INCOMING FIRE PROTECTION WATER SUPPLY MAIN WILL PROVIDE TO FIRE PUMP ROOM FROM CAMPUS FIRE WATER LOOP. FIRE MAIN WILL DIRECT SUPPLY TO FIRE PUMP ROOM. A SINGLE FIRE PUMP AND JOCKEY PUMP SYSTEM WILL BOOST FIRE WATER PRESSURE TO SERVE FIRE SPRINKLER SYSTEM. FIRE RISER IN STAIR 1 AND STAIR 2 SHALL BE COMBINATION SPRINKLER AND STANDPIPE SYSTEM SERVING BOTH FIRE SPRINKLER AND CLASS I HOSE VALVE IN STAIR. FIRE DEPARTMENT CONNECTION WILL BE PROVIDED NEAR ENTRANCE OF BUILDING. ON SITE FIRE HYDRANT WILL BE LOCATED WITHIN 100 FEET FROM FIRE DEPARTMENT CONNECTION OR DISTANCE REQUIRED BY AUTHORITY HAVING JURISDICTION.

BUILDING 1 & BUILDING 2
8" OR 6" INCOMING FIRE PROTECTION WATER SUPPLY MAIN WILL PROVIDE TO BUILDING FIRE PUMP ROOM FROM CAMPUS FIRE WATER LOOP. INCOMING FIRE MAIN WILL SUPPLY MAKEUP WATER TO UNDERGROUND FIRE WATER STORAGE TANK. FIRE PUMP ROOM WILL BE LOCATED ABOVE THE UNDERGROUND FIRE WATER STORAGE TANK. TURBINE FIRE PUMP SYSTEM WILL BE INSTALLED DIRECTLY ABOVE FIRE WATER TANK WITH SUCTION SUMP AT THE BOTTOM OF FIRE WATER STORAGE TANK. TURBINE PUMP WILL BOOST REQUIRE PRESSURE TO SERVE FIRE SPRINKLER SYSTEM. FIRE RISER IN STAIR 1 AND STAIR 2 SHALL BE COMBINATION SPRINKLER AND STANDPIPE SYSTEM SERVING BOTH FIRE SPRINKLER AND CLASS I HOSE VALVE IN STAIR. FIRE DEPARTMENT CONNECTION WILL BE PROVIDED NEAR ENTRANCE OF EACH BUILDING. ON SITE FIRE HYDRANT WILL BE LOCATED WITHIN 150 FEET FROM FIRE DEPARTMENT CONNECTION OR DISTANCE REQUIRED BY AUTHORITY HAVING JURISDICTION.

FIRE WATER STORAGE TANK SIZING CALCULATION
PER NFPA 13, ORDINARY HAZARD GROUP STORAGE REQUIREMENT FOR 90 MINS DURATION IS 49500 GALLONS. OUR BASIS OF DESIGN WILL BE BASED ON 49500 GALLONS PER NFPA REQUIREMENT. LOWER DURATION OF 60 MINS CAN BE USED IF SPRINKLER SYSTEM WATERFLOW ALARM DEVICE(S) AND SUPERVISORY DEVICE(S) ARE ELECTRICALLY SUPERVISED, AND SUCH SUPERVISION IS MONITORED AT AN APPROVED CONSTANTLY ATTENDED LOCATION. WE WILL CONSULT WITH FIRE DEPARTMENT AND WILL PROVIDE ACCEPTABLE STORAGE CAPACITY FOR BUILDING 1 AND BUILDING 2.

REFERENCE TABLE FROM NFPA 13 FOR WATER DEMAND AND DURATION

Table 19.2.3.1.2 Hose Stream Allowance and Water Supply Duration Requirements for Hydraulically Calculated Systems

Occupancy	Inside Hose gpm	Inside Hose L/min	Total Combined Inside and Outside Hose gpm	Total Combined Inside and Outside Hose L/min	Duration (minutes)
Light hazard	0, 50, or 100	0, 190, or 380	100	380	30
Ordinary hazard	0, 50, or 100	0, 190, or 380	250	950	60 or 90
Extra hazard	0, 50, or 100	0, 190, or 380	500	1900	90 or 120

19.2.3.1.2 The minimum water supply shall be available for the minimum duration specified in Table 19.2.3.1.2.

19.2.3.1.3 The lower duration values in Table 19.2.3.1.2 shall be permitted where the sprinkler system waterflow alarm device(s) and supervisory device(s) are electrically supervised and such supervision is monitored at an approved, constantly attended location.

REFERENCE FIGURE FROM NFPA 13 FOR SPRINKLER DEMAND

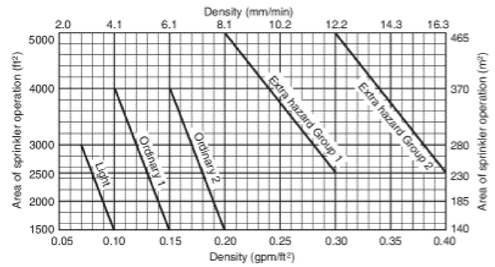


FIGURE 19.2.3.1.1 Density/Area Curves for the Evaluation or Modification of Existing Systems.

FIRE PUMP SIZING CALCULATION
MINIMUM FIRE PUMP FLOW RATE SHALL BE DESIGNED TO COVER FIRE SPRINKLER DEMAND PLUS INSIDE HOSE STREAM ALLOWANCE. FIRE PUMP WILL BE SIZED TO PROVIDE 1000 GPM FLOW RATE AND 100 PSI DELIVERY PRESSURE AT ROOF CLASS I FIRE HOSE VALVE AS BASIC OF DESIGN. FIRE PUMP WILL BE PROVIDED DEDICATED POWER SUPPLY FROM NORMAL POWER SOURCE AND STAND-BY POWER FROM EMERGENCY GENERATOR. AUTOMATIC TRANSFER SWITCH WILL BE IN FIRE PUMP ROOM

GOVERNING CODES

2022 CALIFORNIA CODE OF REGULATIONS AS AMENDED BY THE STATE OF CALIFORNIA AND ALL APPLICABLE CITY OF BELMONT ORDINANCES WILL BE EMPLOYED DURING THIS PROJECT

PART 2: 2022 CALIFORNIA BUILDING CODE (CBC)
PART 3: 2022 CALIFORNIA ELECTRICAL CODE (CEC)
PART 4: 2022 CALIFORNIA MECHANICAL CODE (CMC)
PART 5: 2022 CALIFORNIA PLUMBING CODE (CPC)
PART 6: 2022 CALIFORNIA ENERGY CODE
PART 9: 2022 CALIFORNIA FIRE CODE (CFC)
PART 11: 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE
PART 12: 2022 CALIFORNIA REFERENCE STANDARDS CODE
CALIFORNIA CODE OF REGULATIONS, TITLE 8 (CAL OSHA)

OTHER REGULATIONS
BAY AREA AIR QUALITY MANAGEMENT DISTRICT (BAAQMD)
CITY OF BELMONT MUNICIPAL CODES
CITY OF BELMONT ADOPTED CODES, REGULATIONS AND ZONING ORDINANCES

CITY PLAN CHECK NO:

PARKING STRUCTURE CODE ANALYSIS

Code Sections	TYPE	NOTES
Automatic Sprinkler System – Sec. 903	Yes	Per local ordinance
Occupancy Type(s) – Chapter 3	S-2 Parking Garage (Open, per 406.5)	Openness – 406.5.2
Construction Type(s) – Chapters 4 and 6	IB	Tables 406.5.4, 601 and 602
Grade Plane – Chapter 2 Definition	12'	
Allowable Height (in Tiers) – Table 406.5.4	12 Tiers	Elevator Towers- Unlimited in height (Section 504.3 exception).
Allowable Height Increase (in Tiers), for Open Parking Structures- Section 406.5.5	N/A	
Actual Height (in Tiers)	9 Tiers	
Base Allowable Area per Tier – Table 406.5.4	Unlimited	
Actual Area (largest Tier)	49,550 sq. ft.	
Allowable Area Increase (per Tier), for Open Parking Structures- Section 406.5.5	N/A sq. ft.	
Actual Total Area	442,690 sq. ft.	
Building Elements F.R. Requirements - Table 601		
Primary Structural Frame	2 HR	
Bearing Walls – Exterior	2 HR	
Bearing Walls - Interior	2 HR	
Non-bearing Walls and Partitions – Exterior	See Requirements Below	
Non-Bearing Walls and Partitions – Interior	0 HR	
Floor Construction	2 HR	
Roof Construction	1 HR	
Exterior Walls F.R. Requirements - Table 705.5		
Exterior Walls and Partitions:	X HR, <5' X HR, 5'≤ x<10' X HR, 10'≤ x<30' NR, ≥ 30'	
Openings (Unprotected, *sprinklered*) - Maximum Area of Exterior Wall Openings, Section and Table 705.8.	Not Permitted < 3' 15%, 3'-5' 25%, 5'≤x< 10' No Limit, Elsewhere (See table footnote g.)	
Shaft Enclosures (Both stairs and elevators)	NOT REQUIRED Stairs enclosed as requested by Local AHJ	See sections 406.5.9, 712.1.10.2 and 1019.3.6.
Occ. Load - Table 1004.5	49,550/200 = 248 (Story with largest floor area)	
Exits Required- Table 1006.3.3	2	
Exits Provided	3	
Width Required - Per Section 1005.3.1 & 1005.3.2 **Stairs: Occ. x 0.3 = total inches** **(48" min. clear of handrail, when considered to be a part of an accessible means of egress, per 1009.3.2.** **44" min. clear per section 1011.2, when considered to be part of an accessible means of egress, per 1009.3.2, Exception 1 when building is sprinklered.)** **Other than Stairs: Occ. x 0.2 = total inches** **(32" min. clear width, 1010.1.1 and per 11B-404, Doors, doorways and gates.)**	 Stairs: 248 x 0.3 = 75" 50% of 75" = 37.5" Other than Stairs: 248 x 0.2 = 50" 50% of 50" = 25"	
Width Provided	Stairs: 3 x 60" = 180" Other than Stairs: 3 x 72" = 216"	

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LICENSED ARCHITECT RANDALL DOWLER NO. C23107 REN. 2/28/25 STATE OF CALIFORNIA

KEY PLAN

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

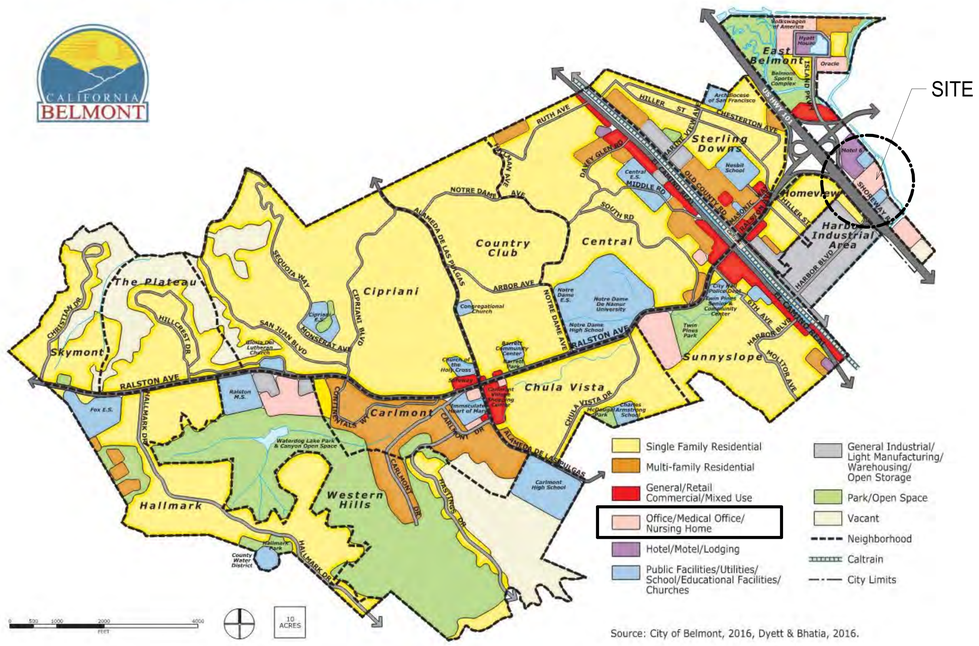
SCALE

TITLE

CODE ANALYSIS

GI101

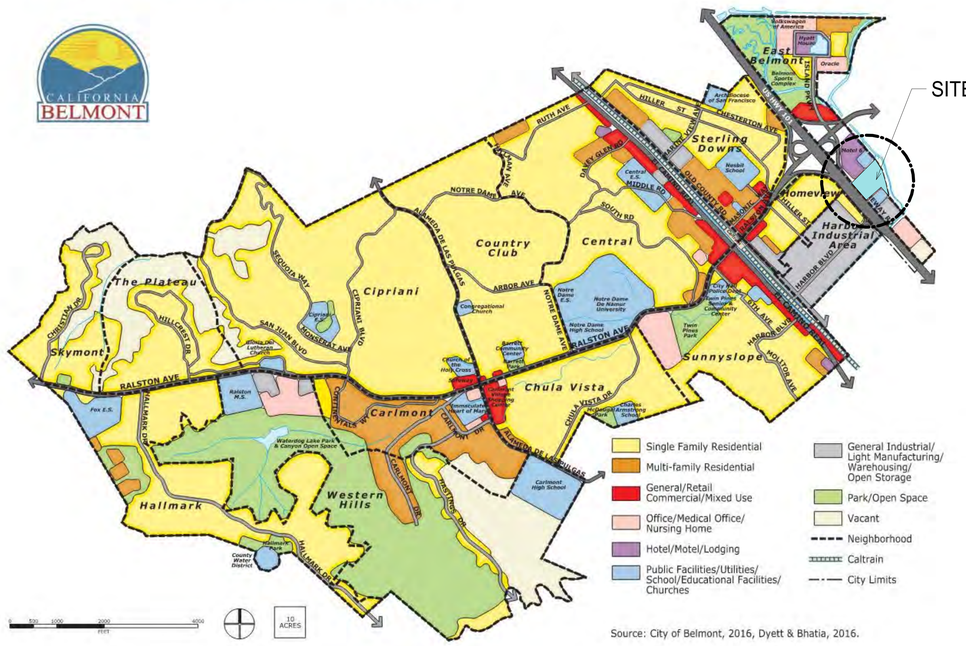
FIGURE 2-1: CITY STRUCTURE AND NEIGHBORHOOD FORM



Source: City of Belmont, 2016, Dyett & Bhatia, 2016.

PROGRAM USE - EXISTING

FIGURE 2-1: CITY STRUCTURE AND NEIGHBORHOOD FORM



Source: City of Belmont, 2016, Dyett & Bhatia, 2016.

PROGRAM USE - PROPOSED

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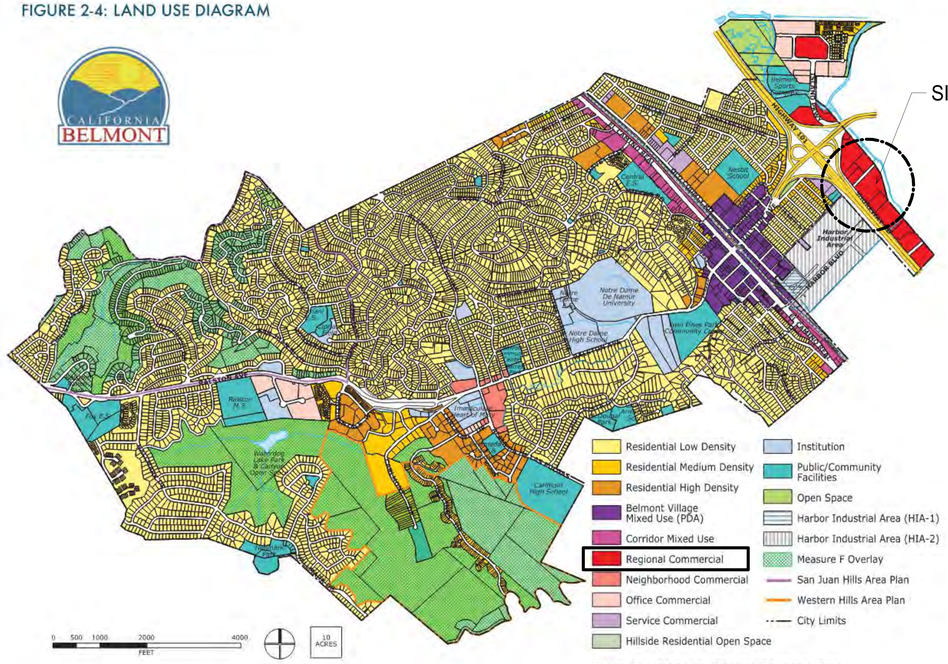
SCALE 1" = 30'-0"

TITLE

GENERAL PLAN COMPLIANCE - PROGRAM USE

GI201.1

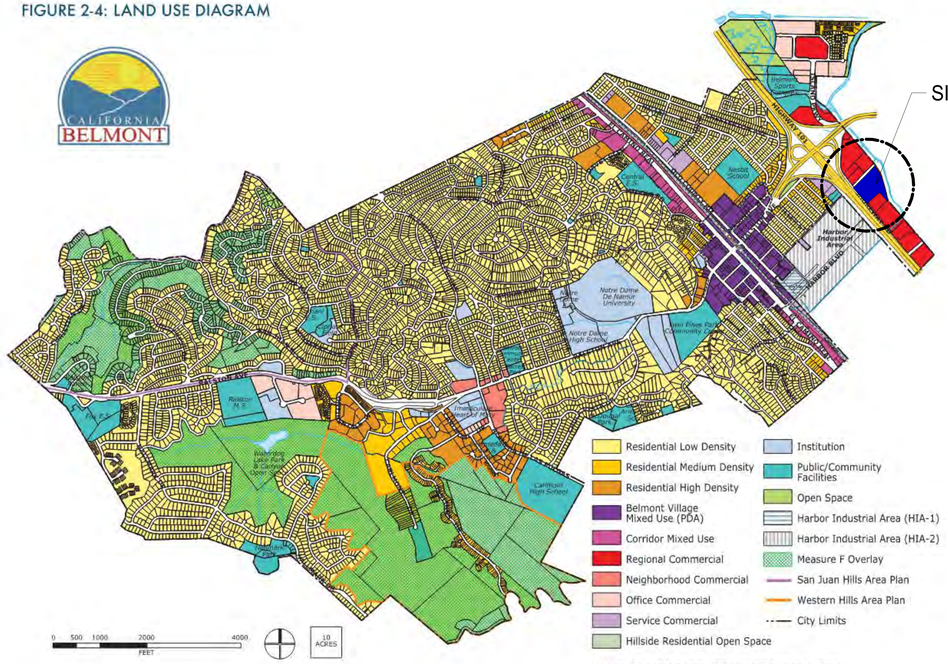
FIGURE 2-4: LAND USE DIAGRAM



Source: City of Belmont, 2017; Dyett & Bhatia, 2017.

ZONING - EXISTING

FIGURE 2-4: LAND USE DIAGRAM



Source: City of Belmont, 2017; Dyett & Bhatia, 2017.

Planned Development (PD)

ZONING - PROPOSED

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RANDALL DOWLER
NO. C23107
REN. 2/28/25
STATE OF CALIFORNIA

KEY PLAN

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE 1" = 30'-0"

TITLE

GENERAL PLAN COMPLIANCE - ZONING

GI201.2



1 SITE PLAN - EXISTING
SCALE: 1/16" = 1'-0"

NORTH

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STATE OF CALIFORNIA

KEY PLAN

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2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

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PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE 1/16" = 1'-0"

TITLE

SITE PLAN - EXISTING

AS100



1 **AERIAL VIEW OF SITE AND ADJACENT PROPERTY**
LOOKING EAST



2 **AERIAL VIEW OF SITE**
SITE ENTRANCE OFF OF SHOREWAY THROUGH SEM LN - LOOKING EAST



3 **STREET VIEW OF EXISTING BUILDING**
EXISTING BUILDING SURFACE PARKING LOT - LOOKING EAST



4 **STREET VIEW OF EXISTING BUILDING**
SHOREWAY AND SEM LN INTERSECTION - LOOKING EAST



KEY PLAN

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KEY PLAN

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

TITLE

SITE PHOTOS

AS100.1



1 VIEW OF (E) 4 STORY BUILDING
INTERSECTION OF SHOREWAY ROAD & SEM LANE - LOOKING EAST



2 ADJACENT PROPERTY (HOTEL)
INTERSECTION OF SHOREWAY ROAD & SEM LANE - LOOKING NORTH



3 VIEW OF (E) 4 STORY BUILDING
END OF SEM LANE @ BELMONT CREEK - LOOKING SOUTH



KEY PLAN



4 VIEW OF BELMONT CREEK
END OF SEM LANE @ BELMONT CREEK - LOOKING NORTH



5 ADJACENT PROPERTY (CITY CORPORATION YARD)
END OF SEM LANE @ BELMONT CREEK - LOOKING WEST



6 VIEW OF (E) 4 STORY BUILDING
SITE ENTRANCE OFF OF SHOREWAY ROAD - LOOKING NORTH



7 VIEW OF ADJACENT PROPERTY (PG&E)
SITE ENTRANCE OFF OF SHOREWAY - LOOKING EAST



8 VIEW OF (E) 4 STORY BUILDING
EASTERNMOST CORNER OF PROPERTY AT TRAIL - LOOKING WEST



9 VIEW OF TRAIL + BELMONT CREEK
EASTERNMOST CORNER OF PROPERTY AT TRAIL - LOOKING WEST

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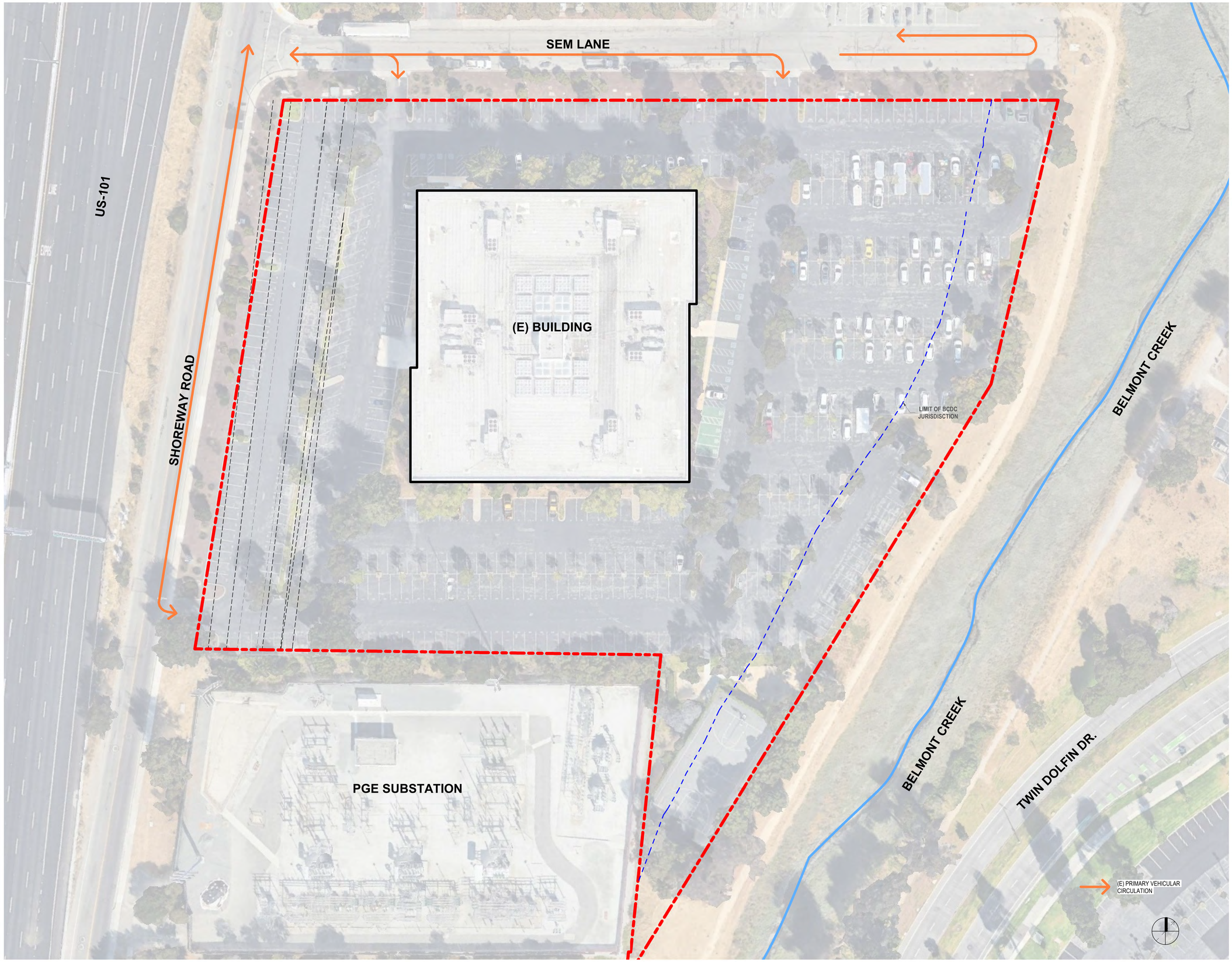
PROJECT NO. 21198

SCALE

TITLE

SITE PHOTOS

AS100.2



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LICENSED ARCHITECT RANDALL DOWLER NO. C23107 REN. 2/28/25 STATE OF CALIFORNIA

KEY PLAN

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT	1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES
PROJECT	1301 SHOREWAY, BELMONT
ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	21198
SCALE	1" = 30'-0"

TITLE

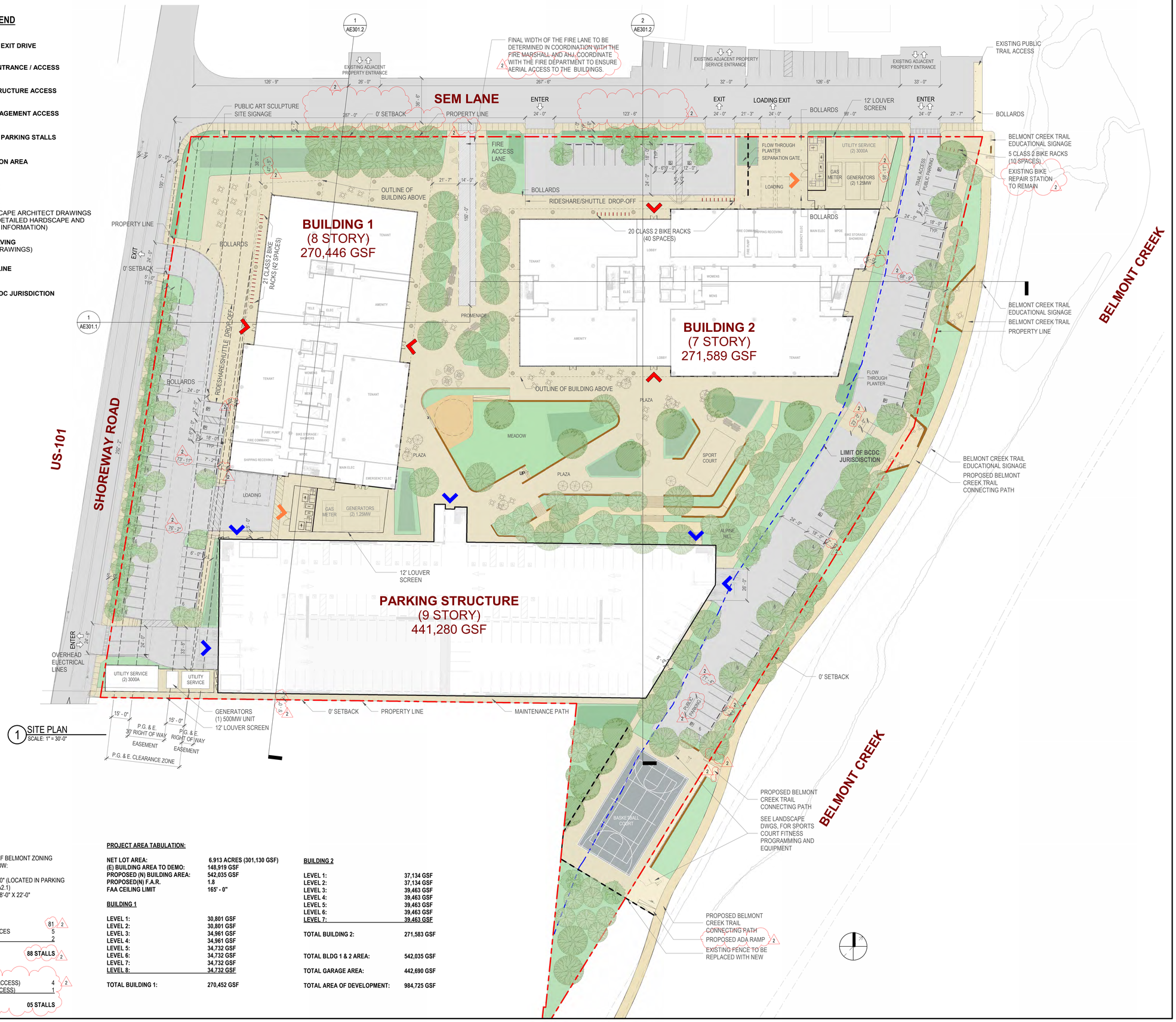
SITE PLAN - EXISTING CIRCULATION

AS100.3

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SITE PLAN LEGEND

- ENTRANCE / EXIT DRIVE
- BUILDING ENTRANCE / ACCESS
- GARAGE STRUCTURE ACCESS
- WASTE MANAGEMENT ACCESS
- 6 — NUMBER OF PARKING STALLS
- BIORETENTION AREA
- LANDSCAPE
- HARDSCAPE (SEE LANDSCAPE ARCHITECT DRAWINGS FOR MORE DETAILED HARDSCAPE AND LANDSCAPE INFORMATION)
- ASPHALT PAVING (SEE CIVIL DRAWINGS)
- PROPERTY LINE
- LIMIT OF BCDC JURISDICTION



1 SITE PLAN
SCALE: 1" = 30'-0"

GENERAL NOTE:

PARKING STALLS PER CITY OF BELMONT ZONING ORDINANCE 8A2.3 IS AS BELOW:
- UNISTALL: 8'-6" X 18'-0"
- COMPACT STALL: 8'-0" X 16'-0" (LOCATED IN PARKING STRUCTURE; SEE SHEET PKA2.1)
- PARALLEL PARKING STALL: 8'-0" X 22'-0"

SURFACE PARKING COUNT:

UNISTALL SPACES	81
STANDARD ACCESSIBLE SPACES	5
VAN ACCESSIBLE SPACES	2
TOTAL:	**88 STALLS**

SURFACE PUBLIC PARKING:

UNISTALL PARKING (CREEK ACCESS)	4
VAN ACCESSIBLE (CREEK ACCESS)	1
TOTAL:	**05 STALLS**

PROJECT AREA TABULATION:

NET LOT AREA:	**6.913 ACRES (301,130 GSF)**
(E) BUILDING AREA TO DEMO:	**148,919 GSF**
PROPOSED (N) BUILDING AREA:	**542,035 GSF**
PROPOSED(N) F.A.R.	**1.8**
FAA CEILING LIMIT	**165' - 0"**

BUILDING 1

LEVEL 1:	**30,801 GSF**
LEVEL 2:	**30,801 GSF**
LEVEL 3:	**34,961 GSF**
LEVEL 4:	**34,961 GSF**
LEVEL 5:	**34,732 GSF**
LEVEL 6:	**34,732 GSF**
LEVEL 7:	**34,732 GSF**
LEVEL 8:	**34,732 GSF**
TOTAL BUILDING 1:	**270,452 GSF**

BUILDING 2

LEVEL 1:	**37,134 GSF**
LEVEL 2:	**37,134 GSF**
LEVEL 3:	**39,463 GSF**
LEVEL 4:	**39,463 GSF**
LEVEL 5:	**39,463 GSF**
LEVEL 6:	**39,463 GSF**
LEVEL 7:	**39,463 GSF**
TOTAL BUILDING 2:	**271,583 GSF**
TOTAL BLDG 1 & 2 AREA:	**542,035 GSF**
TOTAL GARAGE AREA:	**442,690 GSF**
TOTAL AREA OF DEVELOPMENT:	**984,725 GSF**

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1720 8th Street, Sacramento, CA 95811 916-441-6800

CONSULTANTS

Civil Engineer
BKF ENGINEERS
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SAN JOSE, CA 95112
408.314.4561

MEP / Lighting / T24
EXP, INC.
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SAN FRANCISCO, CA 94104
415.362.5025

Landscape Architect
SWA
530 BUSH STREET, 6TH FL.
SAN FRANCISCO, CA 94108
415.254.4652

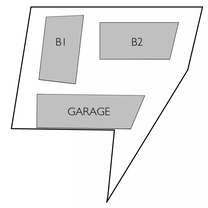
Structural Engineer
KPFF Consulting Engineers
45 FREMONT STREET, 28th FL.
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415.989.1004

Parking
Watry Design, Inc.
2099 GATEWAY PLACE, SUITE 550
SAN JOSE, CA 95110
833.917.7275

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LICENSED ARCHITECT — RANDALL DOWLER — NO. C23107 — REN. 2/28/25 — STATE OF CALIFORNIA

KEY PLAN



NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

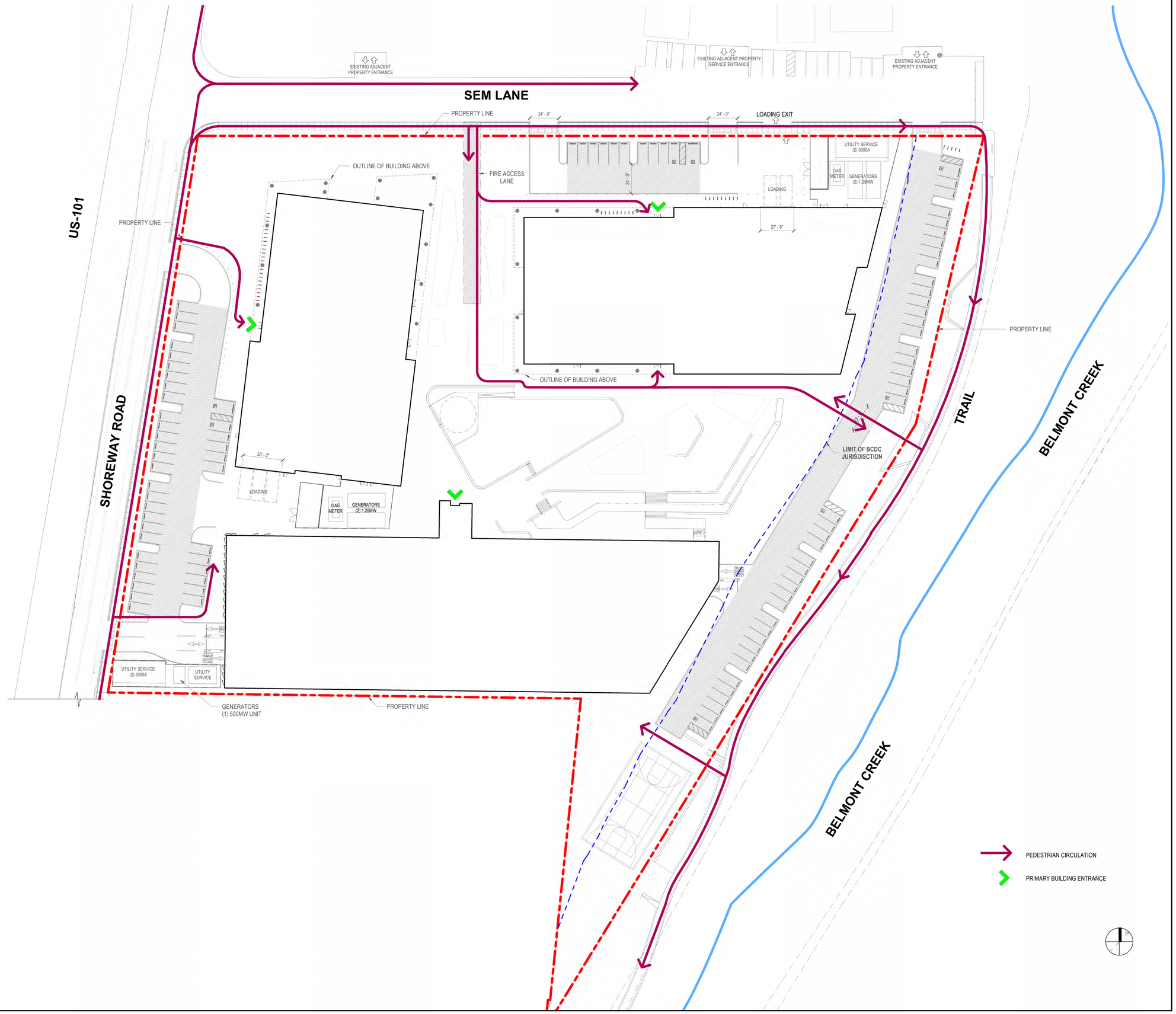
FOUR CORNERS properties

CLIENT	1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES
PROJECT	1301 SHOREWAY, BELMONT
ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	21198
SCALE	1" = 30'-0"

TITLE

ARCHITECTURAL SITE PLAN

AS101



DGA planning | architecture | interiors

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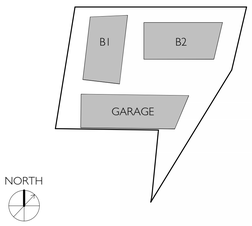
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RANDALL DOWLER
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STATE OF CALIFORNIA

KEY PLAN



NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT: 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT: 1301 SHOREWAY, BELMONT

ADDRESS: 1301 SHOREWAY ROAD, BELMONT, CA 94002

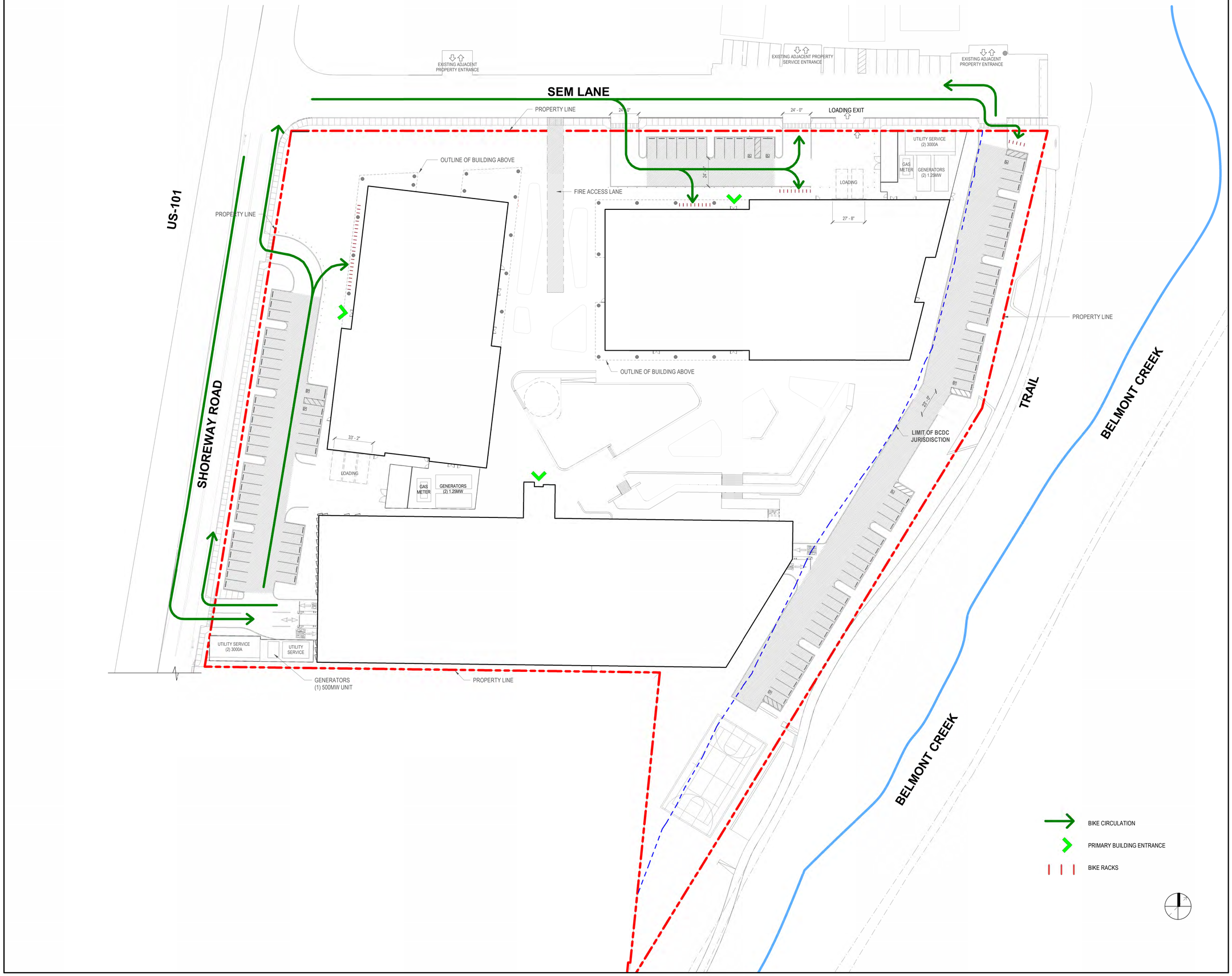
PROJECT NO.: 21198

SCALE: 1" = 30'-0"

TITLE

SITE PLAN - PEDESTRIAN ACCESS

AS102.1



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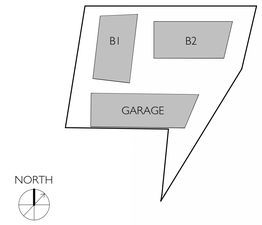
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1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

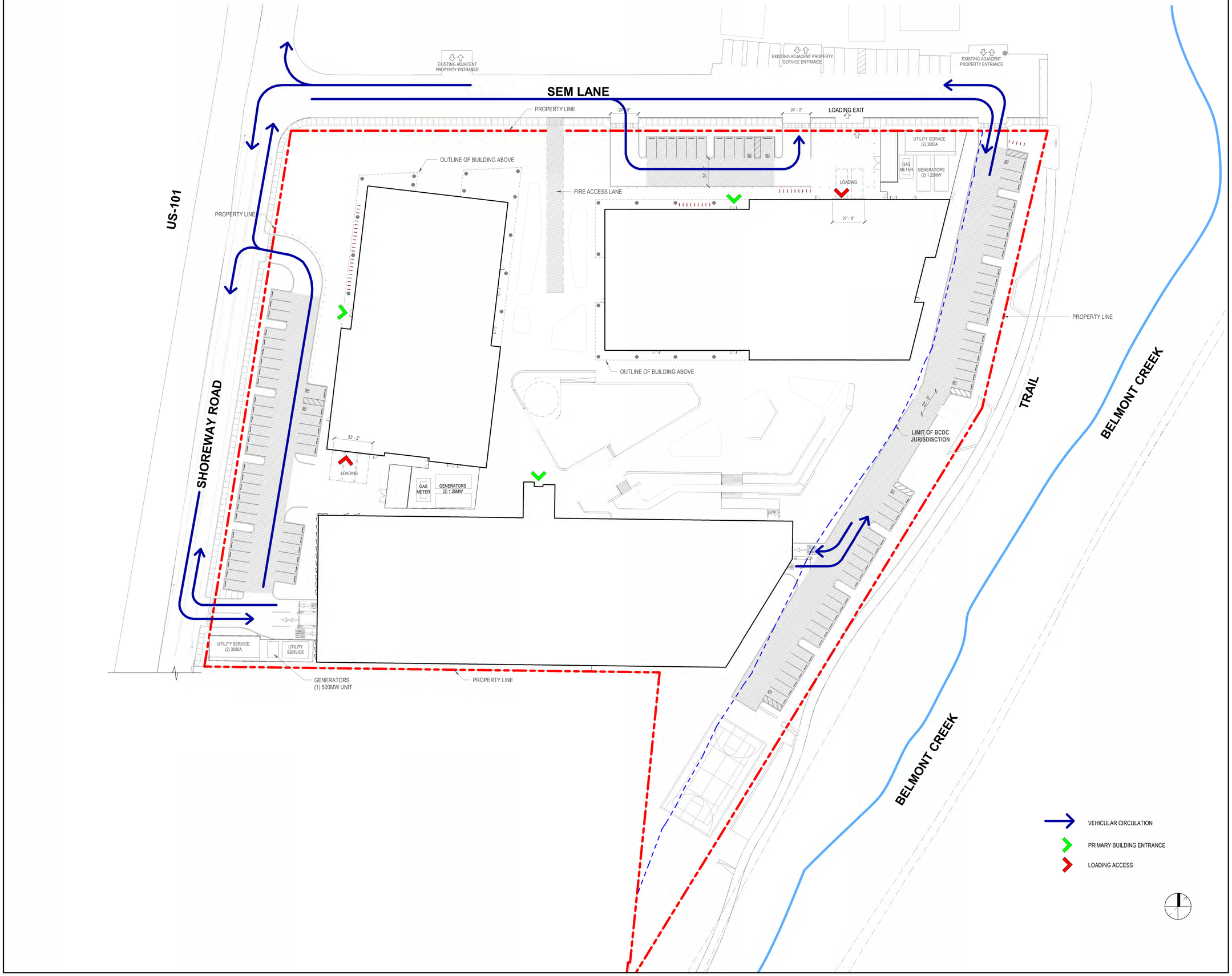
PROJECT NO. 21198

SCALE 1" = 30'-0"

TITLE

SITE PLAN - BIKE ACCESS

AS102.2



DGA planning | architecture | interiors

550 Ellis Street, Mountain View, CA 94043	650-943-1660
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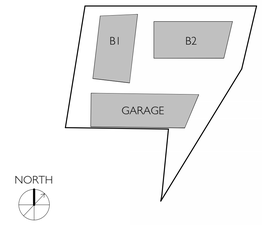
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KEY PLAN



NORTH

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1	PD APPLICATION	06.07.24

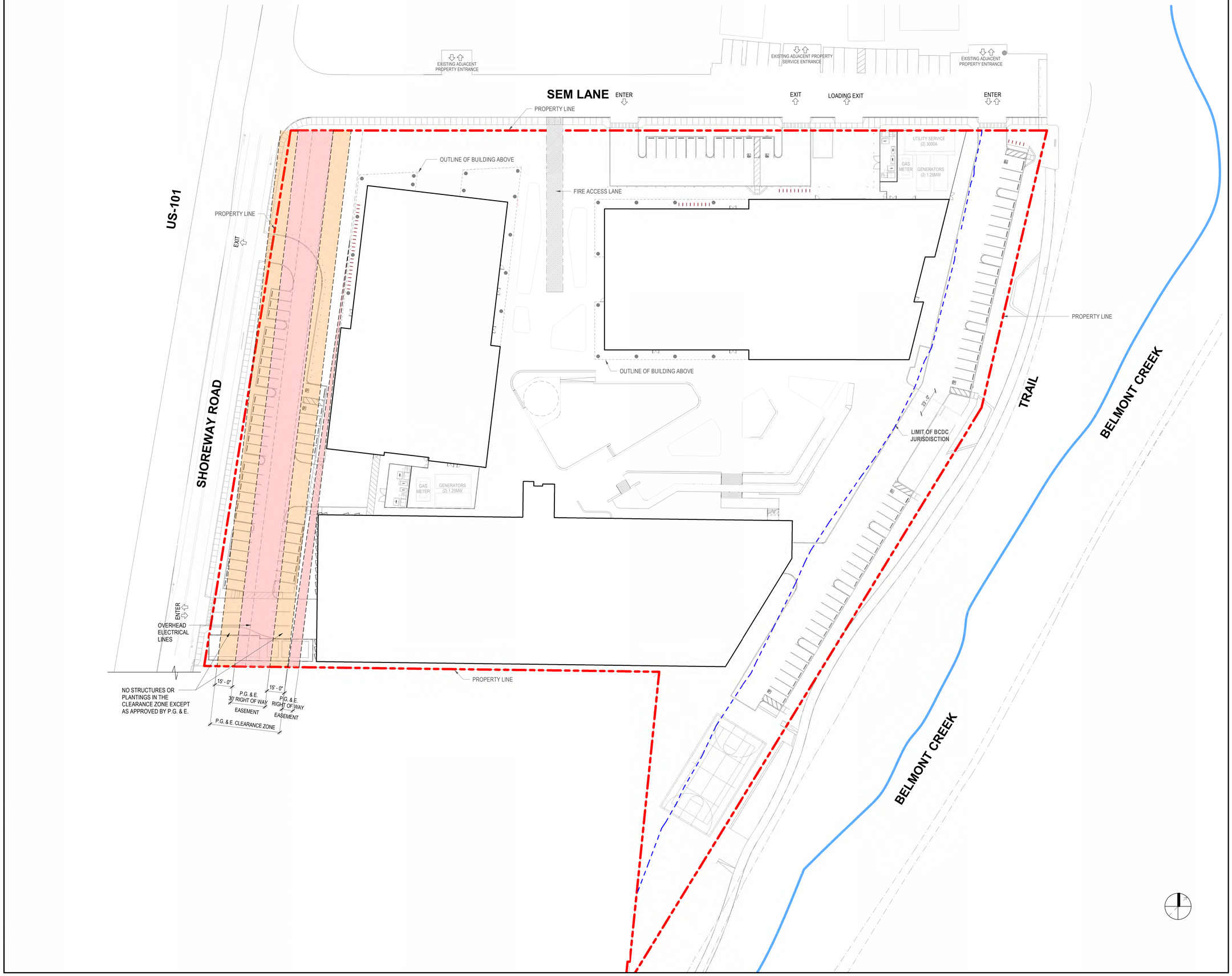
FOUR CORNERS properties

CLIENT	1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES
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ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	21198
SCALE	1" = 30'-0"

TITLE

SITE PLAN - VEHICULAR ACCESS

AS102.3



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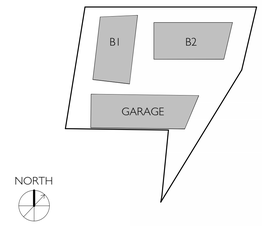
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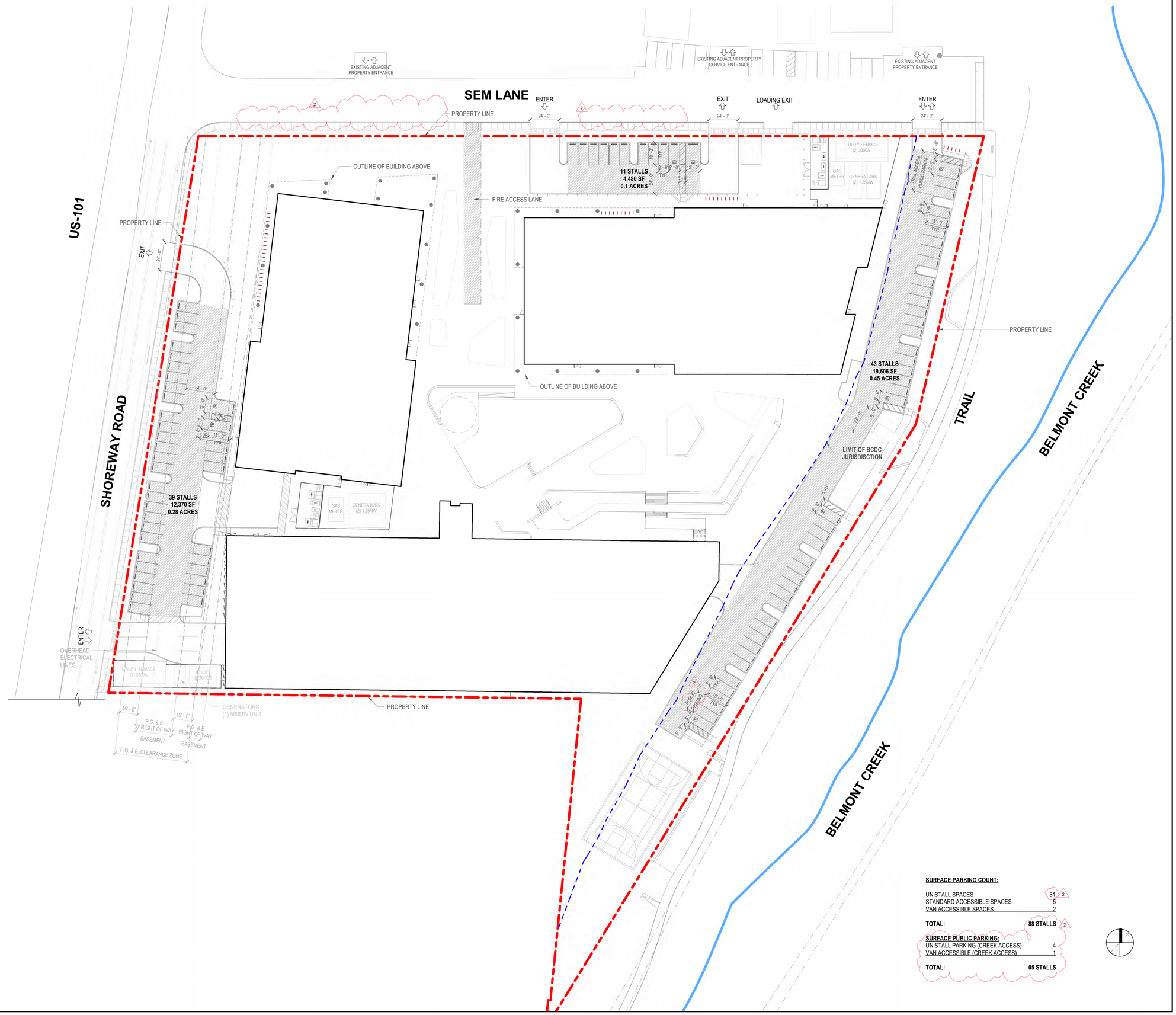
NO.	DESCRIPTION	DATE
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1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT	1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES
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ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	21198
SCALE	1" = 30'-0"
TITLE	

SITE EASEMENTS

AS103



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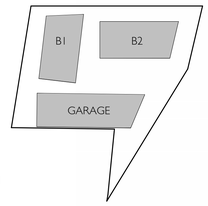
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KEY PLAN



NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

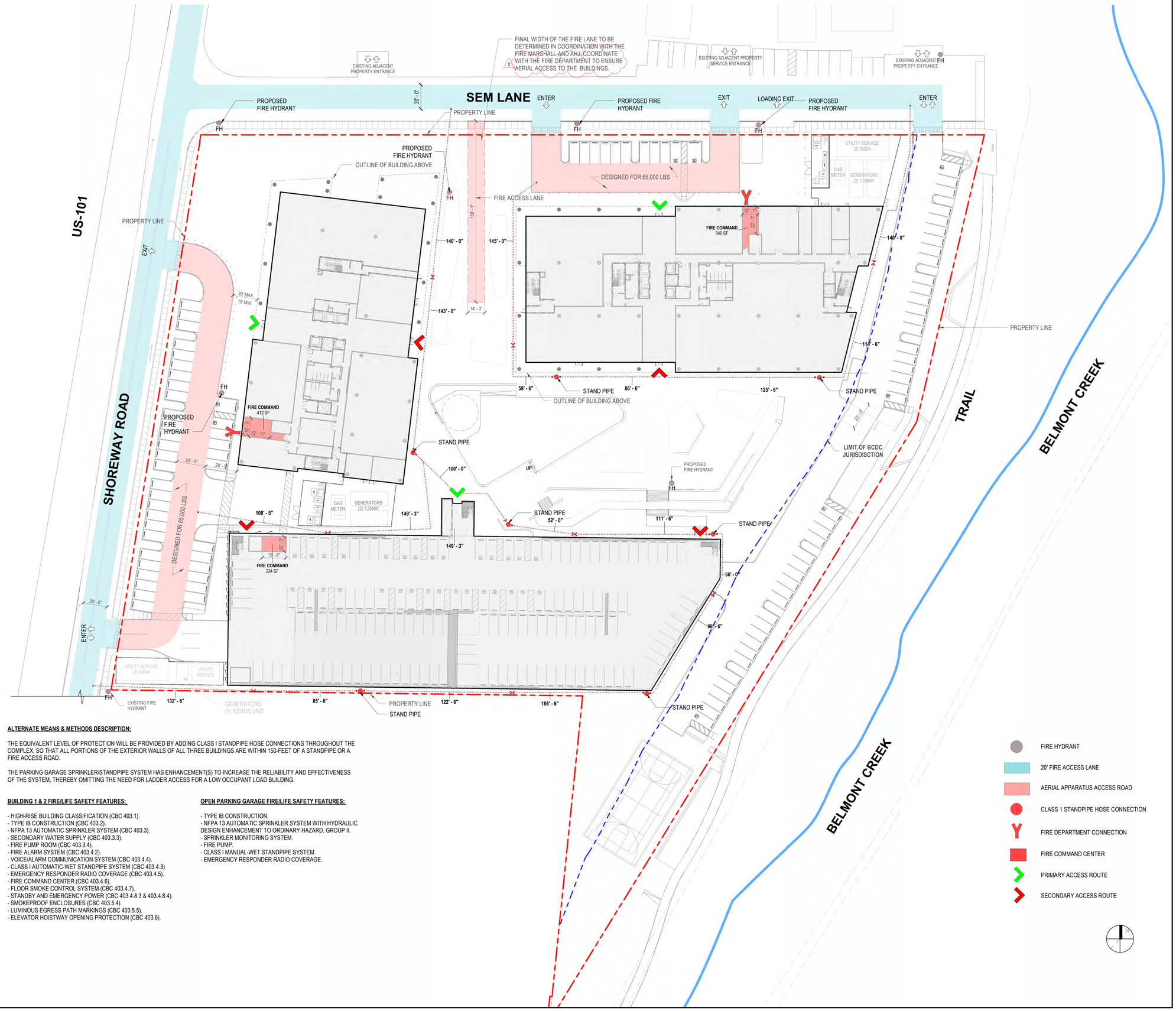
PROJECT NO. 21198

SCALE 1" = 30'-0"

TITLE

SURFACE PARKING

AS104



ALTERNATE MEANS & METHODS DESCRIPTION:

THE EQUIVALENT LEVEL OF PROTECTION WILL BE PROVIDED BY ADDING CLASS I STANDPIPE HOSE CONNECTIONS THROUGHOUT THE COMPLEX, SO THAT ALL PORTIONS OF THE EXTERIOR WALLS OF ALL THREE BUILDINGS ARE WITHIN 150-FEET OF A STANDPIPE OR A FIRE ACCESS ROAD.

THE PARKING GARAGE SPRINKLER/STANDPIPE SYSTEM HAS ENHANCEMENT(S) TO INCREASE THE RELIABILITY AND EFFECTIVENESS OF THE SYSTEM, THEREBY OMITTING THE NEED FOR LADDER ACCESS FOR A LOW OCCUPANT LOAD BUILDING.

BUILDING 1 & 2 FIRE/LIFE SAFETY FEATURES:

- HIGH-RISE BUILDING CLASSIFICATION (CBC 403.1).
- TYPE IB CONSTRUCTION (CBC 403.2).
- NFPA 13 AUTOMATIC SPRINKLER SYSTEM (CBC 403.3).
- SECONDARY WATER SUPPLY (CBC 403.3.3).
- FIRE PUMP ROOM (CBC 403.3.4).
- FIRE ALARM SYSTEM (CBC 403.4.2).
- VOICE/ALARM COMMUNICATION SYSTEM (CBC 403.4.4).
- CLASS I AUTOMATIC-WET STANDPIPE SYSTEM (CBC 403.4.3)
- EMERGENCY RESPONDER RADIO COVERAGE (CBC 403.4.5).
- FIRE COMMAND CENTER (CBC 403.4.6).
- FLOOR SMOKE CONTROL SYSTEM (CBC 403.4.7).
- STANDBY AND EMERGENCY POWER (CBC 403.4.8.3 & 403.4.8.4).
- SMOKEPROOF ENCLOSURES (CBC 403.5.4).
- LUMINOUS EGRESS PATH MARKINGS (CBC 403.5.5).
- ELEVATOR HOISTWAY OPENING PROTECTION (CBC 403.6).

OPEN PARKING GARAGE FIRE/LIFE SAFETY FEATURES:

- TYPE IB CONSTRUCTION.
- NFPA 13 AUTOMATIC SPRINKLER SYSTEM WITH HYDRAULIC DESIGN ENHANCEMENT TO ORDINARY HAZARD, GROUP II.
- SPRINKLER MONITORING SYSTEM.
- FIRE PUMP.
- CLASS I MANUAL-WET STANDPIPE SYSTEM.
- EMERGENCY RESPONDER RADIO COVERAGE.

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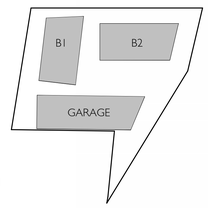
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KEY PLAN



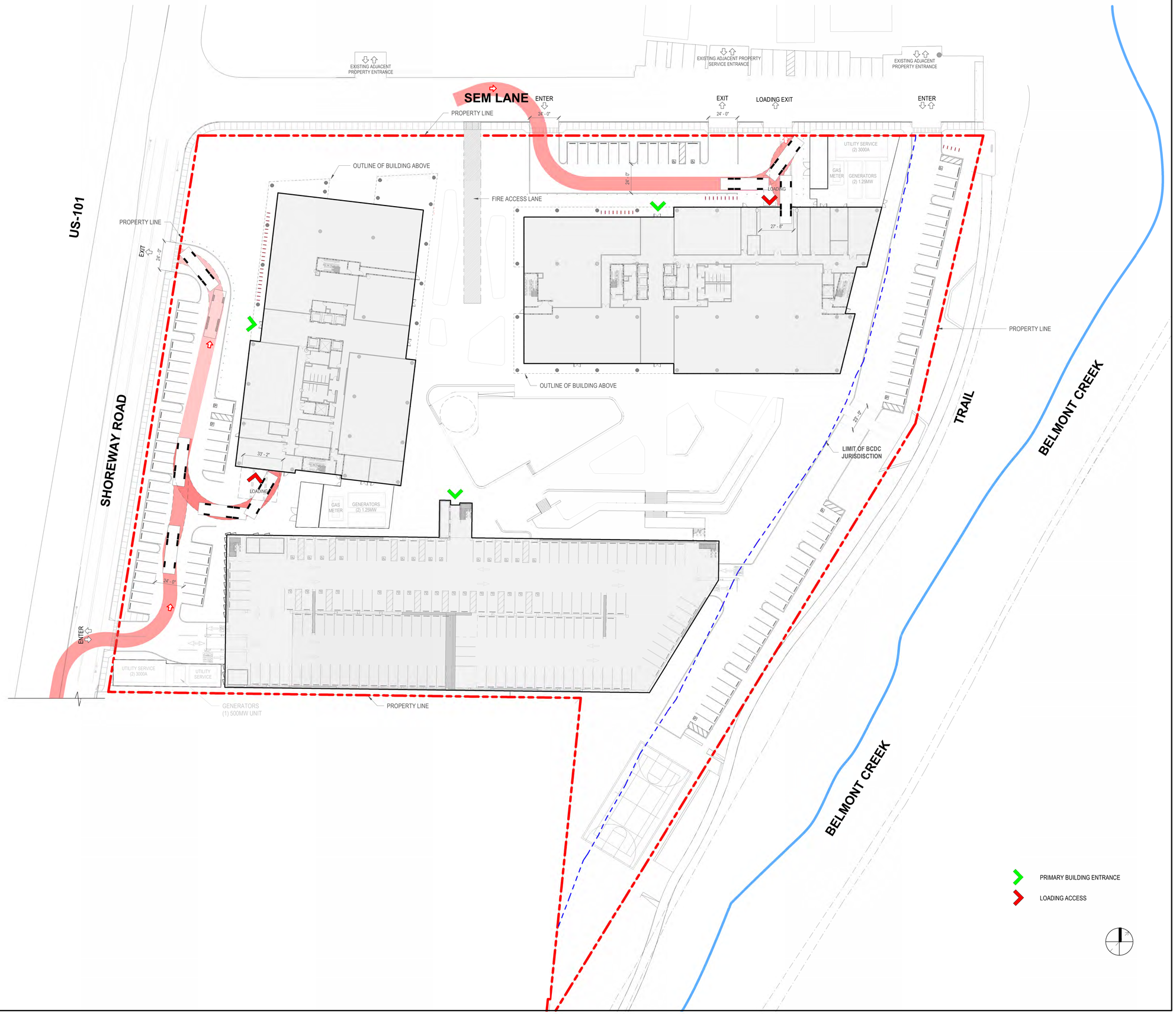
NORTH

NO.	DESCRIPTION	DATE
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1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT	1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES
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ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	21198
SCALE	1" = 30'-0"
TITLE	SITE PLAN - FIRE ACCESS

AS105



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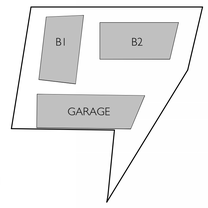
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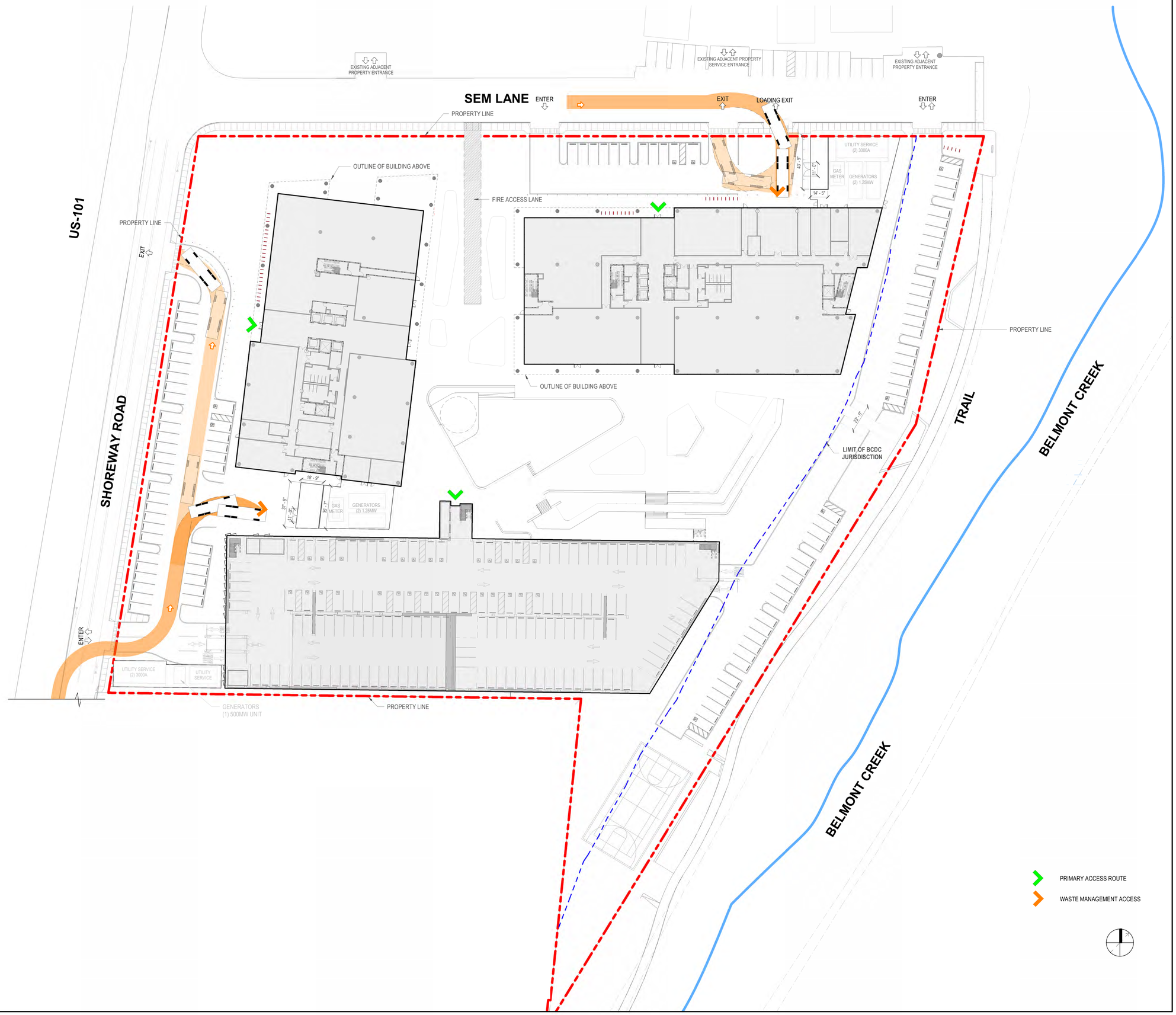
FOUR CORNERS properties

CLIENT	1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES
PROJECT	1301 SHOREWAY, BELMONT
ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	21198
SCALE	1" = 30'-0"

TITLE

SITE PLAN - LOADING ACCESS

AS106



DGA planning | architecture | interiors

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201 Filbert Street, 3rd Floor, San Francisco, CA 94133 415-477-2700
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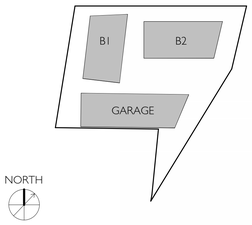
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FOUR CORNERS properties

CLIENT: 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT: 1301 SHOREWAY, BELMONT

ADDRESS: 1301 SHOREWAY ROAD, BELMONT, CA 94002

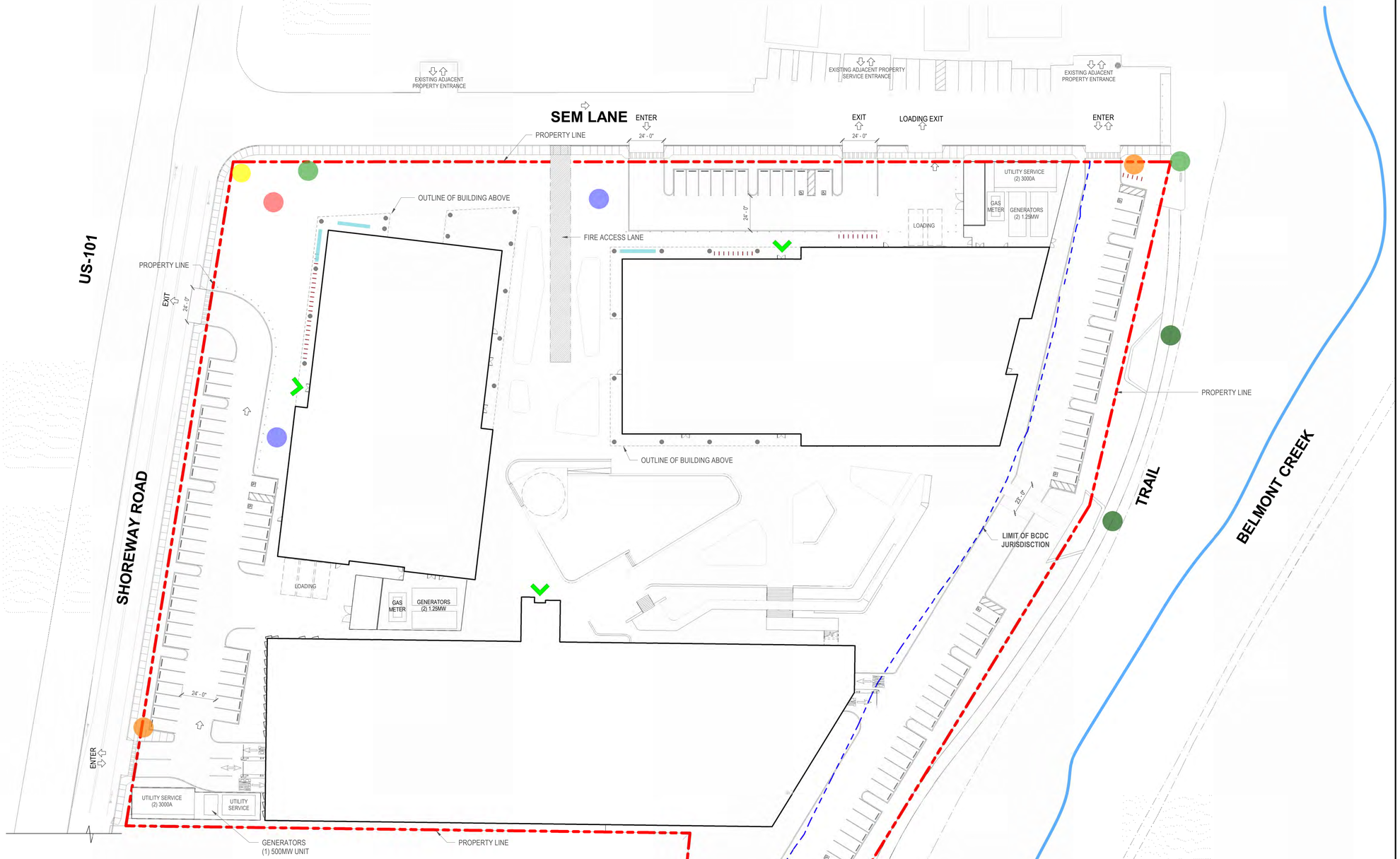
PROJECT NO.: 21198

SCALE: 1" = 30'-0"

TITLE

SITE PLAN - WASTE MANAGEMENT ACCESS

AS107



PRELIMINARY SIGNAGE PLAN LEGEND

SYMBOL	SIGNAGE TYPE	DIMENSIONS	QTY.	INDIVIDUAL AREA	APPROX. TOTAL AREA	MATERIAL	FONT	LIGHTING	ADDITIONAL NOTES
	PRIMARY BUILDING ENTRANCE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	PUBLIC ART SCULPTURE	TBD	N/A	N/A	N/A	TBD	N/A	INT/EXT LED	
	BELMONT CREEK TRAIL EDUCATIONAL SIGNAGE	APPROX. 4'-0" HT.	2	16 SF	32 SF	COMPOSITE/METAL/ WOOD/CONCRETE	SANS SERIF	N/A	
	BELMONT CREEK TRAIL WAYFINDING/ DIRECTIONAL SIGNAGE	APPROX. 6'-0" HT.	2	36 SF	72 SF	COMPOSITE/METAL/ WOOD/CONCRETE	SANS SERIF	N/A	
	PRIMARY CAMPUS MONUMENT SIGN	APPROX. 8'-0" HT.	1	64 SF	64 SF	COMPOSITE/METAL/ WOOD/CONCRETE	SANS SERIF	INT/EXT LED	
	SECONDARY CAMPUS MONUMENT SIGN	APPROX. 6'-0" HT.	2	36 SF	72 SF	COMPOSITE/METAL/ WOOD/CONCRETE	SANS SERIF	INT/EXT LED	TO INCLUDE WAYFINDING INFORMATION
	BUILDING MONUMENT SIGN	APPROX. 9'-0" HT.	2	145 SF	290 SF	COMPOSITE/METAL/ WOOD/CONCRETE	SANS SERIF	INT/EXT LED	TO INCLUDE TENANT NAMES
	TENANT SIGN: a. SUSPENDED BELOW SOFFIT b. ON ROOF c. ON BLDG ENTRY CANOPY	VARIES, SEE ELEVATIONS	a. 3 b. 3 c. 4	a. 184 SF b. 216 SF c. 30 SF	a. 552 SF b. 648 SF c. 120 SF	COMPOSITE/METAL/ WOOD/CONCRETE	SANS SERIF	INT/EXT LED	
		APPROX. TOTAL SF:			**1850 SF**				

GENERAL NOTES:

1. ALL EXISTING SIGNAGE ON THE PROPERTY SHALL BE REMOVED AND REPLACED WITH NEW SIGNAGE.
2. ALL REQUIRED CODE-COMPLIANT SIGNAGE SHALL BE PROVIDED AS SPECIFIED.
3. ADDITIONAL SUPPLEMENTARY WAYFINDING SIGNAGE WILL BE INCLUDED IN THE DEFERRED MASTER SIGNAGE PROGRAM APPLICATION.
4. PROPOSED SIGNAGE MUST NOT OBSTRUCT VEHICULAR SIGHT TRIANGLES WHERE APPLICABLE.

PROPOSED SIGNAGE SQUARE FOOTAGE

SIGN TYPE	AREA	QTY	TOTAL
PRIMARY CAMPUS MONUMENT SIGN	64	1	64
SECONDARY CAMPUS MONUMENT SIGN	72	2	144
BUILDING MONUMENT SIGN	290	1	290
TENANT SIGN	216	2	432
TENANT SIGN	168	4	672
TENANT SIGN	145	3	434
	TOTAL		2,036

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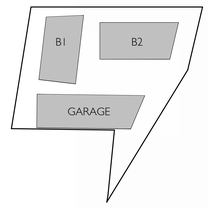
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833.917.7275

STAMP

LICENSED ARCHITECT
RANDALL DOWLER
NO. C23107
REN. 2/28/25
STATE OF CALIFORNIA

KEY PLAN



NORTH

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25

FOUR CORNERS properties

CLIENT	1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES
PROJECT	1301 SHOREWAY, BELMONT
ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	21198
SCALE	1" = 30'-0"

TITLE

SITE PLAN - SIGNAGE AND PUBLIC ART

2

AS108



BUILDING 1 - LEVEL 1

BUILDING 2 - LEVEL 1

PROJECT AREA TABULATION:

NET LOT AREA:	6.913 ACRES (301,130 GSF)
(E) BUILDING AREA TO DEMO:	148,919 GSF
PROPOSED (N) BUILDING AREA:	542,035 GSF
PROPOSED(N) F.A.R.	1.8
FAA CEILING LIMIT	165' - 0"

BUILDING 1

LEVEL 1:	30,801 GSF
LEVEL 2:	30,801 GSF
LEVEL 3:	34,961 GSF
LEVEL 4:	34,961 GSF
LEVEL 5:	34,732 GSF
LEVEL 6:	34,732 GSF
LEVEL 7:	34,732 GSF
LEVEL 8:	34,732 GSF
TOTAL BUILDING 1:	270,452 GSF

BUILDING 2

LEVEL 1:	37,134 GSF
LEVEL 2:	37,134 GSF
LEVEL 3:	39,463 GSF
LEVEL 4:	39,463 GSF
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TOTAL BUILDING 2:	271,583 GSF
TOTAL BLDG 1 & 2 AREA:	542,035 GSF
TOTAL GARAGE AREA:	442,690 GSF
TOTAL AREA OF DEVELOPMENT:	984,725 GSF

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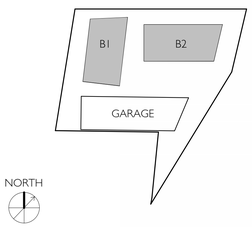
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2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

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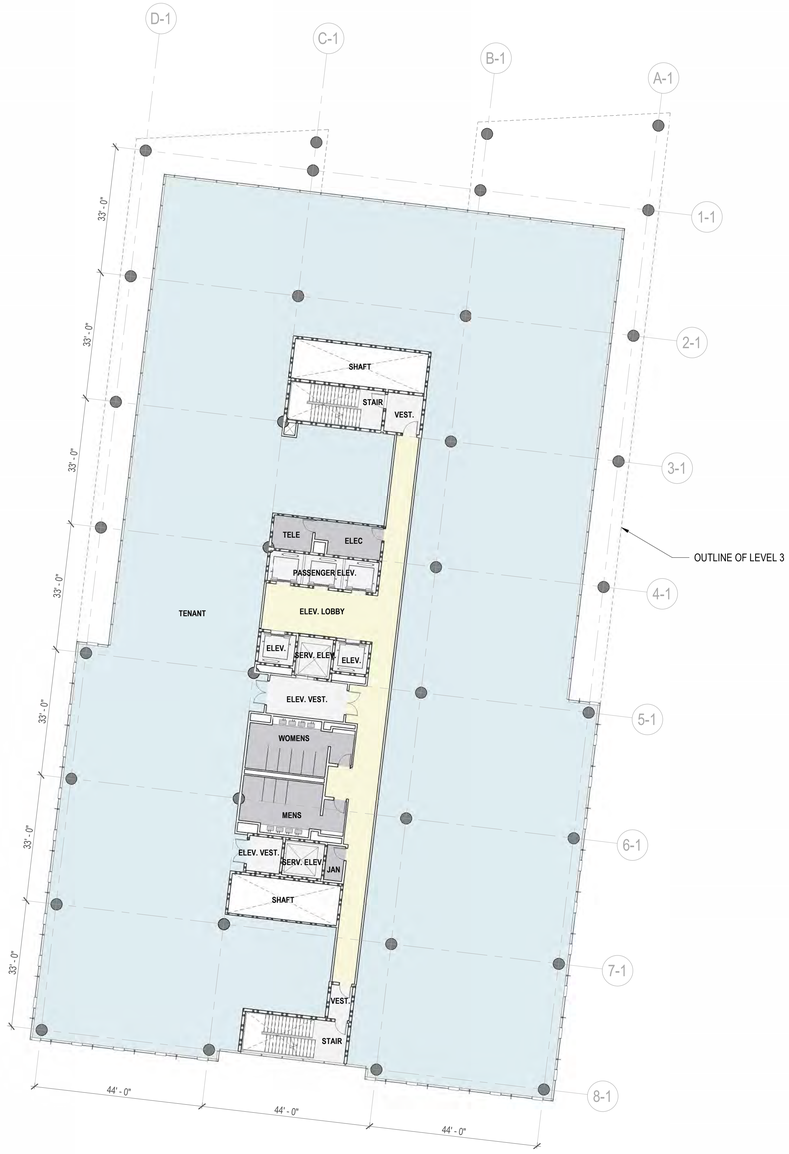
PROJECT NO. 21198

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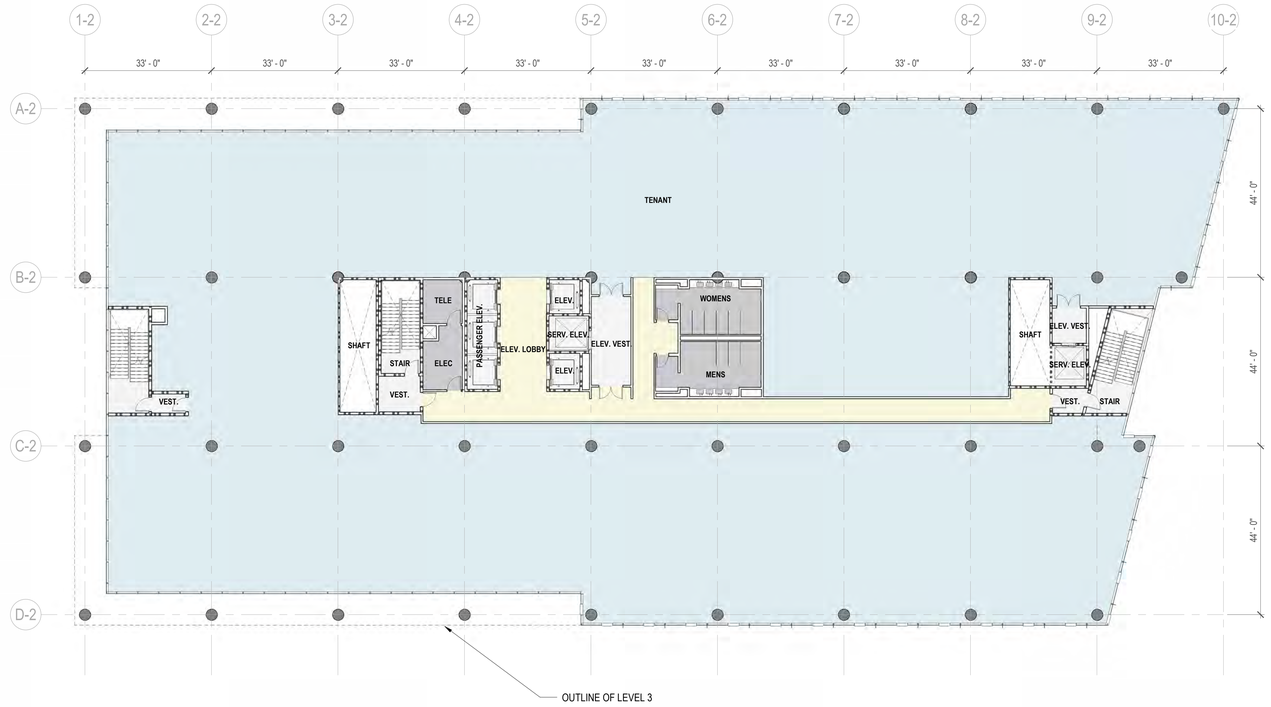
TITLE

FLOOR PLAN - LEVEL 1

AE101.1



BUILDING 1 - LEVEL 2



BUILDING 2 - LEVEL 2

PROJECT AREA TABULATION:

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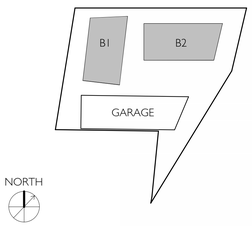
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1	PD APPLICATION	06.07.24

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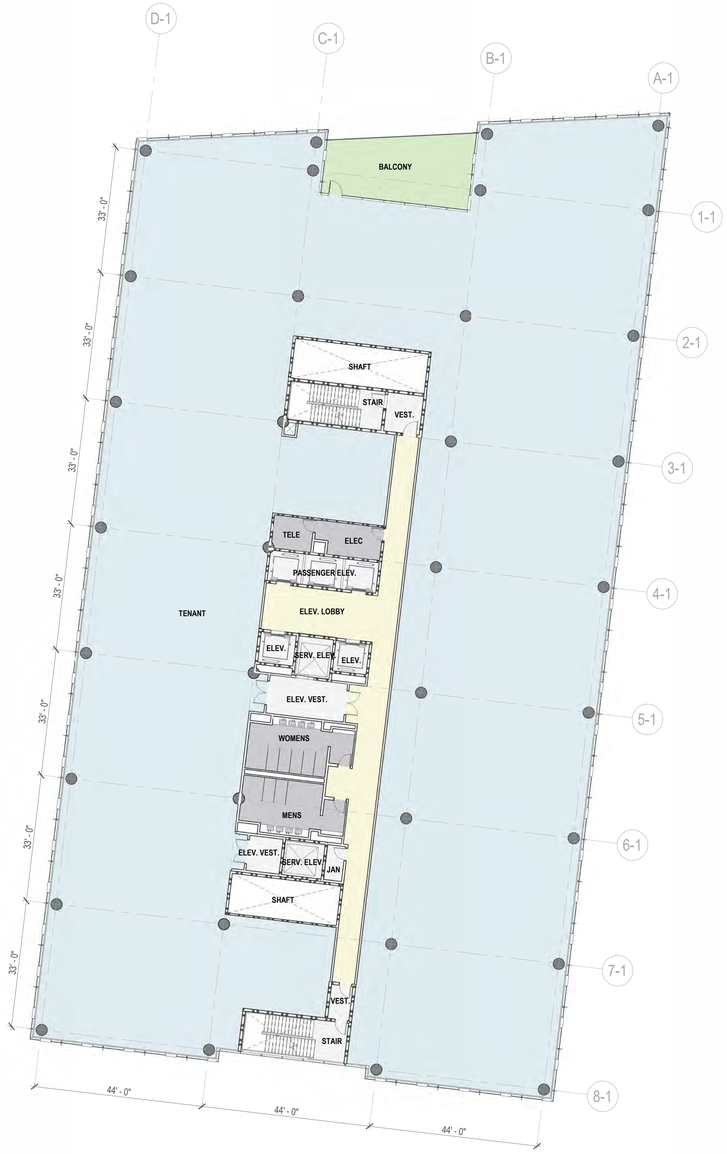
PROJECT NO. 21198

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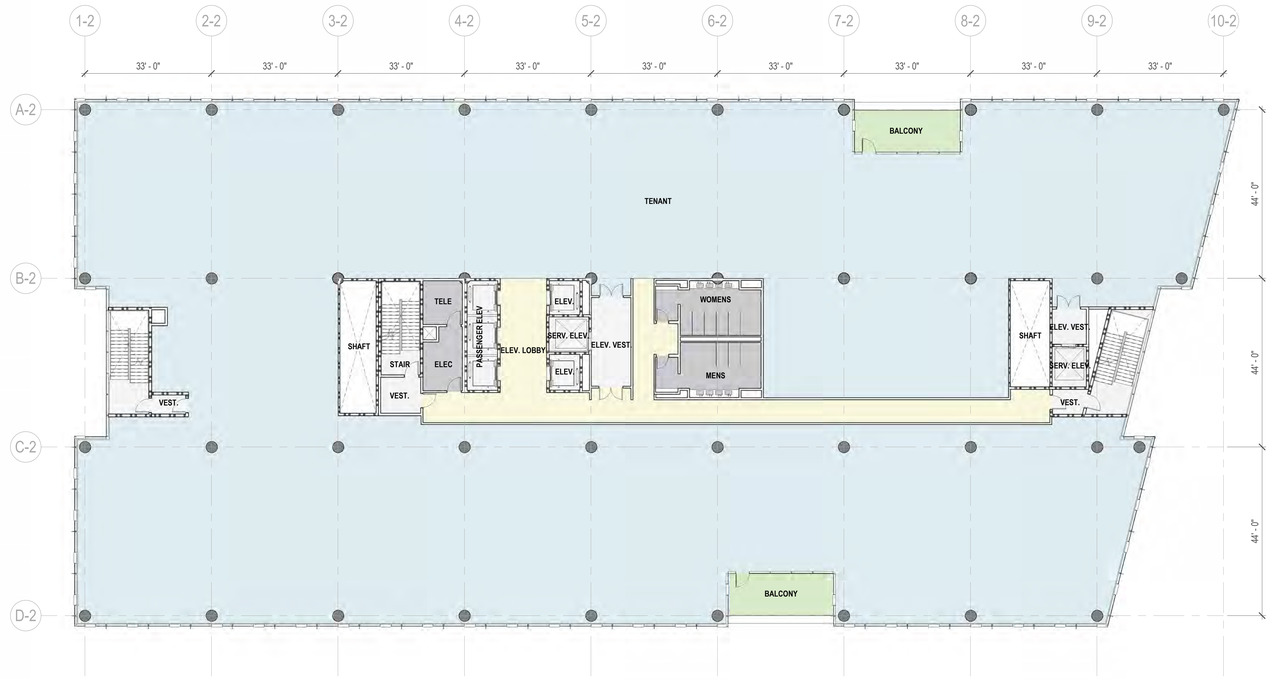
TITLE

FLOOR PLAN - LEVEL 2

AE101.2



BUILDING 1 - LEVELS 3 - 4



BUILDING 2 - LEVELS 3 - 4

PROJECT AREA TABULATION:

NET LOT AREA:	6.913 ACRES (301,130 GSF)
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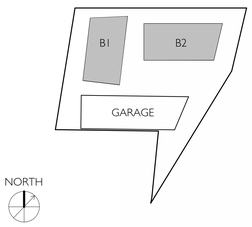
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1	PD APPLICATION	06.07.24

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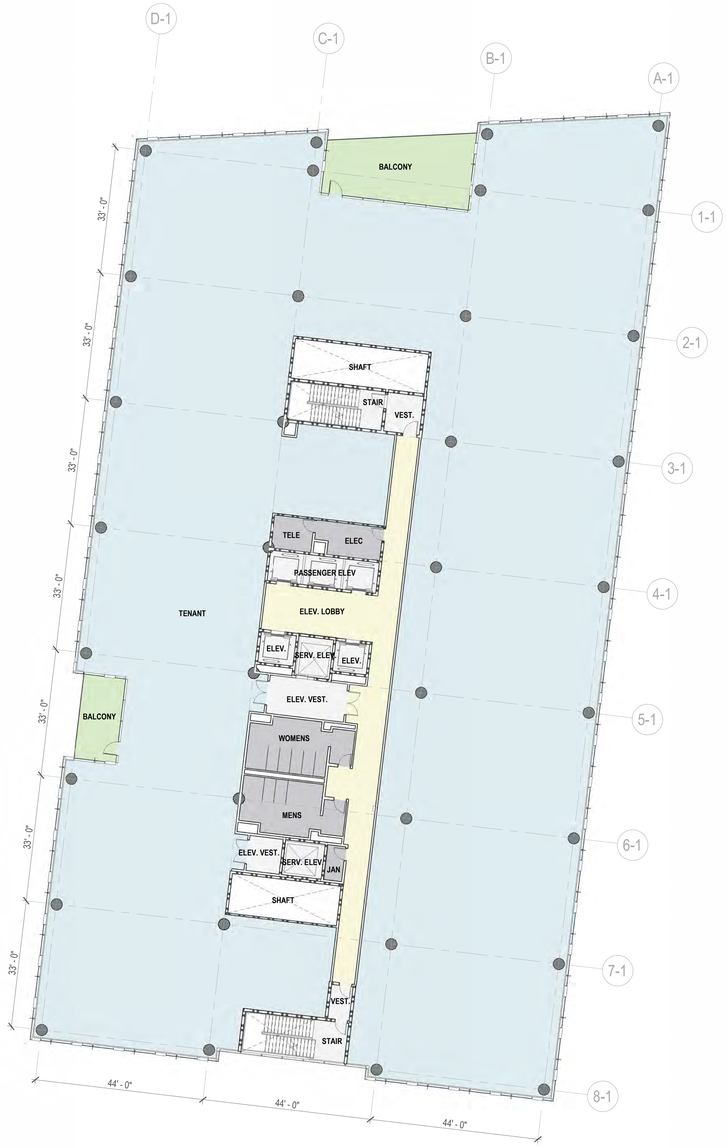
PROJECT NO. 21198

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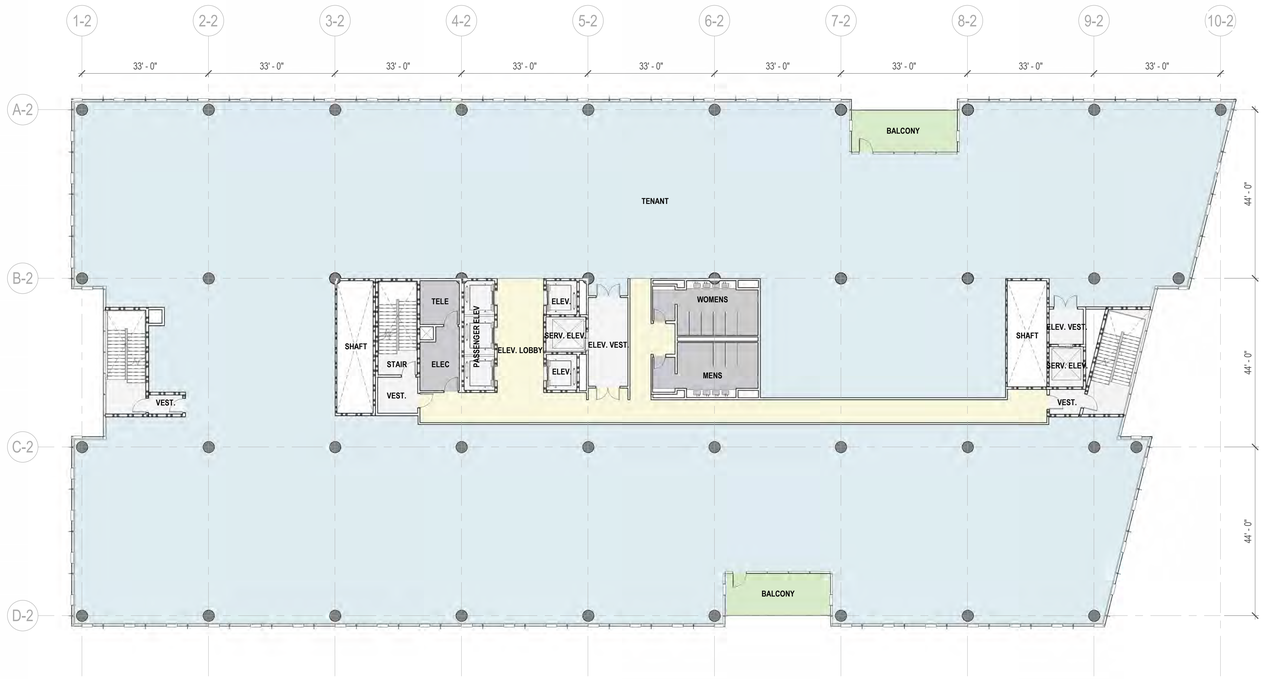
TITLE

FLOOR PLAN - LEVELS 3 - 4

AE101.3



BUILDING 1 - LEVELS 5 - 8



BUILDING 2 - LEVELS 5 - 7

PROJECT AREA TABULATION:

NET LOT AREA:	6.913 ACRES (301,130 GSF)
(E) BUILDING AREA TO DEMO:	148,919 GSF
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TOTAL BUILDING 1:	270,452 GSF

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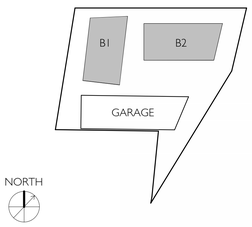
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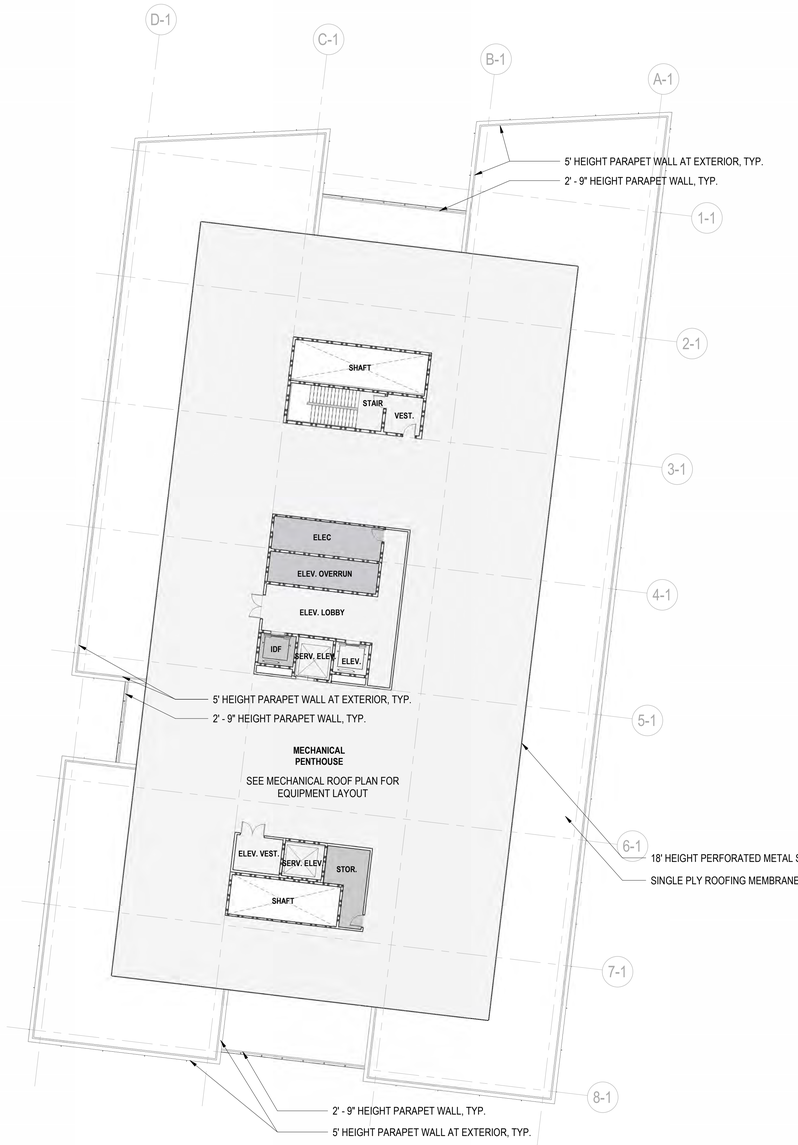
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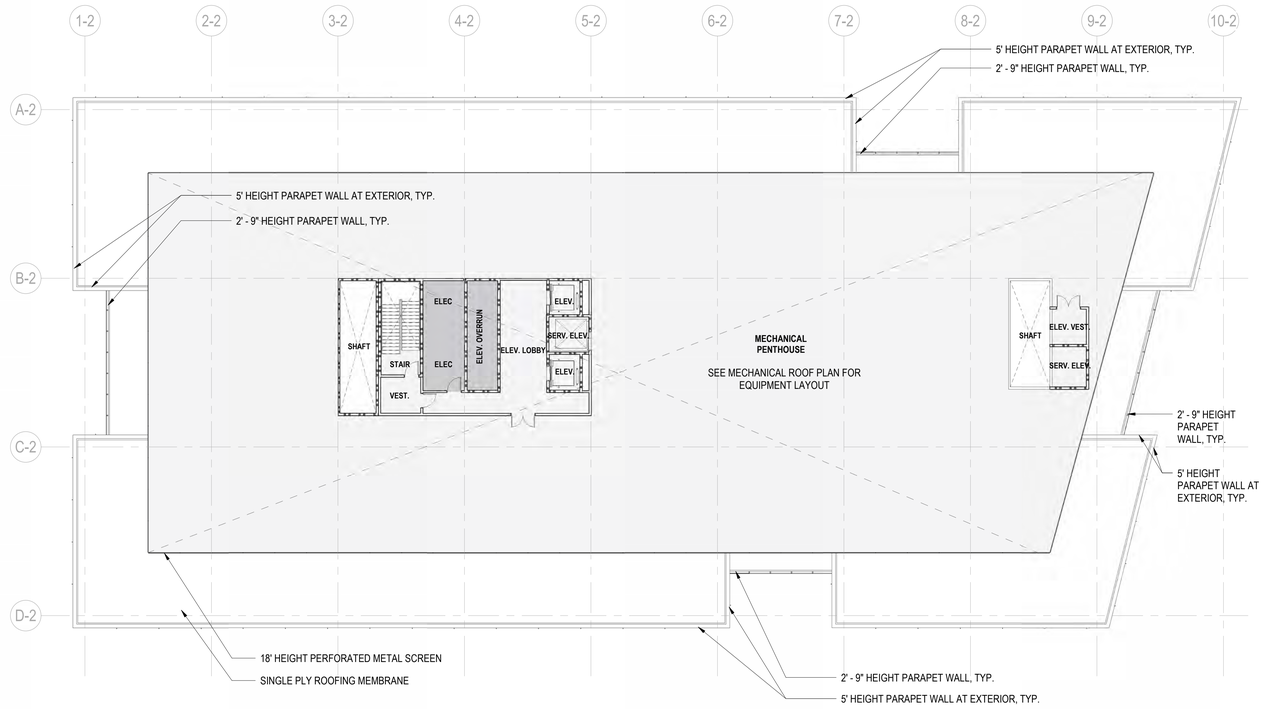
TITLE

FLOOR PLAN - LEVELS 5 - 8

AE101.4



BUILDING 1 - ROOF LEVEL



BUILDING 2 - ROOF LEVEL

PROJECT AREA TABULATION:

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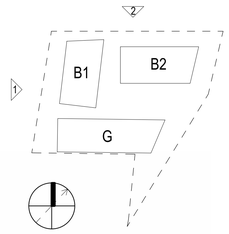
SCALE 1/16" = 1'-0"

TITLE

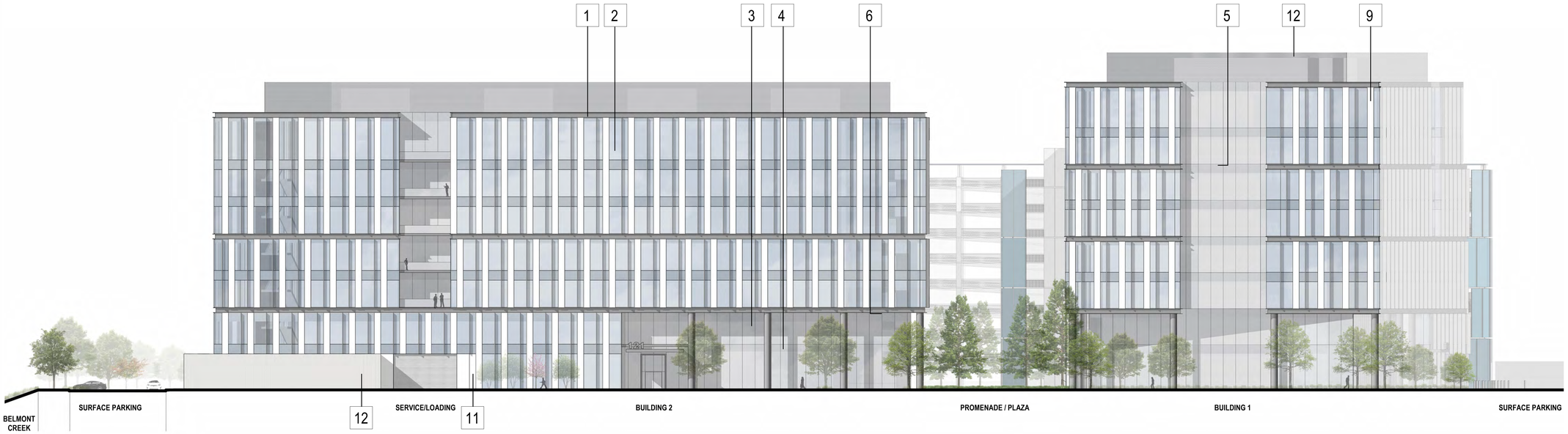
FLOOR PLAN - ROOF

AE101.5





SITE ELEVATION 1 - LOOKING EAST AT BUILDING 1 AND GARAGE



SITE ELEVATION 2 - LOOKING SOUTH AT BUILDING 1 AND 2

1 VISION GLASS A

2 SPANDREL GLASS A

3 VISION GLASS B

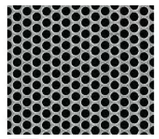
4 SPANDREL GLASS B



5 ALUMINIUM FINS



6 ALUMINIUM COLUMN COVER



7 PERFORATED METAL PANEL



8 ARCHITECTURAL CONCRETE CAST-IN-PLACE



9 ALUMINIUM COMPOSITE WALL PANEL-ANODIZED FINISH



10 ALUMINIUM COMPOSITE PANEL SOFFIT



11 SHADOW BOX PANEL



12 ARCHITECTURAL LOUVER SCREEN

BIRD-SAFE BUILDING TREATMENTS

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STAMP

LICENSED ARCHITECT
RANDALL DOWLER
NO. C23107
REN. 2/28/25
STATE OF CALIFORNIA

KEY PLAN

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE 12" = 1'-0" 1" = 20' - 0"

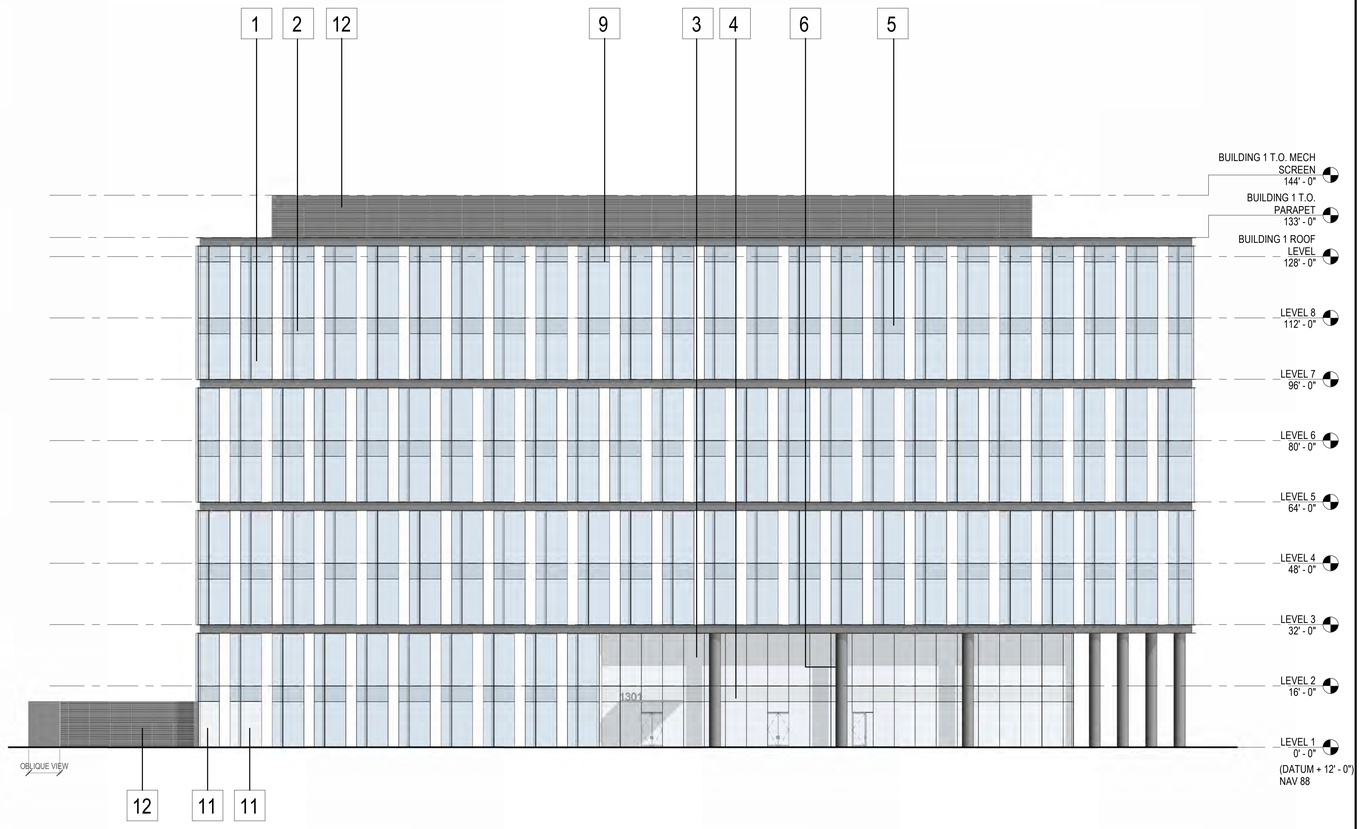
TITLE

SITE ELEVATIONS

AE211



1 BUILDING 1 - NORTH ELEVATION
SCALE: 1/16" = 1'-0"



2 BUILDING 1 - EAST ELEVATION
SCALE: 1/16" = 1'-0"

1
VISION GLASS A

2
SPANDREL GLASS A

3
VISION GLASS B

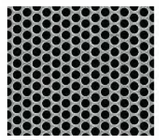
4
SPANDREL GLASS B



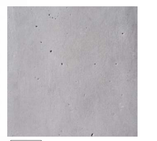
5
ALUMINIUM FINS



6
ALUMINIUM COLUMN COVER



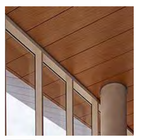
7
PERFORATED METAL PANEL



8
ARCHITECTURAL CONCRETE CAST-IN-PLACE



9
ALUMINIUM COMPOSITE WALL PANEL-ANODIZED FINISH



10
ALUMINIUM COMPOSITE PANEL SOFFIT



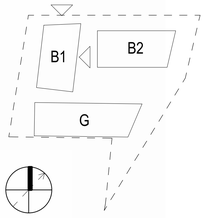
11
SHADOW BOX PANEL



12
ARCHITECTURAL LOUVER SCREEN

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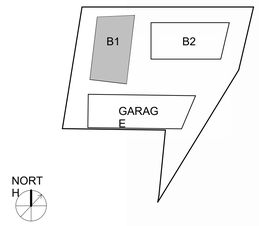
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KEY PLAN

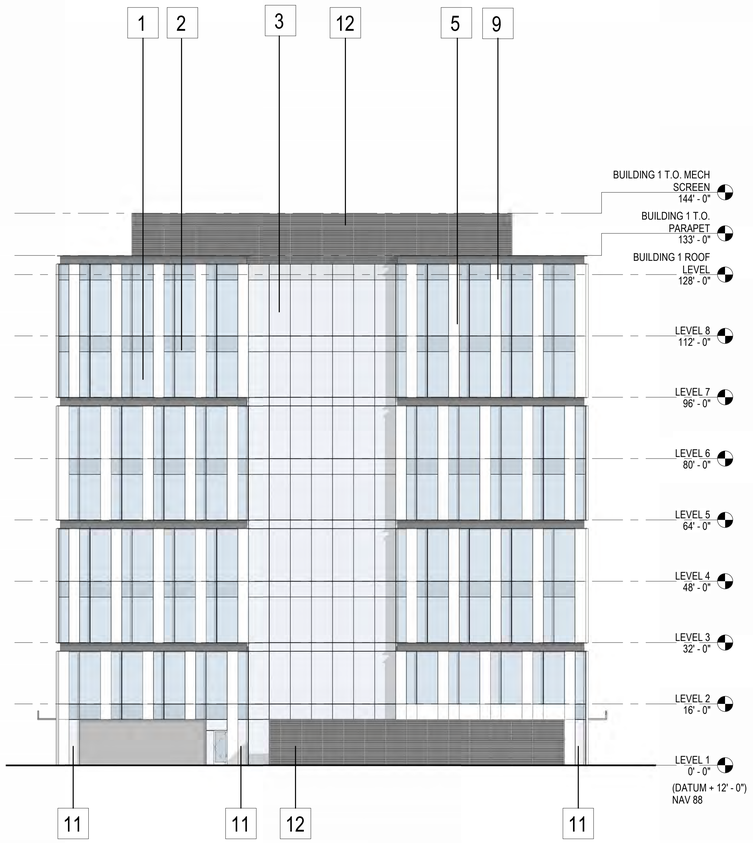


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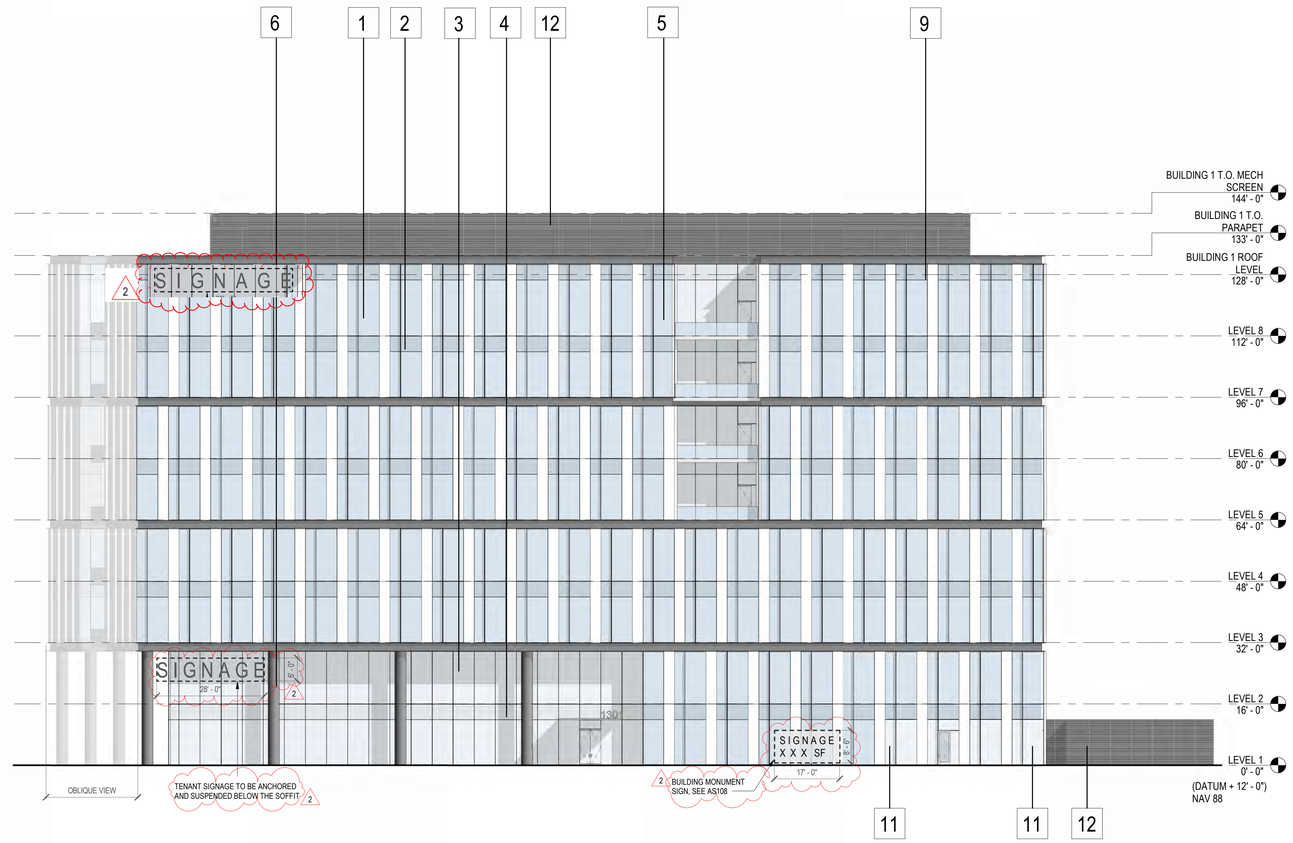
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ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	**21198**
SCALE	As indicated
TITLE	**BUILDING 1 ELEVATIONS**

AE211.1



1 BUILDING 1 - SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



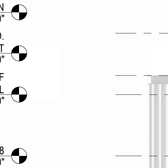
2 BUILDING 1 - WEST ELEVATION
SCALE: 1/16" = 1'-0"

1
VISION GLASS A

2
SPANDREL GLASS A

3
VISION GLASS B

4
SPANDREL GLASS B



5
ALUMINIUM FINS

6
ALUMINIUM COLUMN COVER

7
PERFORATED METAL PANEL

8
ARCHITECTURAL CONCRETE CAST-IN-PLACE

9
ALUMINIUM COMPOSITE WALL PANEL-ANODIZED FINISH

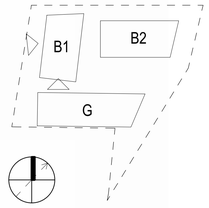
10
ALUMINIUM COMPOSITE PANEL SOFFIT

11
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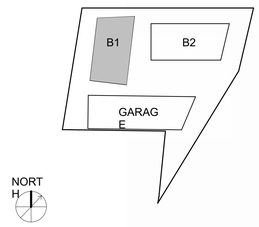
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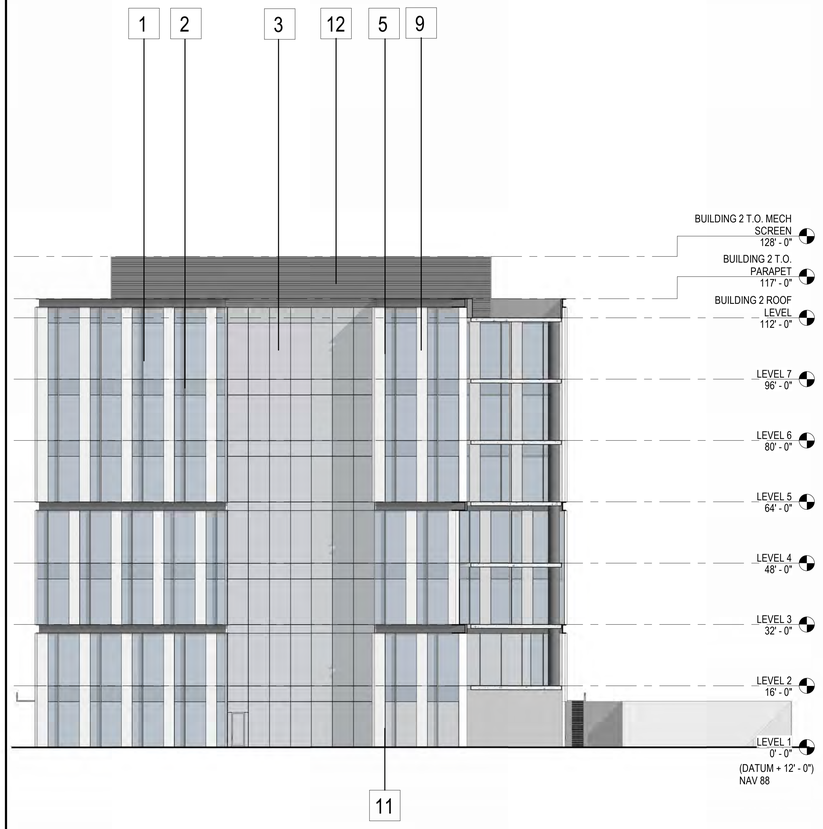
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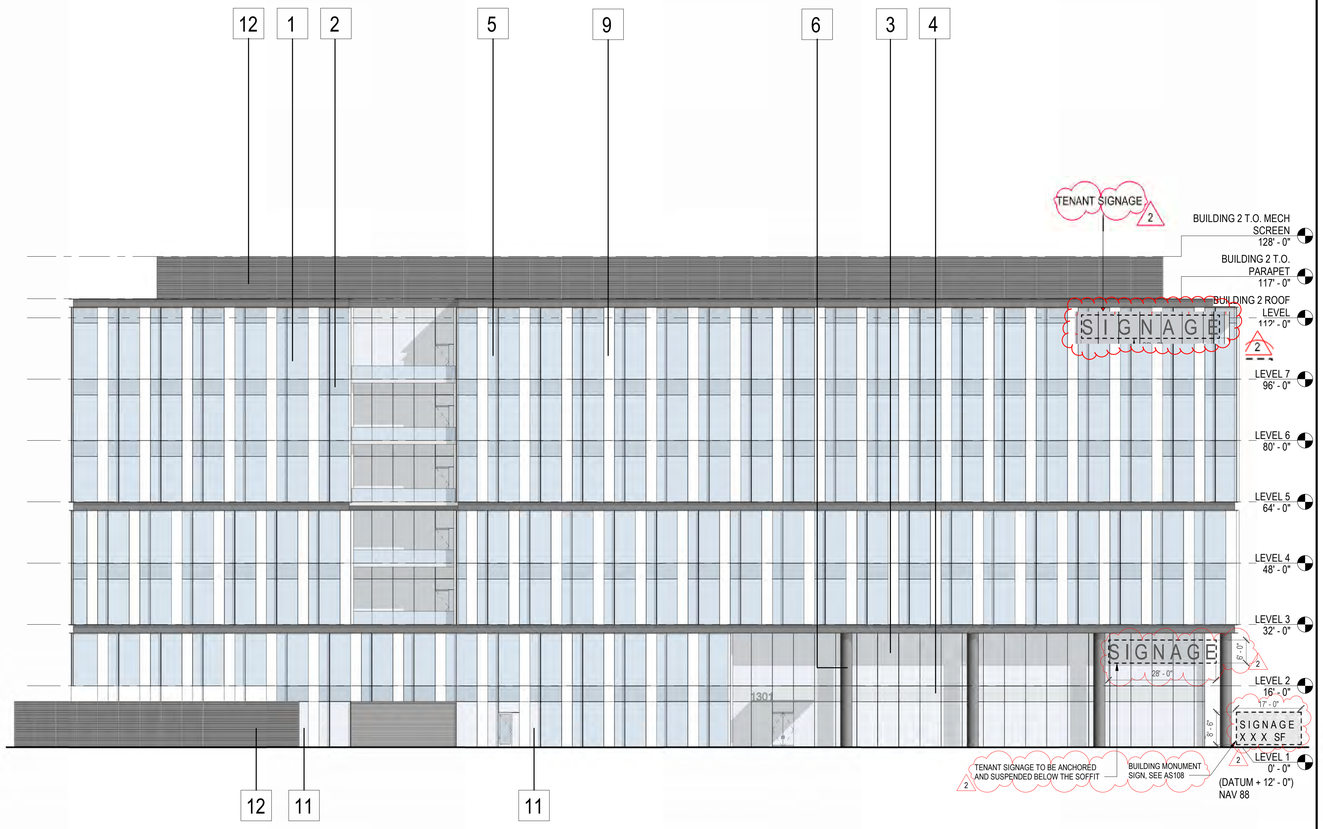
TITLE

BUILDING I ELEVATIONS

AE211.2



1 BUILDING 2 - EAST ELEVATION
SCALE: 1/16" = 1'-0"



2 BUILDING 2 - NORTH ELEVATION
SCALE: 1/16" = 1'-0"

1 VISION GLASS A

2 SPANDREL GLASS A

3 VISION GLASS B

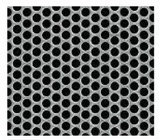
4 SPANDREL GLASS B



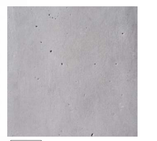
5 ALUMINIUM FINS



6 ALUMINIUM COLUMN COVER



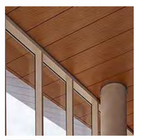
7 PERFORATED METAL PANEL



8 ARCHITECTURAL CONCRETE CAST-IN-PLACE



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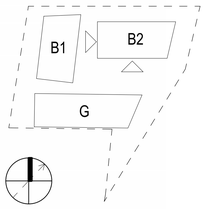
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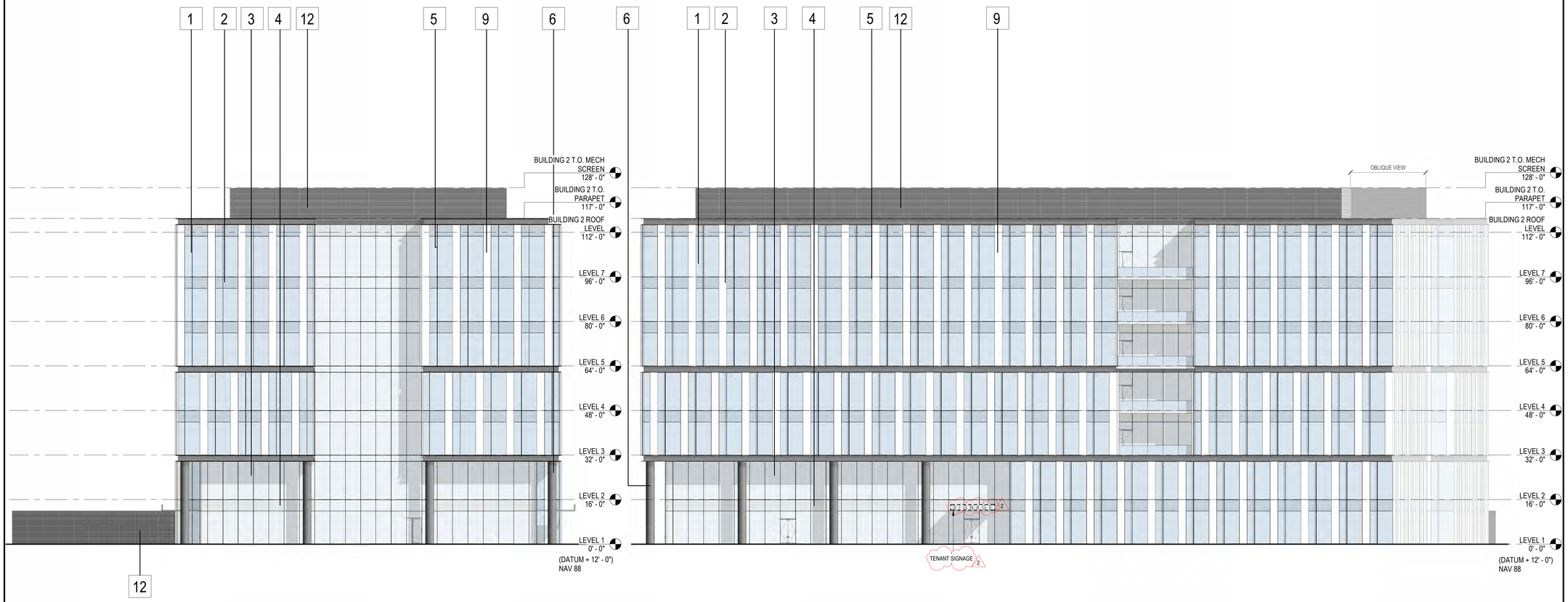
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PROJECT NO.	**21198**
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AE211.3





1 BUILDING 2 - WEST ELEVATION
SCALE: 1/16" = 1'-0"

2 BUILDING 2 - SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

1
VISION GLASS A

2
SPANDREL GLASS A

3
VISION GLASS B

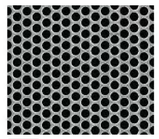
4
SPANDREL GLASS B



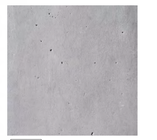
5
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6
ALUMINIUM COLUMN COVER



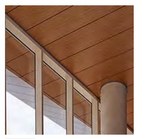
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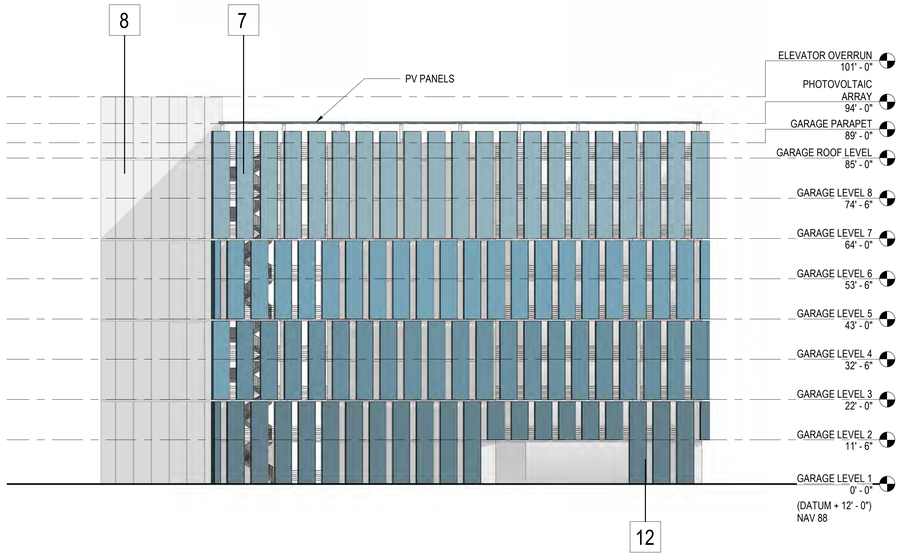
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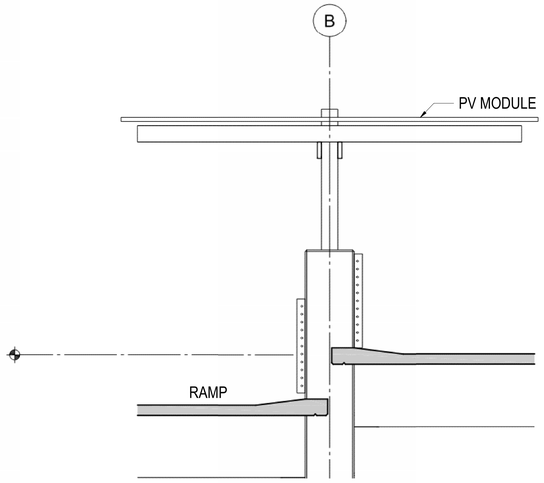
BUILDING 2 ELEVATIONS

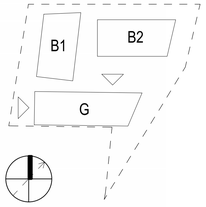
AE211.4

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2 GARAGE - WEST ELEVATION
SCALE: 1/16" = 1'-0"





PV DETAIL

General Note:
PV's manufacturer and attachment details to be developed during documenation.



1 GARAGE - NORTH ELEVATION
SCALE: 1/16" = 1'-0"

1 VISION GLASS A

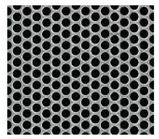
2 SPANDREL GLASS A

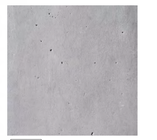
3 VISION GLASS B

4 SPANDREL GLASS B

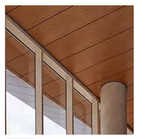

5 ALUMINIUM FINS


6 ALUMINIUM COLUMN COVER


7 PERFORATED METAL PANEL


8 ARCHITECTURAL CONCRETE CAST-IN-PLACE


9 ALUMINIUM COMPOSITE WALL PANEL-ANODIZED FINISH


10 ALUMINIUM COMPOSITE PANEL SOFFIT


11 SHADOW BOX PANEL


12 ARCHITECTURAL LOUVER SCREEN

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BKF ENGINEERS
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408.314.4561

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Landscape Architect
SWA
530 BUSH STREET, 6TH FL.
SAN FRANCISCO, CA 94108
415.254.4652

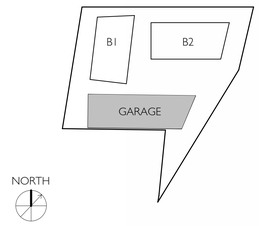
Structural Engineer
KPFF Consulting Engineers
45 FREMONT STREET, 28th FL.
SAN FRANCISCO, CA 94105
415.989.1004

Parking
Watry Design, Inc.
2099 GATEWAY PLACE, SUITE 550
SAN JOSE, CA 95110
833.917.7275

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LICENSED ARCHITECT
RANDALL DOWLER
NO. C23107
REN. 2/28/25
STATE OF CALIFORNIA

KEY PLAN



NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

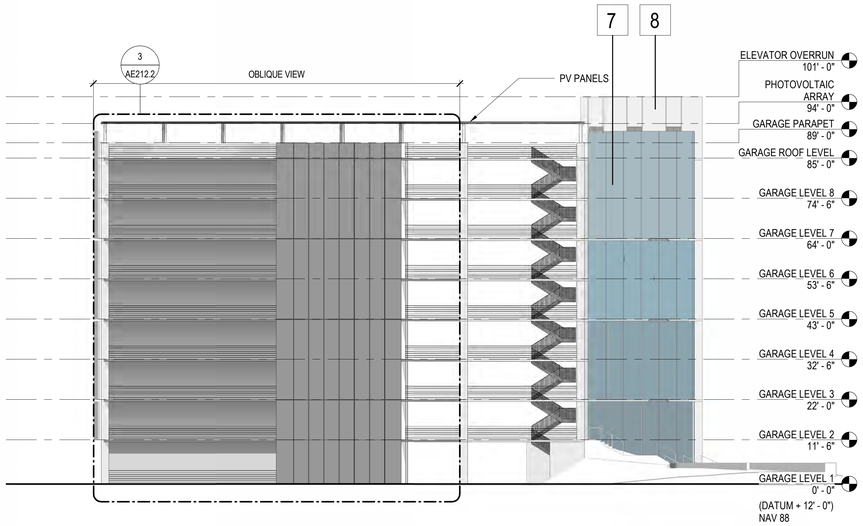
FOUR CORNERS properties

CLIENT	1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES
PROJECT	1301 SHOREWAY, BELMONT
ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	21198
SCALE	As indicated

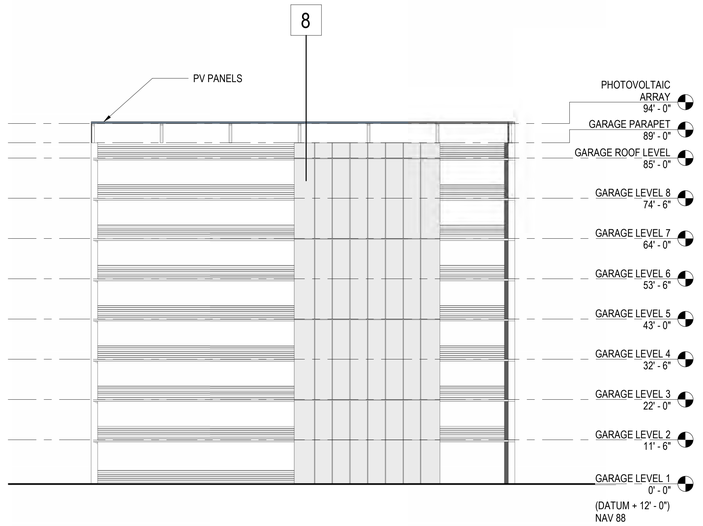
TITLE

GARAGE ELEVATIONS

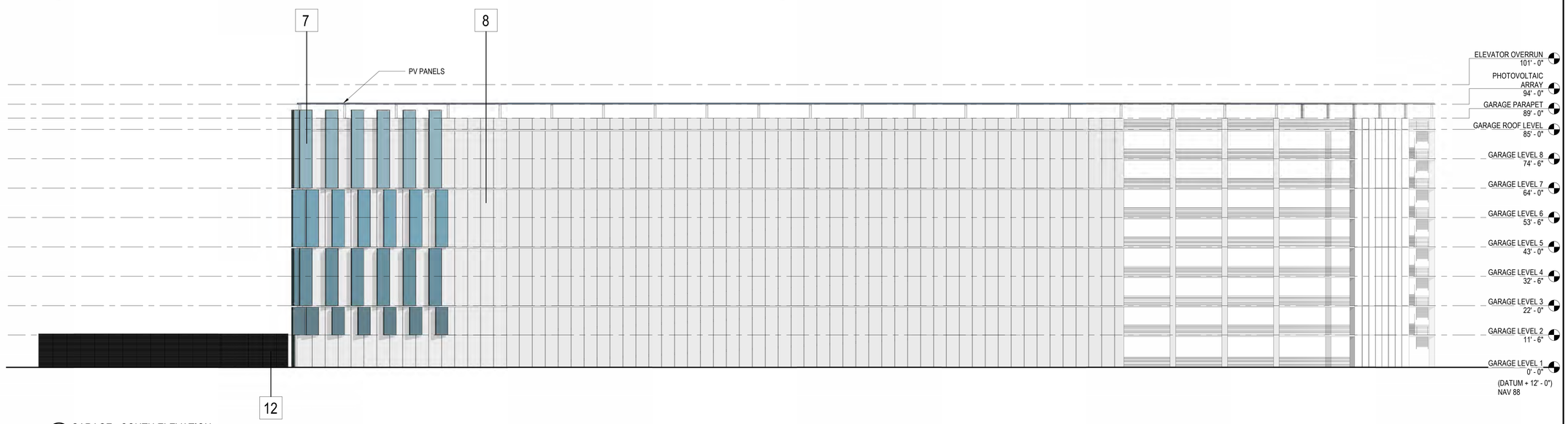
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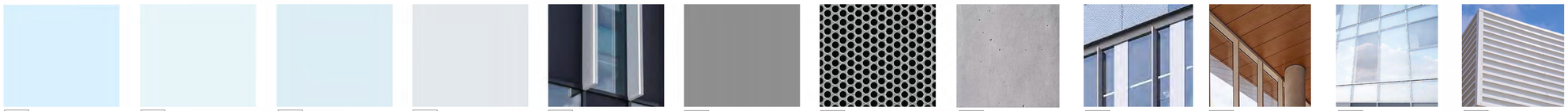
2 GARAGE - EAST ELEVATION
SCALE: 1/16" = 1'-0"



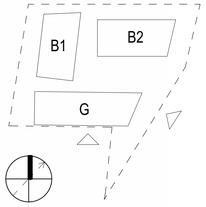
3 GARAGE - SOUTH-EAST ELEVATION
SCALE: 1/16" = 1'-0"



1 GARAGE - SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



1 VISION GLASS A
2 SPANDREL GLASS A
3 VISION GLASS B
4 SPANDREL GLASS B
5 ALUMINIUM FINS
6 ALUMINIUM COLUMN COVER
7 PERFORATED METAL PANEL
8 ARCHITECTURAL CONCRETE CAST-IN-PLACE
9 ALUMINIUM COMPOSITE WALL PANEL-ANODIZED FINISH
10 ALUMINIUM COMPOSITE PANEL SOFFIT
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415.254.4652

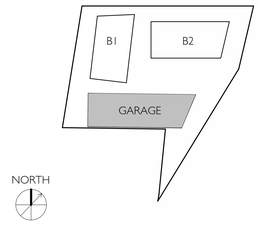
Structural Engineer
KPFF Consulting Engineers
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415.989.1004

Parking
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RANDALL DOWLER
NO. C23107
REN. 2/28/25
STATE OF CALIFORNIA

KEY PLAN

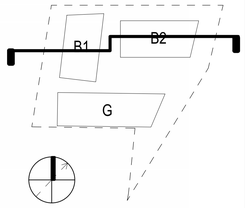


NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT	1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES
PROJECT	1301 SHOREWAY, BELMONT
ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	21198
SCALE	As indicated
TITLE	**GARAGE ELEVATIONS**

AE212.2





SECTION - THROUGH BUILDINGS 1 AND 2 LOOKING SOUTH

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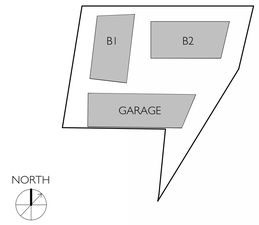
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KEY PLAN



NO.	DESCRIPTION	DATE
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1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE 1/16" = 1'-0"

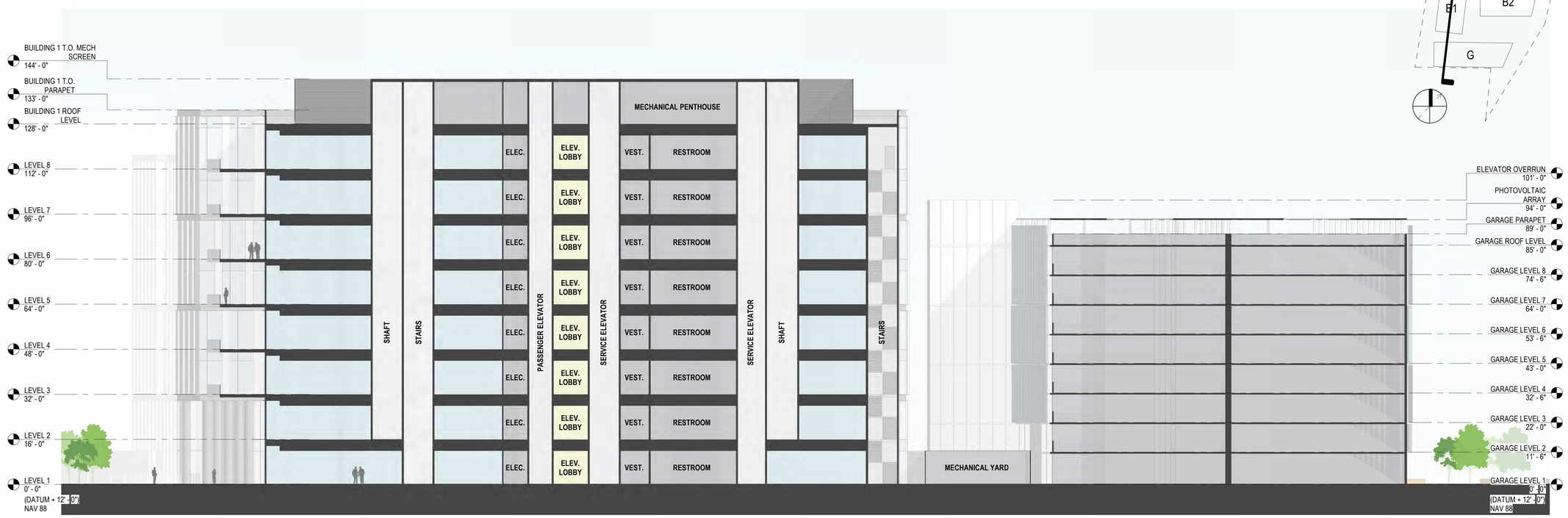
TITLE

BUILDING SECTION

AE301.1



SECTION - THROUGH BUILDING 2 AND GARAGE LOOKING EAST



SECTION - THROUGH BUILDING 1 AND GARAGE LOOKING EAST

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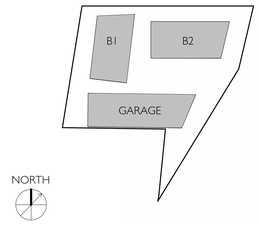
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1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT	1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES
PROJECT	1301 SHOREWAY, BELMONT
ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	21198
SCALE	1/16" = 1'-0"

TITLE

BUILDING SECTIONS

AE301.2

1

VISION GLASS A

1" INSULATED GLAZING WITH LOW-TINT CLEAR GLASS

SOLARBAN 90 SOLAR CONTROL LOW-E GLASS STARPHIRE

2

SPANDREL GLASS A

1" INSULATED GLAZING WITH LOW-TINT CLEAR GLASS

SOLARBAN 90 SOLAR CONTROL LOW-E GLASS W/CERAMIC FRIT

3

VISION GLASS B

1" INSULATED GLAZING WITH LOW-TINT CLEAR GLASS

SOLARBAN 60 SOLAR CONTROL LOW-E GLASS

4

SPANDREL GLASS B

1" INSULATED GLAZING WITH LOW-TINT CLEAR GLASS

SOLARBAN 60 SOLAR CONTROL LOW-E GLASS W/CERAMIC FRIT



5

MULLION EXTENDED FINS

FLUROPON MICA FINISH

COLOR: STONE

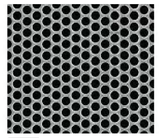


6

ALUMINIUM COLUMN COVER

FLUROPON MICA FINISH

COLOR: PEWTER



7

PERFORATED METAL PANEL

POWDER COATED ALUMINUM

COLOR: GRADIENT/ VARIES



8

ARCHITECTURAL CONCRETE

CAST IN PLACE



9

ALUMINIUM COMPOSITE WALL PANEL

ANODIZED FINISH



10

ALUMINIUM COMPOSITE PANEL SOFFIT

NATURAL WOODGRAIN FINISH



11

SHADOW BOX PANEL

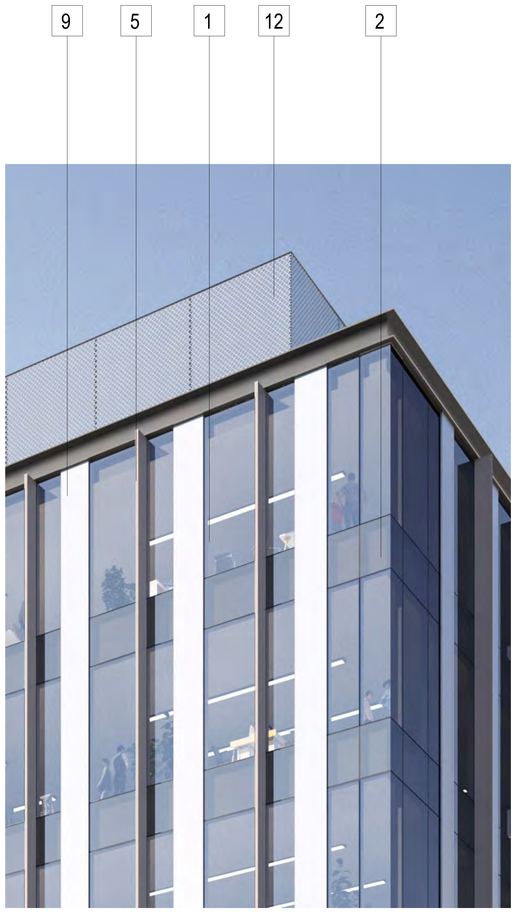
1" INSULATED GLAZING WITH LOW-TINT CLEAR GLASS

SOLARBAN 90 SOLAR CONTROL LOW-E GLASS STARPHIRE



12

ARCHITECTURAL LOUVER SCREEN



BUILDINGS 1 & 2



BUILDINGS 1 & 2



PARKING GARAGE

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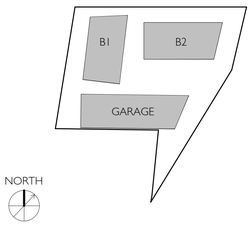
Structural Engineer
KPFF Consulting Engineers
45 FREMONT STREET, 28th FL.
SAN FRANCISCO, CA 94105
415.989.1004

Parking
Watry Design, Inc.
2099 GATEWAY PLACE, SUITE 550
SAN JOSE, CA 95110
833.917.7275

STAMP

LICENSED ARCHITECT
RANDALL DOWLER
NO. C23107
REN. 2/28/25
STATE OF CALIFORNIA

KEY PLAN



NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT: 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT: 1301 SHOREWAY, BELMONT

ADDRESS: 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO.: 21198

SCALE: 12" = 1'-0"

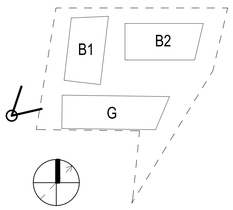
TITLE

COLOR AND MATERIALS

AE501



VIEW FROM US-101 LOOKING NORTH



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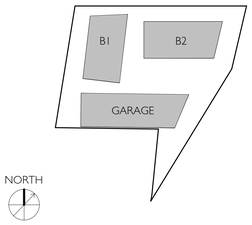
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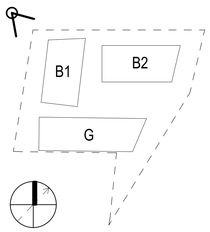
FOUR CORNERS properties

CLIENT	1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES
PROJECT	1301 SHOREWAY, BELMONT
ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	21198
SCALE	
TITLE	**PERSPECTIVE RENDERING**

AE601.1



VIEW FROM US-101 LOOKING SOUTHEAST



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201 Filbert Street, 3rd Floor, San Francisco, CA 94133 415-477-2700
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CONSULTANTS

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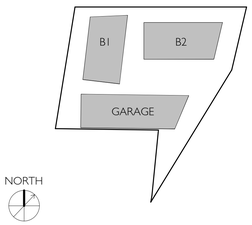
Structural Engineer
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SAN FRANCISCO, CA 94105
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LICENSED ARCHITECT
RANDALL DOWLER
NO. C23107
REN. 2/28/25
STATE OF CALIFORNIA

KEY PLAN



NORTH

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

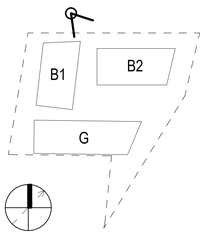
TITLE

PERSPECTIVE RENDERING

AE601.2



VIEW FROM SEM LANE - LOOKING EAST



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550 Ellis Street, Mountain View, CA 94043	650-943-1660
201 Filbert Street, 3rd Floor, San Francisco, CA 94133	415-477-2700
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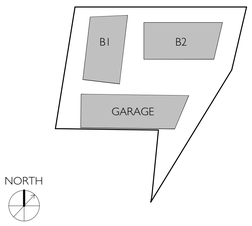
Structural Engineer
KPFF Consulting Engineers
45 FREMONT STREET, 28th FL.
SAN FRANCISCO, CA 94105
415.989.1004

Parking
Watry Design, Inc.
2099 GATEWAY PLACE, SUITE 550
SAN JOSE, CA 95110
833.917.7275

STAMP

LICENSED ARCHITECT
RANDALL DOWLER
NO. C23107
REN. 2/28/25
STATE OF CALIFORNIA

KEY PLAN



NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

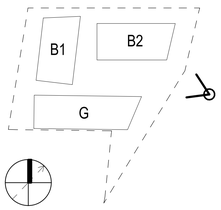
TITLE

PERSPECTIVE RENDERING

AE601.3



AERIAL VIEW FROM BELMONT CREEK - LOOKING NORTHEAST



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1720 8th Street, Sacramento, CA 95811	916-441-6800

CONSULTANTS

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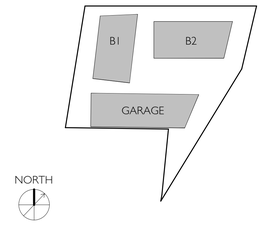
Structural Engineer
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KEY PLAN

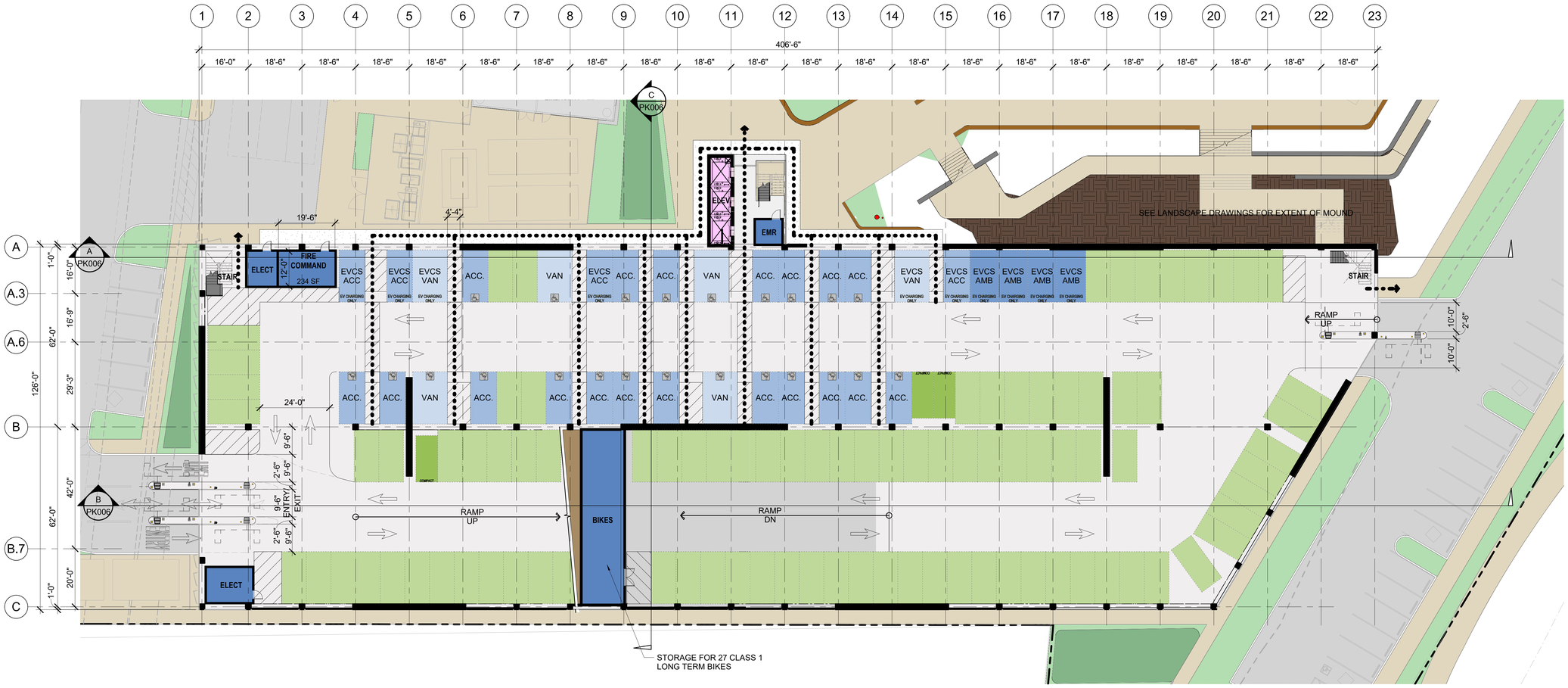


NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT	1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES
PROJECT	1301 SHOREWAY, BELMONT
ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	21198
SCALE	
TITLE	**PERSPECTIVE RENDERING**

AE601.4



LEVEL 01 PARKING PLAN

1/16" = 1'-0"

PARKING STALL SUMMATION

STRUCTURED

LEVEL	ACCESSIBLE (9'-0"x18'-0")	VAN ACCESSIBLE (9'-0"x18'-0")	UNISTALL (8'-6"x18'-0")	COMPACT (8'-0"x17'-0")	EV CAPABLE STALLS (8'-6"x18'-0")	EV ACCESSIBLE STALLS (9'-0"x18'-0")	EV VAN ACCESSIBLE STALLS (12'-0"x18'-0")	EV AMBULATORY (10'-0"x18'-0")	TOTAL	SQ. FOOTAGE	SQ. FT./STALL
LEVEL 09	-	-	137	20	0	0	0	0	157	46,940	300
LEVEL 08	-	-	98	20	46	0	0	0	164	49,550	302
LEVEL 07	-	-	98	20	46	0	0	0	164	49,550	302
LEVEL 06	-	-	98	20	46	0	0	0	164	49,550	302
LEVEL 05	-	-	98	20	46	0	0	0	164	49,550	302
LEVEL 04	-	-	98	20	46	0	0	0	164	49,550	302
LEVEL 03	-	-	98	20	46	0	0	0	164	49,550	302
LEVEL 02	-	-	97	20	46	0	0	0	163	49,550	304
LEVEL 01	19	4	92	3	0	4	2	4	128	48,900	382
SUB-TOTAL	19	4	914	163	322	4	2	4	1,432	442,690	309

101 VALET STALLS NOT INCLUDED IN TOTALS ABOVE

82 EVCS STALLS TO BE PROVIDED DAY 1, INCLUDING EV/ADA STALLS

VALET PARKING (PARKING IN PARKING STRUCTURE DRIVE AISLES)	101
ON-SITE SURFACE PARKING	88
OFF-SITE SURFACE PUBLIC	5

2

STALL TYPE LEGEND

- UNISTALL
- COMPACT
- ACCESSIBLE
- VAN ACCESSIBLE
- EV STALL
- EV AMBULATORY

16'-0" 0' 32'-0" 64'-0"

SCALE: 1/16" = 1'-0"

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Landscape Architect
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SAN FRANCISCO, CA 94108
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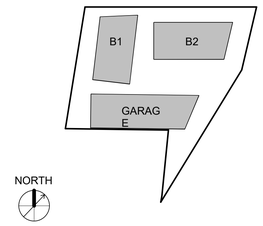
Parking
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Structural Engineer
KPFF Consulting Engineers
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STAMP

KEY PLAN



NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

CLIENT **DGA ARCHITECTS**

PROJECT **1301 SHOREWAY, BELMONT**

ADDRESS BELMONT, CA

PROJECT NO. **21-136**

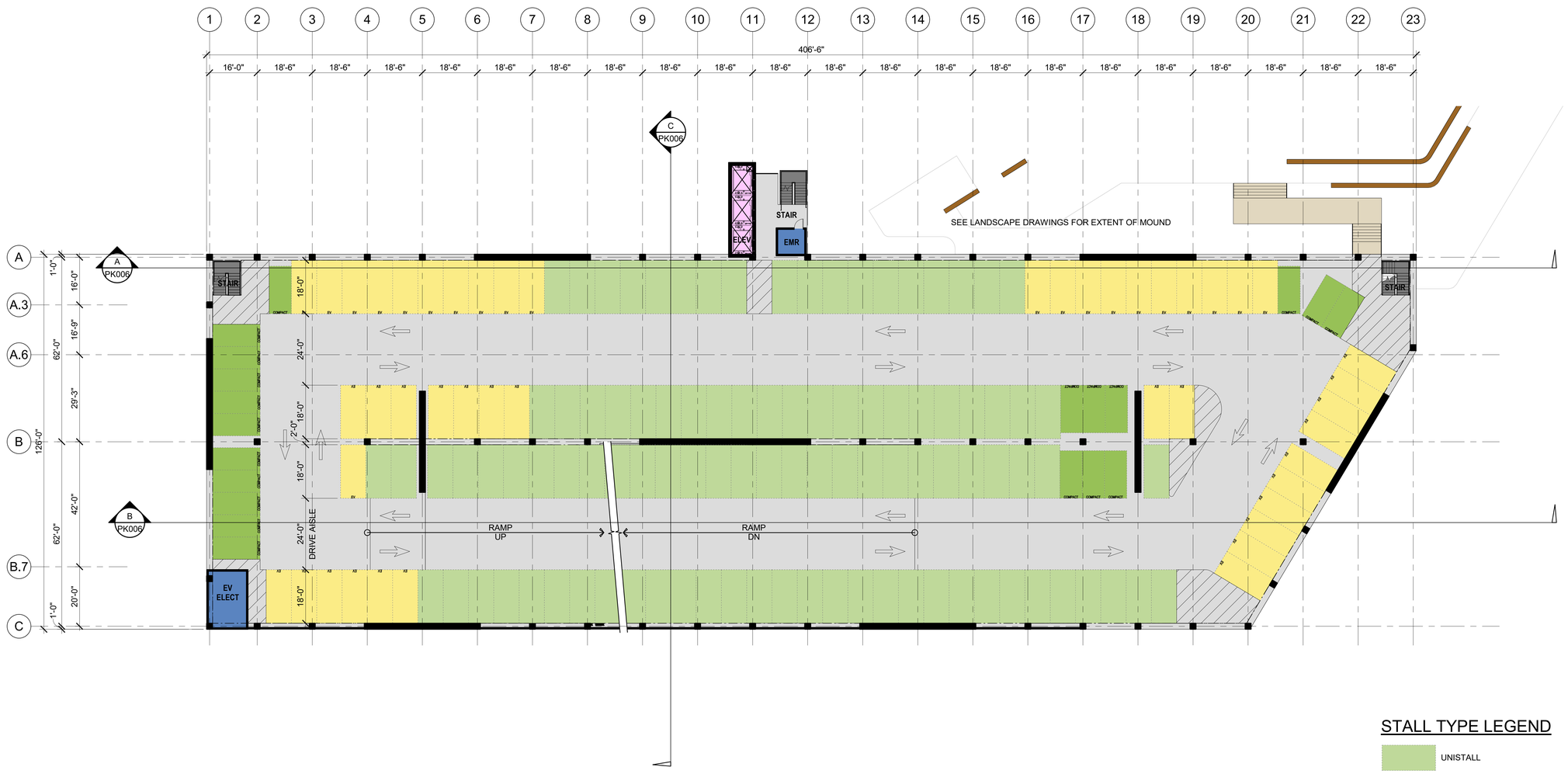
SCALE As indicated

TITLE

LEVEL 01 PARKING PLAN

PK001

2/4/2025 2:15:09 PM Autodesk Docs://21136 1301 Shoreway Rd/21136-1301 ShorewayRd-PS-AS-R22.rvt



LEVEL 02 PARKING PLAN

1/16" = 1'-0"

STALL TYPE LEGEND

- UNISTALL
- COMPACT
- ACCESSIBLE
- VAN ACCESSIBLE
- EV STALL
- EV AMBULATORY

16'-0" 0' 32'-0" 64'-0"

SCALE: 1/16" = 1'-0"

DGA planning | architecture | interiors

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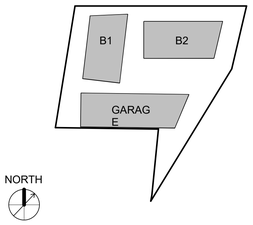
Landscape Architect
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SAN FRANCISCO, CA 94108
415.254.4652

Structural Engineer
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425 FREMONT STREET, 28th FL.
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Parking
Watry Design, Inc.
2099 GATEWAY PLACE, SUITE 550
SAN JOSE, CA 95110
833.917.7275

STAMP

KEY PLAN



NO.	DESCRIPTION	DATE
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT **DGA ARCHITECTS**

PROJECT **1301 SHOREWAY, BELMONT**

ADDRESS BELMONT, CA

PROJECT NO. **21-136**

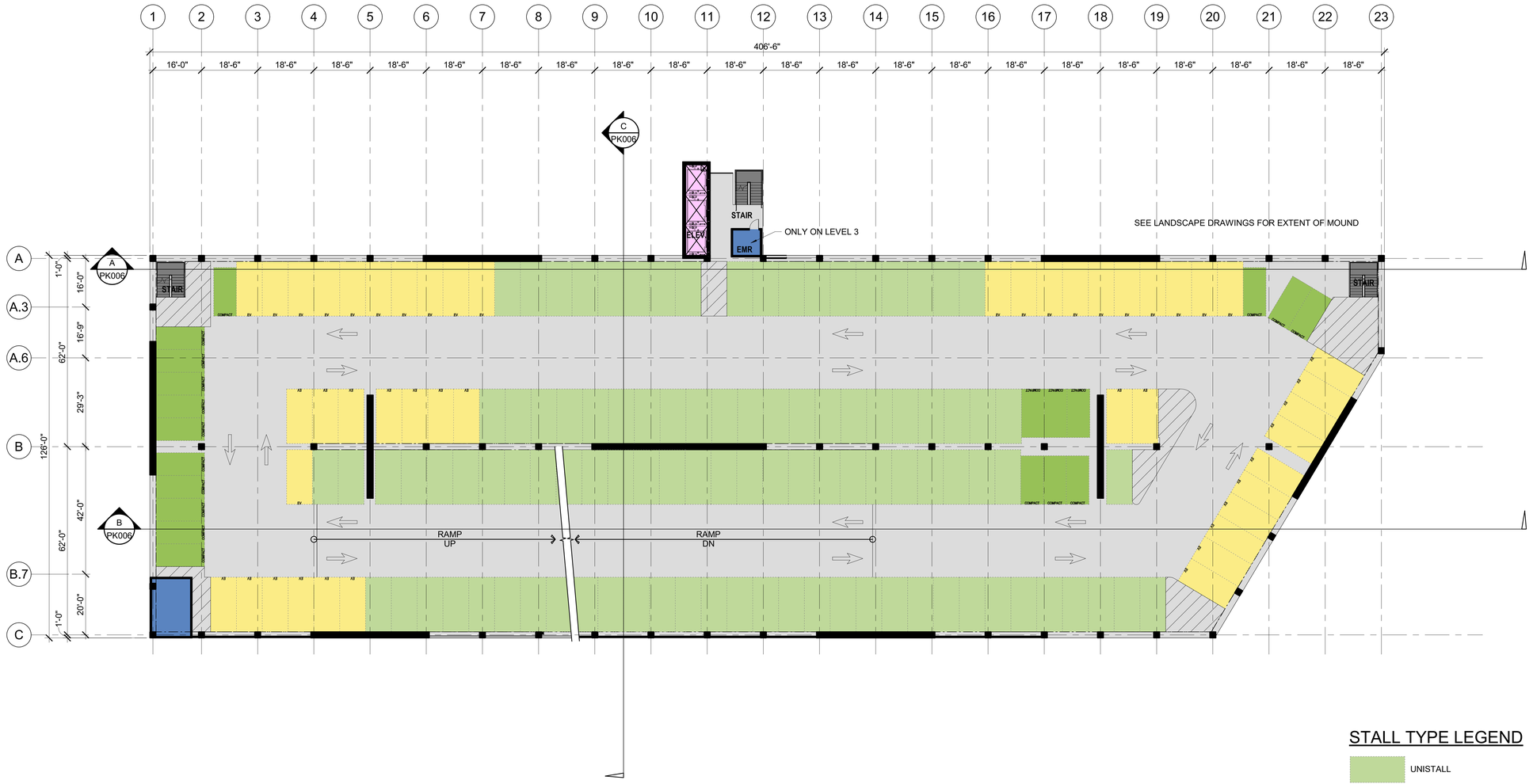
SCALE 1/16" = 1'-0"

TITLE

TYP. LVL. 2 PARKING PLAN

PK002

2/4/2025 2:15:12 PM Autodesk Docs://21136 1301 Shoreway Rd/21136-1301 Shoreway/Rvt-PS-AS-R22.rvt



LEVEL 03 PARKING PLAN

1/16" = 1'-0"

STALL TYPE LEGEND

- UNISTALL
- COMPACT
- ACCESSIBLE
- VAN ACCESSIBLE
- EV STALL
- EV AMBULATORY

NORTH

16'-0" 0' 32'-0" 64'-0"

SCALE: 1/16" = 1'-0"

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415.362.5025

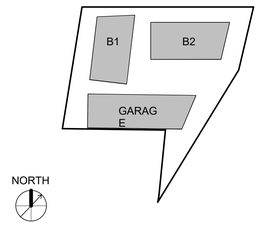
Landscape Architect
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833.917.7275

STAMP

KEY PLAN



NO.	DESCRIPTION	DATE
1	PD APPLICATION	06.07.24

CLIENT **DGA ARCHITECTS**

PROJECT **1301 SHOREWAY, BELMONT**

ADDRESS BELMONT, CA

PROJECT NO. **21-136**

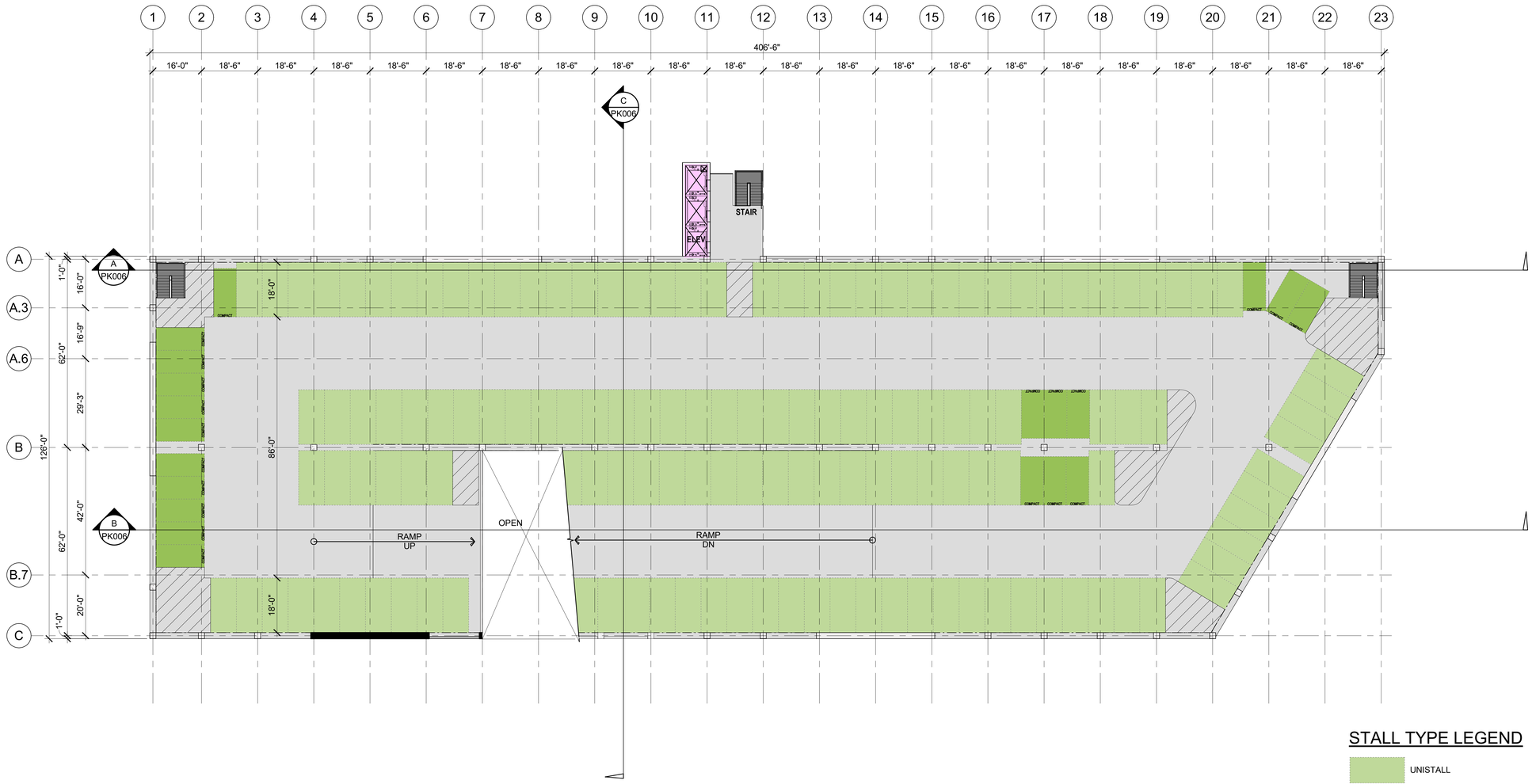
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TITLE

LEVEL 03-08 PARKING PLAN

PK003

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STALL TYPE LEGEND

- UNISTALL
- COMPACT
- ACCESSIBLE
- VAN ACCESSIBLE
- EV STALL
- EV AMBULATORY

16'-0" 0' 32'-0" 64'-0"

SCALE: 1/16" = 1'-0"

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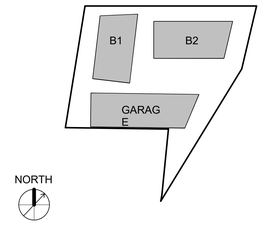
Landscape Architect
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530 BUSH STREET, 6TH FL.
SAN FRANCISCO, CA 94108
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Structural Engineer
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STAMP

KEY PLAN



NO.	DESCRIPTION	DATE
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT **DGA ARCHITECTS**

PROJECT **1301 SHOREWAY, BELMONT**

ADDRESS BELMONT, CA

PROJECT NO. **21-136**

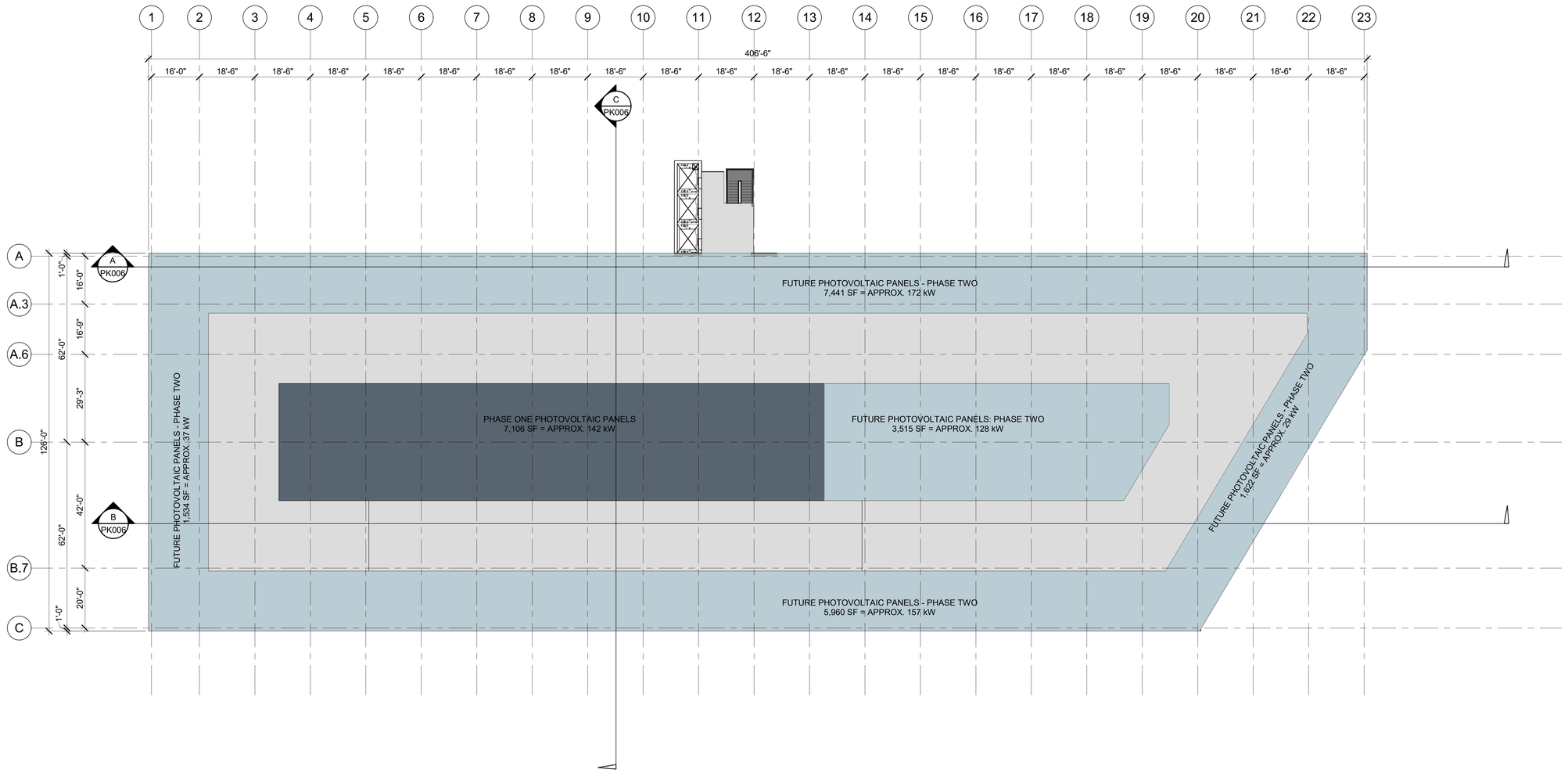
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TITLE

LEVEL 09 PARKING PLAN

PK004

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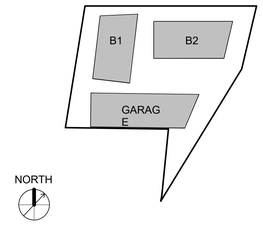
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KEY PLAN



NO.	DESCRIPTION	DATE
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT **DGA ARCHITECTS**

PROJECT **1301 SHOREWAY, BELMONT**

ADDRESS BELMONT, CA

PROJECT NO. **21-136**

SCALE 1/16" = 1'-0"

TITLE

PV LEVEL PLAN

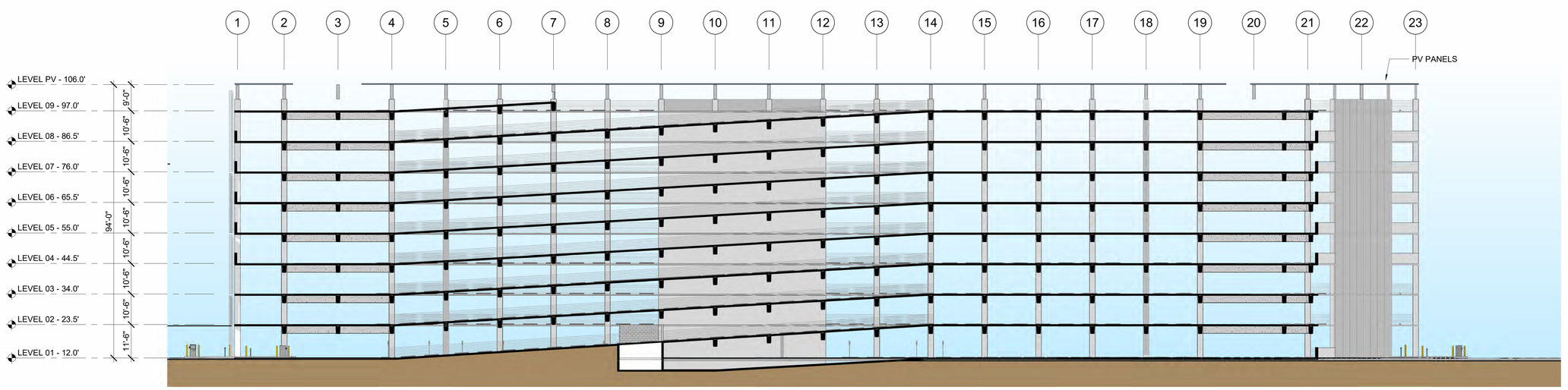
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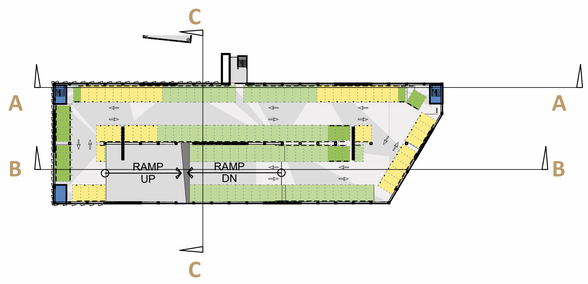
LONGITUDINAL SECTION A-A

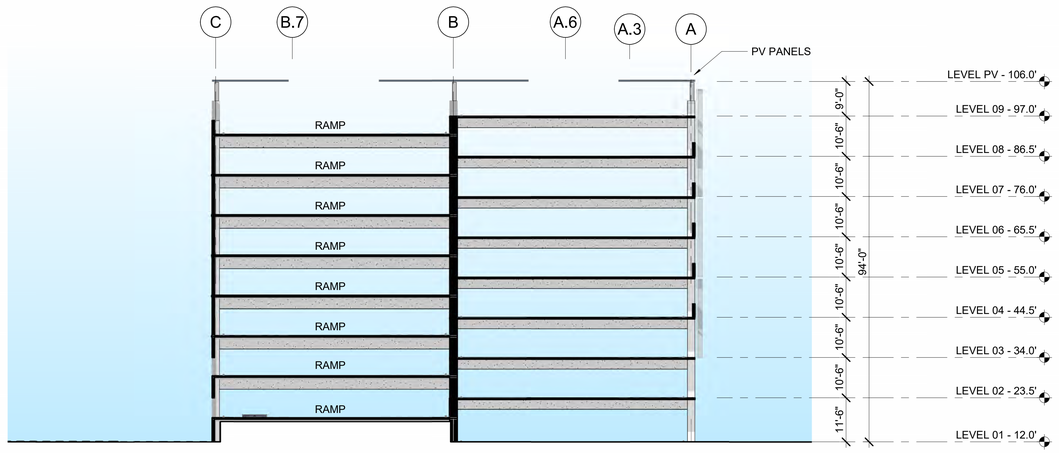
SCALE: 1/16" = 1'-0"



LONGITUDINAL SECTION AT RAMP B-B

SCALE: 1/16" = 1'-0"





TRANSVERSE SECTION C-C

SCALE: 1/16" = 1'-0"

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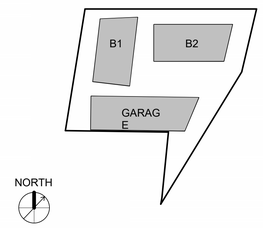
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STAMP

KEY PLAN



NO.	DESCRIPTION	DATE
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

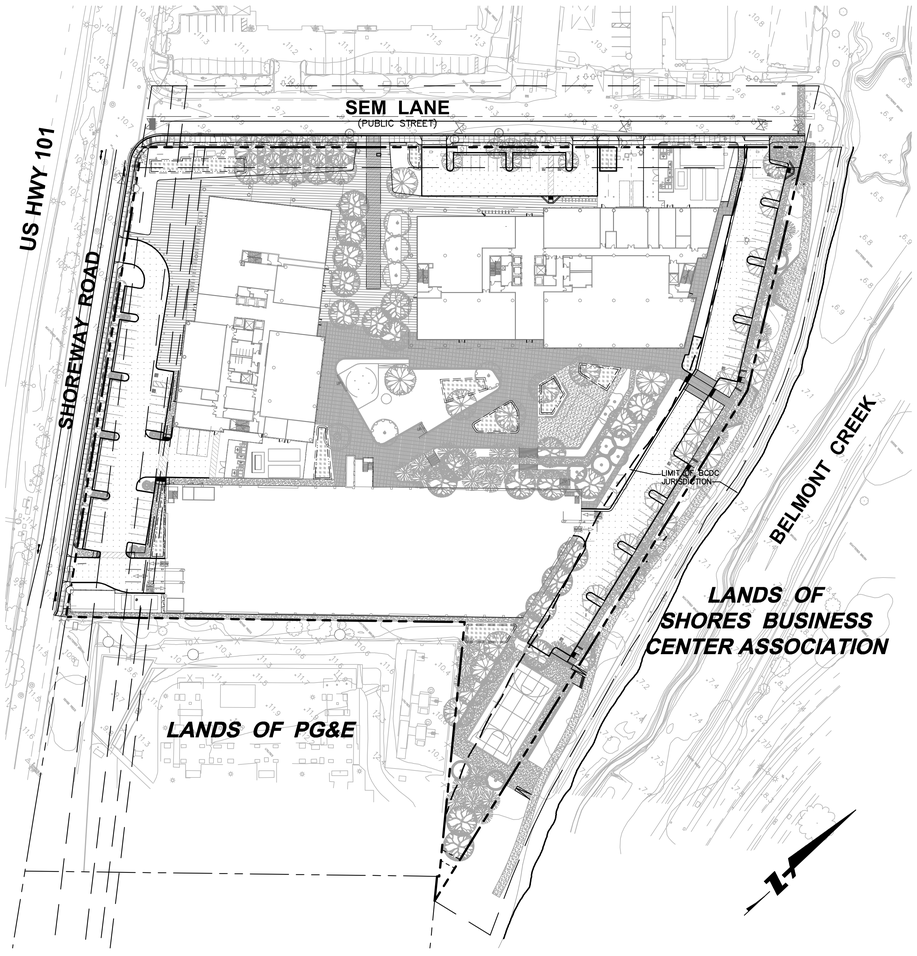
CLIENT	**DGA ARCHITECTS**
PROJECT	**1301 SHOREWAY, BELMONT**
ADDRESS	BELMONT, CA
PROJECT NO.	**21-136**
SCALE	As indicated
TITLE	**BUILDING SECTIONS**

PK006

2/4/2025 2:15:49 PM Autodesk Docs://21136 1301 Shoreway Rd/21136-1301 ShorewayRd-PS-AS-R22.rvt

1301 SHOREWAY ROAD

CITY OF BELMONT, SAN MATEO COUNTY, CALIFORNIA



VICINITY MAP
SCALE: 1"=60'



LOCATION MAP
NOT TO SCALE

ABBREVIATIONS

SYMBOL	DESCRIPTION
AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AD	AREA DRAIN
AGG	AGGREGATE
APPROX	APPROXIMATE
BC	BEGINNING OF CURVE
BCR	BEGIN CURB RETURN
BFP	BACKFLOW PREVENTOR
BLDG	BUILDING
BM	BENCH MARK
BO	BLOWOFF
BOV	BLOWOFF VALVE
BVC	BEGIN VERTICAL CURVE
BW	BACK OF WALK/BOTTOM OF WALL
CC	CURB CUT
CDS	CUL-DE-SAC
C&G	CURB & GUTTER
℄ , CL	CENTERLINE
CLF	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
COL	COLUMN
CONC	CONCRETE
CR	CURB RETURN
CVC	CENTER OF VERTICAL CURVE
DCDA	DOUBLE CHECK DETECTOR ASSEMBLY
DEFL	DEFLECTION
DI	DROP INLET
DIP	DUCTILE IRON PIPE
DIA	DIAMETER
DW	DOMESTIC WATER
D/W	DRIVEWAY
DWG	DRAWING
E	ELECTRIC
(℄)	EAST / EXISTING
EC	END OF CURVE
ECR	END OF CURB RETURN
EL	ELEVATION
EP	EDGE OF PAVEMENT
ES	EXTERIOR STANDPIPE
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT
EVC	END VERTICAL CURVE
EW	EACHWAY
EX	EXISTING
(F)	FUTURE
F/C	FACE OF CURB
FF	FINISHED FLOOR ELEVATION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FM	FORCE MAIN
FO	FIBER OPTIC
FOB	FACE OF BUILDING
FP	FINISHED PAVEMENT
FS	FIRE SERVICE
FT	FEET
FW	FIREWATER
G	GAS
GB	GRADE BREAK
GE	GARAGE ELEVATION
GM	GAS METER
HP	HIGH POINT
HV	HIGH VOLTAGE
I.E.E.	INGRESS/EGRESS EASEMENT
INV	INVERT
IRR	IRRIGATION
JT	JOINT TRENCH
LAT	LATERAL

SYMBOL	DESCRIPTION
L	LENGTH
LF	LINEAR FEET
LG	LIP OF GUTTER
LP	LOW POINT
LT	LEFT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MON	MONUMENT
MONW	MONITORING WELL
MPWD	MID-PENINSULA WATER DISTRICT
(N)	NORTH/NEW
NO., #	NUMBER
NTS	NOT TO SCALE
P.A.E.	PUBLIC ACCESS EASEMENT
PCC	PORTLAND CEMENT CONCRETE
PE	PAD ELEVATION
PG&E	PACIFIC GAS AND ELECTRIC
PL	PROPERTY LINE
P.O.C.	POINT OF CONNECTION
PP	POWER POLE
PRC	POINT OF REVERSE CURVE
PROP	PROPOSED
P.S.D.E.	PRIVATE STORM DRAIN EASEMENT
P.S.E.	PUBLIC SERVICE EASEMENT
PT	POINT
P.U.E.	PUBLIC UTILITY EASEMENT
PV	PAVEMENT
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RPZA	REDUCED PRESSURE ZONE ASSEMBLY
RCW	RECYCLED WATER
RIM	RIM ELEVATION
RT	RIGHT
R/W	RIGHT OF WAY
S	SLOPE
(S)	SOUTH
SD	STORM DRAIN
S.D.E.	STORM DRAIN EASEMENT
SDMH	STORM DRAIN MANHOLE
SHT.	SHEET
SS	SANITARY SEWER
SSMH	SANITARY SEWER MANHOLE
ST.	STREET
STA	STATION
STD	STANDARD
S/W	SIDEWALK
SMCWPPP	SAN MATEO COUNTYWIDE WATER POLLUTION PREVENTION PROGRAM
T OR TELE	TELEPHONE
T&B	TOP AND BOTTOM
TC	TOP OF CURB
TD	TRENCH DRAIN
TEMP	TEMPORARY
TG	TOP OF GRATE
TP	TOP OF PAVEMENT
TW	TOP OF WALL
TYP.	TYPICAL
VC	VERTICAL CURVE
VERT.	VERTICAL
W	WATER
(W)	WEST
W/	WITH
W	WATERLINE
WDF	WOOD FENCE
WM	WATER METER
WV	WATER VALVE

SHEET INDEX

DWG NO.	TITLE
C001	COVER SHEET
C002	CONSTRUCTION NOTES
C101	EXISTING CONDITIONS
C102	DEMOLITION PLAN
C103	SITE PLAN
C104	PRELIMINARY GRADING & DRAINAGE PLAN
C105	PRELIMINARY UTILITY PLAN
C106	PRELIMINARY STORMWATER MANAGEMENT PLAN
C107	SIGHT DISTANCE TRIANGLES
C108	EROSION CONTROL PLAN
C109	STRIPING PLAN
C501	TYPICAL SECTIONS
C502	CONSTRUCTION DETAILS
C503	EROSION CONTROL DETAILS
C504	BLUEPRINT FOR A CLEANBAY

EARTH WORK QUANTITIES

CUT (ON & OFF SITE): 3,500 CY
FILL (ON & OFF SITE): 11,500 CY
NET (ON & OFF SITE): 8,000 CY (IMPORT)

NOTE: EARTHWORK QUANTITIES SHOWN ARE APPROXIMATE. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO INDEPENDENTLY ESTIMATE QUANTITIES FOR HIS/HER OWN USE.

THE EARTHWORK SUMMARY PROVIDED ABOVE IS FOR REFERENCE ONLY. DUE TO VARIABLES SUCH AS AMOUNT OF STRIPPING, SHRINKAGE, COMPACTION, & METHODS OF OPERATION, THE VOLUME OF DIRT WILL IN ALL LIKELIHOOD DEVIATE TO SOME EXTENT FROM THE CALCULATED VOLUME. THE EARTHWORK SUMMARY DOES NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO DETERMINE FOR HIMSELF THE QUANTITY OF EARTH MOVING THAT WILL BE REQUIRED FOR THIS JOB. IT IS UNDERSTOOD THAT THE CONTRACTOR'S BID PRICE FOR GRADING THIS JOB IS BASED ON THE CONTRACTOR'S OWN EARTHWORK ESTIMATE AND INCLUDES PROVISION FOR ANY GRADE ADJUSTMENTS REQUIRED TO BRING THE JOB TO A FINISHED CONDITION.

FLOOD ZONE

THIS PROPERTY IS LOCATED WITHIN ZONE X AS SHOWN IN FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 06081C0169G, DATED APRIL 5, 2019. THE ADJACENT SLOUGH IS IN ZONE AE BFE 10.0.

BASIS OF BEARINGS

THE BEARING NORTH 42°16'50" EAST ALONG THE SOUTHWESTERLY LINE OF PARCEL 1 AS DESCRIBED IN THAT CERTAIN GRANT DEED FILED FOR RECORD ON OCTOBER 06, 2016 AS DOCUMENT NUMBER 2016-103604 WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY.

BENCHMARK

THE ELEVATIONS SHOWN HEREON ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED UPON A NETWORK GNSS FIELD SURVEY PERFORMED BY BKF ENGINEERS UTILIZING THE CALIFORNIA SURVEY AND DRAFTING SUPPLY REAL-TIME NETWORK (CSDS RTN). PRIOR TO THE ACCEPTANCE OF THESE ELEVATIONS, MULTIPLE NGS BENCHMARKS WITHIN THE SITE VICINITY WERE OBSERVED WITH REDUNDANT MEASUREMENTS AND WERE CHECKED TO A TOLERANCE OF =/- 0.05'.

GEOTECHNICAL ENGINEER'S CERTIFICATE

REVIEWED AND APPROVED FOR CONFORMANCE WITH SOILS REPORT REQUIREMENTS

(SIGNATURE) _____ REGISTERED CIVIL ENGINEER/ REGISTERED GEOTECHNICAL ENGINEER _____ DATE _____

PROJECT CONTACTS:

APPLICANT:
FOUR CORNERS PROPERTIES
339 S. SAN ANTONIO ROAD, SUITE 2B
LOS ALTOS, CA 94022
(650) 823-1111
CONTACT: RICH YING

ARCHITECT:
DGA
550 ELLIS STREET
MOUNTAIN VIEW, CA 94043
(650) 943-1660
CONTACT: KAREN KUKLIN

CIVIL ENGINEER:
BKF ENGINEERS
1730 N. FIRST STREET, SUITE 600
SAN JOSE, CA 95112
(408) 467-9100
CONTACT: SCOTT SCHORK

GEOTECHNICAL ENGINEER:
CORNERSTONE EARTH GROUP
1259 OAKMEAD PARKWAY
SUNNYVALE, CA 94085
(408) 245-4600
CONTACT: STEPHEN OHLSEN

LANDSCAPE ARCHITECT:
SWA
530 BUSH STREET, 6TH FLOOR
SAN FRANCISCO, CA 94108
(415) 838-8770
CONTACT: RENE BIHAN

ENGINEER'S STATEMENT

THIS PLAN HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE.

SCOTT SCHORK, P.E. DATE:
BKF ENGINEERS

DGA planning | architecture | interiors

550 Ellis Street, Mountain View, CA 94043 650-943-1660
201 Filbert Street, 3rd Floor, San Francisco, CA 94133 415-477-2700
2550 Fifth Avenue, Suite 115, San Diego, CA 92103 619-685-3990
1720 8th Street, Sacramento, CA 95811 916-441-6800

CONSULTANTS

Civil Engineer
BKF ENGINEERS
1730 N. FIRST STREET, SUITE 600
SAN JOSE, CA 95112
408.314.4561

MEP / Lighting / T24
EXP, INC.
415 MONTGOMERY ST, SUITE 300
SAN FRANCISCO, CA 94104
415.362.5025

Landscape Architect
SWA
530 BUSH STREET, 6TH FL.
SAN FRANCISCO, CA 94108
415.254.4652

Structural Engineer
KPFF Consulting Engineers
45 FREMONT STREET, 28th FL.
SAN FRANCISCO, CA 94105
415.989.1004

Parking
Watry Design, Inc.
2099 GATEWAY PLACE, SUITE 550
SAN JOSE, CA 95110
833.917.7275

BKF ENGINEERS
1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
(408) 467-9100
www.bkf.com

STAMP



KEY PLAN

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.15.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT: 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT: 1301 SHOREWAY, BELMONT

ADDRESS: 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE: AS SHOWN

TITLE

COVER SHEET

C001

PROJECT DESCRIPTION

THE PROJECT INCLUDES DEMOLITION OF THE EXISTING STRUCTURE AND BUILD ONE (1) SEVEN–STORY BUILDING, ONE (1) EIGHT–STORY BUILDING AND NINE–LEVEL PARKING GARAGE, SITE WORK AND UNDERGROUND UTILITIES

LOCATION:

1301 SHOREWAY ROAD, BELMONT, CA 94002

UTILITIES:

STORM DRAIN: CITY OF BELMONT
WATER DISTRICT: MID–PENINSULA WATER DISTRICT
SEWER DISTRICT: CITY OF BELMONT

REFERENCES:

TOPOGRAPHIC SURVEY PREPARED BY BKF ENGINEERS DATED ON NOVEMBER 11, 2021.
GEOTECHNICAL REPORT BY CORNERSTONE EARTH GROUP DATED MAY 9, 2022.

1.	CIVIL ENGINEER	BKF ENGINEERS 1730 N. FIRST STREET, SUITE 600 SAN JOSE, CA 95112 (408) 467–9117 CONTACT: MARTIN PARISSENTI
2.	GEOTECHNICAL ENGINEER	CORNERSTONE EARTH GROUP 1259 OAKMEAD PARKWAY SUNNYVALE, CA 94085 (408) 245–4600 CONTACT: STEPHEN OHLSEN
3.	CITY	CITY OF BELMONT ONE TWIN PINES LANE BELMONT, CA 94002 (650) 595–7425
4.	LEGALLY RESPONSIBLE PERSON	FOUR CORNERS PROPERTIES 339 S. SAN ANTONIO ROAD, SUITE 2B LOS ALTOS, CA 94022 (650) 823–1111 CONTACT: RICH YING

CITY STANDARD NOTES

1. ALL WORKMANSHIP AND MATERIALS FOR BOTH ON–SITE AND OFF–SITE IMPROVEMENTS SHALL CONFORM TO THE LATEST EDITION OF THE CITY OF BELMONT, PUBLIC WORKS DEPARTMENT, STANDARD SPECIFICATIONS, AND/OR THE LATEST EDITION OF THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS AND STANDARD PLANS.
2. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR BEING FAMILIAR WITH THE PROVISIONS AND REQUIREMENTS CONTAINED IN THE CITY STANDARD SPECIFICATIONS, CONTRACTOR SHALL HAVE A COPY AVAILABLE AT THE JOB SITE AT ALL TIMES.
3. CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
4. CONTRACTOR SHALL REQUEST INSPECTIONS A MINIMUM OF 24 HOURS IN ADVANCE BY CALLING THE PUBLIC WORKS DEPARTMENT AT (650) 991–8064, 8:00A.M. TO 9:00A.M., MONDAY.
5. THE CONTRACTOR SHALL CONTACT THE WATER DISTRICT (MID–PENINSULA WATER DISTRICT), AT&T CABLE SERVICES, BELMONT SANITATION DISTRICT, PACIFIC GAS AND ELECTRIC COMPANY, AT&T, AND UNDERGROUND SERVICE ALERT (USA) (811 OR 1–800–642–2444), (AND ANY OTHER POTENTIALLY IMPACTED PUBLIC OR PRIVATE UTILITY COMPANIES) A MINIMUM OF 48 HOURS BEFORE UNDERGROUND CONSTRUCTION IS PERFORMED, TO ASCERTAIN THE LOCATION OF THE EXISTING UNDERGROUND UTILITIES WITHIN THE PROJECT AREA UNLESS A CITY ENCROACHMENT PERMIT SPECIFIES OTHERWISE. CONTRACTOR IS RESPONSIBLE FOR BLACKING OUT U.S.A. MARKINGS AFTER THE COMPLETION OF CONSTRUCTION.
6. CONTRACTOR SHALL PROVIDE EMERGENCY TELEPHONE NUMBERS TO THE POLICE, FIRE AND PUBLIC WORKS DEPARTMENT AND KEEP THEM INFORMED DAILY REGARDING STREETS UNDER CONSTRUCTION AND DETOURS. DETOURS SHALL NOT BE PERMITTED UNLESS APPROVED IN WRITING BY THE PUBLIC WORKS DIRECTOR OR CITY ENGINEER.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL EXISTING UTILITIES IN THE FIELD, LOCATIONS OF UTILITIES AND UNDERGROUND FACILITIES SHOWN ARE APPROXIMATE AND FOR GENERAL INFORMATION ONLY.
8. DURING THE COURSE OF THE PROJECT CONSTRUCTION (INCLUDING NON–WORKING HOURS) THE CONTRACTOR SHALL PROVIDE APPROPRIATE SIGNAGE, FLASHERS AND BARRICADES FOR OPEN TRENCHES THAT ARE APPROVED BY THE CITY INSPECTOR TO WARN ONCOMING MOTORISTS, BICYCLISTS AND PEDESTRIANS OF POTENTIAL SAFETY HAZARDS.
9. ALL MATERIAL SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
10. ALL UNDERGROUND UTILITY WORK IN THE STREET AREAS SHALL BE COMPLETED PRIOR TO PLACEMENT OF BASE ROCK UNLESS OTHERWISE NOTED.
11. CONTRACTOR SHALL CONFORM TO EXISTING STREETS, SURROUNDING LANDSCAPE AND OTHER IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC., AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS OR HAZARDOUS CONDITIONS.
12. CONTRACTOR SHALL COORDINATE ALL NECESSARY UTILITY RELOCATIONS, IF REQUIRED, WITH THE APPROPRIATE UTILITY COMPANIES.
13. FOR ALL CONSTRUCTION ACTIVITY THE CONTRACTOR SHALL CONTROL DUST IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF BELMONT PUBLIC WORKS DEPARTMENT STANDARD SPECIFICATIONS AND STANDARD PLANS – GENERAL PROVISIONS; SECTION 10 OF THE STANDARD SPECIFICATIONS; THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) CONSTRUCTION MANUAL (CHAPTER 4 – CONSTRUCTION DETAILS – SECTION 10 DUST CONTROL); AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS. THE USE OF ANY CITY OF BELMONT WATER FOR THIS PURPOSE SHALL BE FROM A METERED SOURCE THAT IS APPROVED BY THE CITY OF BELMONT WATER DIVISION AND SHALL BE REQUESTED IN WRITING BY THE CONTRACTOR. CONTRACTOR SHALL ASSUME LIABILITY FOR CLAIMS RELATED TO WIND BLOWN MATERIAL IF THE DUST CONTROL IS INADEQUATE AS DETERMINED BY THE PUBLIC WORKS DIRECTOR OR HIS DESIGNATED REPRESENTATIVE, THE CONSTRUCTION WORK SHALL BE TERMINATED UNTIL CORRECTIVE MEASURES ARE TAKEN.
14. CONTRACTOR SHALL ELIMINATE OR MINIMIZE NON–STORM WATER DISCHARGES FROM THE CONSTRUCTION SITE TO STORM DRAINS AND OTHER WATER BODIES. ALL CONSTRUCTION ACTIVITIES SHALL BE PERFORMED IN A MANNER THAT MINIMIZES, TO THE MAXIMUM EXTENT PRACTICABLE, ANY POLLUTANTS ENTERING DIRECTLY OR INDIRECTLY THE STORM WATER SYSTEM OR GROUND WATER. THE THE CONTRACTOR SHALL ENSURE THAT NO CONSTRUCTION MATERIALS (I.E. CLEANING FRESH CONCRETE FROM EQUIPMENT) ARE CONVEYED INTO THE STORM DRAIN SYSTEM. ALL MATERIALS THAT COULD CAUSE WATER POLLUTION (I.E MOTOR OIL, FUELS, PAINTS, ETC.) SHALL BE STORED AND USED IN A MANNER THAT WILL NOT CAUSE ANY POLLUTION. ALL DISCARDED MATERIAL AND ANY ACCIDENTAL SPILLS SHALL BE REMOVED AND DISPOSED OF AT AN APPROVED DISPOSAL SITE. CONTRACTOR SHALL PROVIDE TO THE PUBLIC WORKS DEPARTMENT ANY CHANGES PROPOSED FOR THE PROJECT'S EROSION CONTROL PLAN AND SHALL PROVIDE SCHEDULE FOR IMPLEMENTATION OF CONTROL MEASURES. CONTRACTOR SHALL MEET WITH CITY PUBLIC WORKS STAFF PRIOR TO OCTOBER 1 TO REVIEW STATUS OF PROJECT'S EROSION CONTROL AND WATER POLLUTION MEASURES. CONTRACTOR SHALL MEET THE REQUIREMENTS OF DISCHARGING TO A PUBLIC STORM DRAINAGE SYSTEM AS REQUIRED TO ENSURE COMPLIANCE BY THE CITY WITH ALL STATE AND FEDERAL LAWS AND REGULATIONS RELATED TO STORM WATER AS STIPULATED IN THE CLEAN WATER ACT. CONTRACTOR SHALL MEET THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM ("NPDES") PERMIT IN EFFECT PRIOR TO COMPLETION OF PROJECT CONSTRUCTION FOR STORM WATER DISCHARGES FROM THE MUNICIPAL STORM WATER SYSTEM OPERATED BY THE CITY OF BELMONT. CONTRACTOR SHALL COMPLY WITH THE STORM WATER POLLUTION MITIGATION PLAN ("SWPMP") SUBMITTED BY DEVELOPERS PART OF ITS APPLICATION AS (MODIFIED AND) APPROVED BY THE DIRECTOR OF PUBLIC WORKS OR CITY ENGINEER.
15. NO GRADING AND/OR EXCAVATION SHALL BE PERFORMED EXCEPT IN ACCORDANCE WITH THE APPROVED EROSION CONTROL PLAN AND SCHEDULE. THE CONTRACTOR SHALL HAVE ALL EROSION CONTROL MEASURES ON SITE DURING THE COURSE OF THE WORK AND INSTALLED IN ACCORDANCE WITH THE APPROVED EROSION CONTROL PLAN SCHEDULE.
16. ALL TRAFFIC CONTROL REQUIRED FOR CONSTRUCTION ACTIVITIES SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF THE CALTRANS TRAFFIC MANUAL. FOR ALL LANE CLOSURES AND DETOURS, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE CITY OF BELMONT FOR REVIEW AND APPROVAL AT LEAST FIVE WORKING DAYS BEFORE THE SCHEDULED CLOSURE.
17. IF ANY CONSTRUCTION ACTIVITIES OCCUR ON AN ADJACENT NEIGHBOR'S PROPERTY, INCLUDING BUT NOT LIMITED TO; GRADING OR STORM DRAINAGE WORK, THE DEVELOPER SHALL PROVIDE A RIGHT–OF–ENTRY/TEMPORARY CONSTRUCTION EASEMENT SIGNED BY THE OWNER OF RECORD OF THE AFFECTED PROPERTY PRIOR TO APPROVAL OF THESE IMPROVEMENT PLANS.
18. THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT REQUIRES THAT A FIRE HYDRANT BE IN SERVICE WITHIN 250 FEET OF THE FURTHEST POINT OF CONSTRUCTION PRIOR TO THE STOCKPILING OF COMBUSTIBLE MATERIALS OR THE BEGINNING OF COMBUSTIBLE CONSTRUCTION.
19. THE DEVELOPER SHALL PROVIDE A CURB TO CURB RESURFACING OF THE EXISTING STREET PAVEMENT WHENEVER A STREET IS CUT, EITHER BY A LONGITUDINAL OR TRANSVERSE CUT, FOR UTILITY OR OTHER IMPROVEMENT INSTALLATIONS. THE RESURFACING SHALL EXTEND A SUFFICIENT DISTANCE BEYOND ANY CUT TO ENSURE A SMOOTH TRANSITION AND SHALL CONSIST OF EITHER A 0.15 FOOT ASPHALT CONCRETE OVERLAY, OR PETROMAT WITH A MINIMUM OF 0.15 FOOT ASPHALT CONCRETE OVERLAY, DEPENDING UPON THE EXTENT OF THE PROPOSED PAVEMENT CUTS AND THE CONDITION OF THE EXISTING PAVEMENT SECTION, AS DETERMINED BY THE CITY ENGINEER. STREET RESURFACING WILL BE REQUIRED FOR ALL CUTS RESULTING FROM IMPROVEMENTS THAT INCLUDE BUTARE NOT LIMITED TO PAVEMENT WIDENING, CURB AND GUTTER, STORM DRAIN, WATER, SEWER AND OTHER UTILITIES (INCLUDING PG&E, TELEPHONE AND CABLE) FOR THE PROJECT. THE LIMITS OF THE OVERLAY MAY EXTEND BEYOND THE PROJECT FRONTAGE TO COVER THE UTILITY TRENCHES.
20. IF THE STREETS OR ACCESS ROADS IN A DEVELOPMENT ARE NOT PAVED FROM OCTOBER 15TH THROUGH APRIL 15TH, THE CITY REQUIRES THAT A TEMPORARY ALL WEATHER ACCESS ROAD BE PROVIDED.
21. IN ACCORDANCE WITH THE "PUBLIC WORKS DEPARTMENT STANDARD SPECIFICATIONS AND STANDARD PLANS", SECTION 3.04.02 "FIRE ACCESS REQUIREMENTS (FOR BUILDING CONSTRUCTION)", TEMPORARY ALL WEATHER CONSTRUCTION PHASE FIRE DEPARTMENT ACCESS ROUTE STRUCTURAL SECTIONS SHALL CONSIST OF MINIMUM OF 12 INCHES OF BASE ROCK MATERIAL OVER EITHER. (1) A LIME TREATED SUBGRADE, OR (2) A SUBGRADE COVERED WITH FABRIC IN ACCORDANCE WITH THE FOLLOWING DESIGN CRITERIA:
    A. SUBGRADE IS DEFINED AS THE NATIVE SOIL AT THE BOTTOM OF THE ACCESS ROUTE STRUCTURAL SECTION, EXCAVATED TO THE LINES AND GRADES SHOWN ON THE PROJECT GRADING PLAN, AND PROVIDED WITH A DISCHARGE FOR THE COLLECTED STORM WATER RUNOFF, AS APPROVED BY THE CITY ENGINEER.
    B. BASE ROCK SHALL BE CLASS II AGGREGATE BASE COMPACTED TO AT LEAST 95% RELATIVE COMPACTION.
    C. BASE ROCK SHALL BE PLACED ONLY ON A FIRM AND UNYIELDING (COMPACTED TO AT LEAST 95% RELATIVE COMPACTION) EXCAVATED AND DRAINED SUBGRADE.
    D. LIME TREATED SUBGRADES SHALL BE DESIGNED IN ACCORDANCE WITH THE RECOMMENDATIONS OF A GEOTECHNICAL ENGINEER AND COMPACTED TO AT LEAST 95% RELATIVE COMPACTION.
    E. FABRIC SHALL BE GROUND STABILIZATION FABRIC SUCH A MIRAFI 600X OR EQUIVALENT.
    F. FIRE DEPARTMENT ACCESS SHALL BE A MINIMUM 20 FEET IN WIDTH AND PROVIDED SO THAT A 150 FOOT LENGTH OF HOSE CAN BE EXTENDED FROM THE PARKED FIRE VEHICLE TO ALL POINTS ALONG THE EXTERIOR PERIMETER OF ALL STRUCTURES.
    G. ALTERNATE ALL WEATHER ACCESS ROAD SECTIONS MAY BE PROPOSED BY A GEOTECHNICAL ENGINEER AND SUBMITTED TO THE PUBLIC WORKS DIRECTOR FOR APPROVAL. APPROVAL OF THE PUBLIC WORKS DIRECTOR AND FIRE MARSHAL IS REQUIRED FOR ALTERNATE ALL WEATHER ACCESS ROADS.
22. RECYCLED AGGREGATE BASEROCK MAY BE USED AS AGGREGATE SUBBASE MATERIAL IN OVER EXCAVATED ROADWAYS, UNDER SIDEWALKS, HANDICAP RAMPS AND DRIVEWAY APPROACHES AND AS TRENCH BACKFILL THREE FEET BELOW FINISH GRADE ELEVATION. RECYCLED AGGREGATE BASE MAY NOT BE USED IN DESIGN STREET SECTIONS, UNDER CURBS AND GUTTERS OR IN THE TOP THREE FEET OF TRENCHES FOR FRENCH BACKFILL.
23. ALL CONSTRUCTION AND RELATED ACTIVITIES WHICH REQUIRE A CITY PERMIT SHALL BE ALLOWED ONLY DURING THE HOURS OF 8:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY AND 10:00 A.M. TO 5:00 P.M., SATURDAYS. NO CONSTRUCTION ACTIVITY OR RELATED ACTIVITIES SHALL BE ALLOWED OUTSIDE OF THE AFOREMENTIONED HOURS OR ON SUNDAYS AND THE FOLLOWING HOLIDAYS: NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, 4TH OF JULY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY. ALL GASOLINE POWERED CONSTRUCTION EQUIPMENT SHALL BE EQUIPPED WITH AN OPERATING MUFFLER OR BAFFLING SYSTEM AS ORIGINALLY PROVIDED BY THE MANUFACTURER, AND NO MODIFICATION TO THESE SYSTEMS IS PERMITTED, UNLESS A SPECIAL PERMISSION IS GIVEN BY THE CITY OF BELMONT TO THE DEVELOPER. IF THE REQUEST TO WORK OUTSIDE OF THE DESIGNATED HOURS IS APPROVED, THE CONTRACTOR MAY BE REQUIRED TO PAY THE COST OF PROVIDING INSPECTION SERVICES FOR THE WORK BEING PERFORMED. IF INSPECTION SERVICES ARE NOT AVAILABLE FOR THE REQUESTED CHANGE, THE CITY ENGINEER MAY DENY THE REQUEST.
    A. ALL MUFFLER SYSTEMS ON CONSTRUCTION EQUIPMENT SHALL BE PROPERLY MAINTAINED.
    B. ALL CONSTRUCTION EQUIPMENT SHALL NOT BE PLACED ADJACENT TO DEVELOPED AREAS UNLESS SAID EQUIPMENT IS PROVIDED WITH ACOUSTICAL SHIELDING.
    C. ALL CONSTRUCTION AND GRADING EQUIPMENT SHALL BE SHUTDOWN WHEN NOT ACTIVELY IN USE.
    D. THE CITY ENGINEER, PLANNING COMMISSION OR CITY COUNCIL MAY IMPOSE ADDITIONAL LIMITATIONS ON WORKING HOURS AND NOISE BASED ON THE SPECIAL CIRCUMSTANCES THAT MAY BE ASSOCIATED WITH A PARTICULAR PROJECT. IN WHICH CASE, THE MORE STRINGENT LIMITATIONS SHALL APPLY.
24. ANY PEDESTRIAN ACCESS THROUGH AND/OR ADJACENT TO THE PROJECT SITE SHALL REMAIN UNOBSTRUCTED DURING THE PROJECT CONSTRUCTION OR AN ALTERNATE ROUTE SHALL BE ESTABLISHED AS APPROVED BY THE POLICE CHIEF AND CITY ENGINEER.
25. ALL CONSTRUCTION ACTIVITIES SHALL MEET THE UNIFORM BUILDING CODE REGULATIONS FOR SEISMIC SAFETY (I.E. REINFORCING PERIMETER AND/OR LOAD BEARING WALLS, BRACING PARAPETS, ETC.)
26. DURING THE CONSTRUCTION/DEMOLITION/RENOVATION PERIOD OF THE PROJECT, THE CONTRACTOR SHALL USE THE FRANCHISED GARBAGE HAULER FOR THE SERVICE AREA IN WHICH THE PROJECT IS LOCATED TO REMOVE ALL WASTES GENERATED DURING PROJECT DEVELOPMENT UNLESS THE CONTRACTOR TRANSPORTS PROJECT WASTE, THE CONTRACTOR MUST USE THE APPROPRIATE LANDFILL FOR THE SERVICE AREA IN WHICH THE PROJECT IS LOCATED.
27. THE CONTRACTOR SHALL PROVIDE FOR THE SOURCE SEPARATION OF WOOD WASTE FOR RECYCLING. THE CONTRACTOR SHALL USE THE FRANCHISED GARBAGE HAULER FOR THE SERVICE AREA IN WHICH LOCATED TO COLLECTION WHERE WOOD WASTE, UNLESS THE CONTRACTOR TRANSPORTS SUCH WOOD WASTE TO A LOCATION WHERE WOOD WASTE IS RECYCLED.
28. THE PAVEMENT STRUCTURAL SECTION SUBGRADE AND BASE ROCK MATERIALS SHALL BE COMPACTED TO A MINIMUM OF 95% AND SHALL BE FIRM AND UNYIELDING PROOF–ROLLING OF THE FINISHED SUBGRADE AND THE BASE ROCK MATERIALS SHALL BE PERFORMED BY THE DEVELOPER'S CONTRACTOR AND REVIEWED AND APPROVED BY THE CITY OF BELMONT CONSTRUCTION INSPECTOR PRIOR TO PLACEMENT OF ADDITIONAL MATERIALS. THE DEVELOPER'S GEOTECHNICAL ENGINEER SHALL PROVIDE AN APPROPRIATE METHOD TO STABILIZE THE AREAS OF DEFLECTION IDENTIFIED. COMPACTION TESTING SHALL BE PER ASTM 1557.
29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS AND CONTROL POINTS. ALL MONUMENTS DESTROYED DURING CONSTRUCTION SHALL BE RESURVEYED AND REPLACED BY THE CONTRACTOR AND AT THE CONTRACTOR'S EXPENSE AS OUTLINED IN THE BUSINESS AND PROFESSIONS CODE, SECTION 8771.
30. THE OWNER OR CONTRACTOR SHALL OBTAIN PERMITS FROM THE PUBLIC WORKS DEPARTMENT PRIOR TO STARTING INSTALLATION OF UNDERGROUND SITE WATER SERVICE, SEWER LATERAL SERVICE AND STORM DRAINAGE SYSTEM.
31. THE OWNER OR CONTRACTOR SHALL OBTAIN NECESSARY PERMITS FROM THE PUBLIC WORKS DEPARTMENT PRIOR TO STARTING WORK ON PUBLIC RIGHT OF WAY.
32. ALL WORK ON PUBLIC RIGHT OF WAY SHALL BE PER CURRENT STANDARDS AND SPECIFICATIONS.
33. A CERTIFIED DISTRIBUTION SYSTEM OPERATOR MUST BE PRESENT FOR ALL HYDROSTATIC TESTING, CHLORINATION, FLUSHING, BACTERIA TESTING AND CONNECTIONS TO THE EXISTING SYSTEM, PER CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, OPERATOR CERTIFICATION REGULATIONS, SECTION 63770. THE CITY OF BELMONT ENGINEER MUST RECEIVE THE REQUEST FOR THE CERTIFIED OPERATOR TO BE PRESENT FOR THESE OPERATIONS IN REQUEST FOR THE CERTIFIED OPERATOR TO BE PRESENT FOR THESE OPERATIONS IN WRITING NO LESS THAN SIX(6) WORKING DAYS PRIOR TO THE ANTICIPATED DATE OF WORK.
34. DRAIN PIPE MATERIAL SHALL BE REINFORCED CONCRETE PIPE AND SHALL CONFORM ASTM DESIGNATION C76 CLASS III, IV OR V, PVC SDR–25 OR AS SPECIFIED ON PLANS. USE RCP CLASS III OR PVC SDR–35 WITH 18" OR MORE MINIMUM COVER, RCP CLASS IV WITH 12"–18" MINIMUM COVER, RCP CLASS IV ENCASED IN CDF WITH 6"–12" MINIMUM COVER AND DUCTILE IRON PIPE ENCASED IN CDF WITH 0"–6" MINIMUM COVER. IN ALL CASES, JOINTS, FOR CONCRETE PIPE SHALL BE RUBBERED GASKET JOINTS. (NOTE: MINIMUM COVER IS FROM BOTTOM OF AB TO TOP OUTSIDE DIAMETER OF DRAIN PIPE)

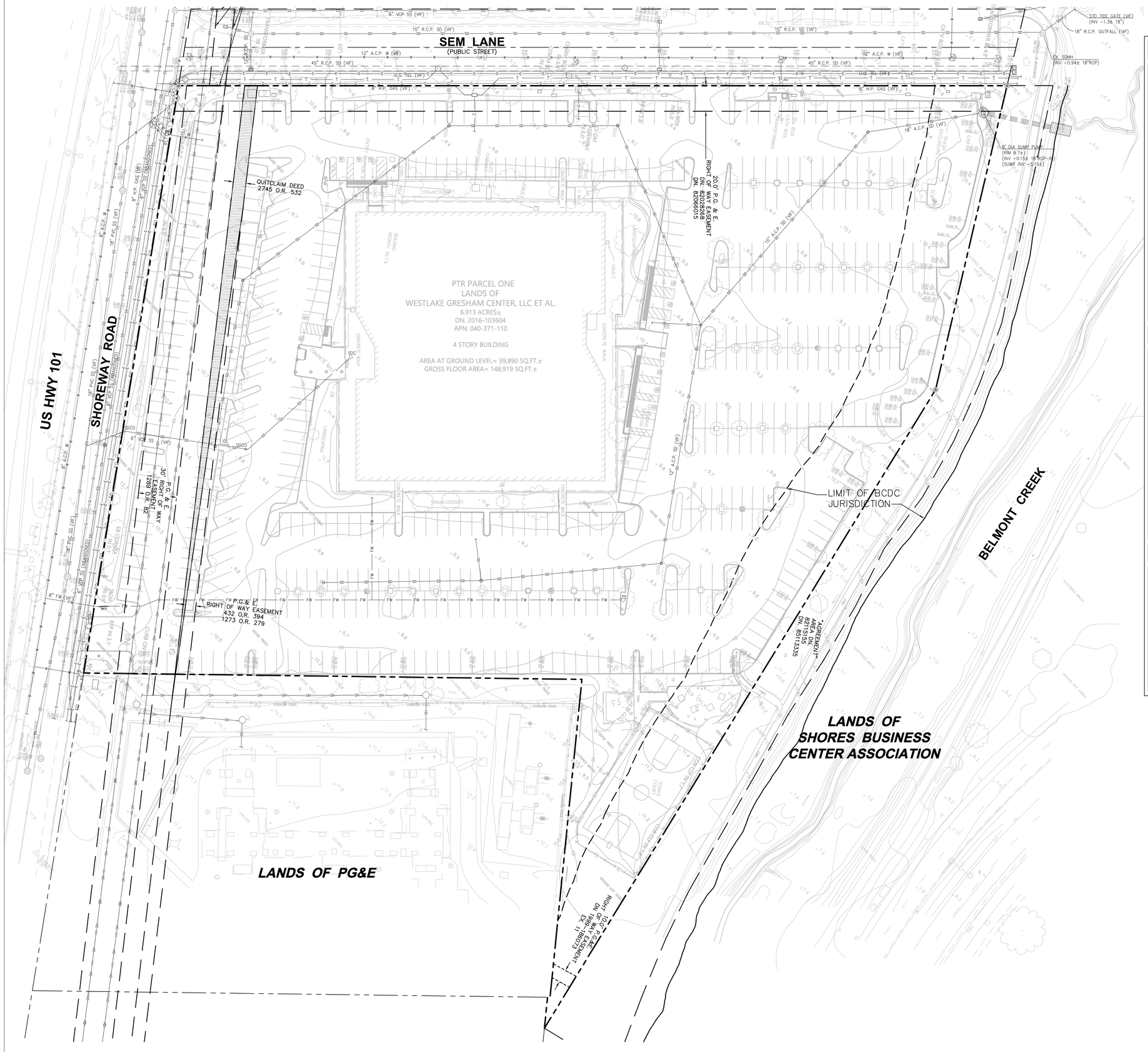
GENERAL NOTES

1. ALL REVISIONS TO THIS PLAN MUST BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION AND SHALL BE ACCURATELY SHOWN ON REVISED PLANS STAMPED AND SIGNED BY CITY ENGINEER PRIOR TO THE INSTALLATION OF THE IMPROVEMENTS.
2. STANDARD TECHNICAL SPECIFICATIONS AND STANDARD DETAILS FOR WORK WITHIN PUBLIC RIGHT OF WAY SHALL BE THE CITY OF BELMONT ENGINEERING STANDARDS LATEST EDITION IN FORCE AT THE TIME OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY WITHIN THE LIMITS OF THE PROPOSED WORK. REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND THE CITY ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXEMPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF ENGINEER.
3. EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED AND SHEETED SO THAT THE EXCAVATION WALLS WILL NOT SLIDE OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK OF ADEQUATE SHORING, BRACING AND SHEETING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND HE SHALL AFFECT NECESSARY REPAIRS OR RECONSTRUCTION AT HIS OWN EXPENSE. WHERE THE EXCAVATION FOR A CONDUIT TRENCH AND/OR STRUCTURE IS FIVE FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING SHORING AND BRACING OR EQUIVALENT METHOD FOR THE PROTECTION OF LIFE OR LIMB WHICH SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE SATE OF CALIFORNIA. THE CONTRACTOR SHALL ALWAYS COMPLY WITH OSHA REQUIREMENTS.
4. THE CONTRACTOR SHALL RESTORE ALL DAMAGED, REMOVED OR OTHERWISE DISTURBED WALLS, FENCES, SERVICES, UTILITIES, LANDSCAPING AND IRRIGATION IMPROVEMENTS OR FEATURES OF WHATEVER NATURE, DUE TO CONTRACTOR'S WORK.
5. EXCAVATION, HAULING AND BACKFILL SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF BELMONT.
6. EXISTING VEGETATION IS TO BE CLEARED AND GRUBBED AS REQUIRED FOR CONSTRUCTION
7. ANY EXISTING IMPROVEMENTS, UTILITIES OR PAVEMENT/CURB MARKINGS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AND/OR REPAIRED TO FACILITY OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
8. CONTRACTOR SHALL USE HAND TOOLS WHEN EXCAVATING NEAR ALL WATER, SEWER, STORM, GAS, ELECTRIC, COMMUNICATION AND CABLE LINES
9. PROJECT SHALL COMPLY WITH THE 2019 CALIFORNIA CODE OF REGULATIONS AND ALL APPLICABLE CITY OF BELMONT ORDINANCES.

CONSTRUCTION GENERAL NOTES

IN ACCORDANCE WITH THE NPDES PERMIT COMPLIANCE CHECKLIST FOR THE CITY OF BELMONT, THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING:

1. BEFORE DEMOLITION, CONTRACTOR TO SET REFERENCE POINTS FOR CONTROL LINE AT EXISTING FACE OF CURB AS NEEDED TO REPLACE EXISTING GUTTER TO MATCH (E) FLOWLINE.
2. STORE, HANDLE AND DISPOSE OF CONSTRUCTION MATERIALS AND WASTES PROPERLY, SO AS TO PREVENT THEIR CONTACT WITH STORMWATER.
3. CONTROL AND PREVENT THE DISCHARGE OF ALL POTENTIAL POLLUTANTS, INCLUDING SOLID WASTES, PAINTS, CONCRETE, PETROLEUM PRODUCTS, CHEMICALS, WASHWATER OR SEDIMENTS AND NON–STORMWATER DISCHARGES TO STORM DRAINS AND WATERCOURSES.
4. USE SEDIMENT CONTROL OR FILTRATION TO REMOVE SEDIMENT FROM DEWATERING EFFLUENT.
5. AVOID CLEANING, FUELING OR MAINTAINING VEHICLES ON–SITE, EXCEPT IN A DESIGNATED AREA IN WHICH RUNOFF IS CONTAINED AND TREATED.
6. DELINEATE CLEARING LIMITS, EASEMENTS, SETBACKS, SENSITIVE OR CRITICAL AREAS, BUFFER ZONES, TREES, AND DRAINAGE COURSES WITH FIELD MARKERS.
7. PROTECT ADJACENT PROPERTIES AND UNDISTURBED AREAS FROM CONSTRUCTION IMPACTS USING VEGETATIVE BUFFER STRIPS, SEDIMENT BARRIERS OR FILTERS, DIKES, MULCHING, OR OTHER MEASURES AS APPROPRIATE.
8. PERFORM CLEARING AND EARTH MOVING ACTIVITIES ONLY DURING DRY WEATHER.
9. LIMIT AND TIME APPLICATIONS OF PESTICIDES AND FERTILIZERS TO PREVENT POLLUTED RUNOFF.
10. LIMIT CONSTRUCTION ACCESS ROUTES AND STABILIZE DESIGNATED ACCESS POINTS.
11. AVOID TRACKING DIRT OR OTHER MATERIALS OFF–SITE. SWEEP PAVED AREAS AND SIDEWALKS USING DRY SWEEPING METHODS.
12. ALL NOISE–PRODUCING PROJECT EQUIPMENT AND VEHICLES USING INTERNAL COMBUSTION ENGINES SHALL BE EQUIPPED WITH MUFFLERS, AIR–INLET SILENCERS WHERE APPROPRIATE, AND ANY OTHER SHROUDS, SHIELDS, OR NOISE–REDUCING FEATURES IN GOOD OPERATING CONDITION THAT MEET OR EXCEED ORIGINAL FACTORY SPECIFICATION. MOBILE OR FIXED "PACKAGE" EQUIPMENT SHALL BE EQUIPPED WITH SHROUDS AND NOISE CONTROL FEATURES THAT ARE READILY AVAILABLE FOR THAT TYPE OF EQUIPMENT.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EQUIPMENT IN BEST POSSIBLE WORKING CONDITION.
14. CONSTRUCTION EQUIPMENT, INCLUDING MOBILE EQUIPMENT STAGING, PARKING, AND MAINTENANCE AREAS SHALL BE LOCATED AS FAR AS PRACTICABLE FROM NOISE–SENSITIVE RECEIVERS.
15. THE USE OF NOISE–PRODUCING SIGNALS, INCLUDING HORNS, WHISTLES, ALARMS, AND BELLS SHALL BE FOR SAFETY WARNING PURPOSES ONLY.
16. ADJACENT PROPERTY OWNERS, PROPERTY MANAGERS (WHO WOULD IN TURN NOTIFY TENANTS), AND BUSINESS OWNERS OF ADJACENT PARCELS SHALL BE NOTIFIED OF THE CONSTRUCTION SCHEDULE IN WRITING AND IN ADVANCE OF THE WORK. THE NOTIFICATION SHALL INCLUDE THE NAME AND PHONE NUMBER OF A PROJECT REPRESENTATIVE OR SITE SUPERVISOR.
17. AN ON–SITE CONSTRUCTION SUPERVISOR SHALL HAVE THE RESPONSIBILITY AND AUTHORITY TO RECEIVE AND RESOLVE NOISE COMPLAINTS. A CLEAR APPEAL PROCESS TO THE OWNER SHALL BE ESTABLISHED PRIOR TO CONSTRUCTION COMMENCEMENT THAT SHALL ALLOW FOR RESOLUTION OF NOISE PROBLEMS THAT CANNOT BE IMMEDIATELY SOLVED BY THE SITE SUPERVISOR.
18. A TRUCK ROUTING PLAN FOR EACH WORK SITE TO MINIMIZE IMPACTS FROM CONSTRUCTION TRUCK TRAFFIC DURING EQUIPMENT OR MATERIAL DELIVERY AND/OR DISPOSAL.
19. ACCESS FOR EMERGENCY VEHICLES WILL BE MAINTAINED AT ALL TIMES. THE EMERGENCY SERVICE PROVIDERS WILL BE NOTIFIED OF THE TIMING, LOCATION, AND DURATION OF CONSTRUCTION ACTIVITIES IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES.
20. CONSTRUCTION CREWS SHALL HAVE CLEARLY MARKED PARKING AREAS TO MINIMIZE IMPACTS ON STREET PARKING.
21. ALL GRADING SHALL BE IN CONFORMANCE WITH CITY GRADING ORDINANCE, CHAPTER 9, SECTION 3 AND PER THE APPROVED RECOMMENDATIONS IN THE SOIL AND FOUNDATION INVESTIGATION REPORT ENTITLED: GEOTECHNICAL ENGINEERING STUDY & GEOLOGICAL HAZARD REPORT 815 OLD COUNTY ROAD BELMONT, CA 94002. DATED NOVEMBER 27, 2019.
22. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT TITLED "GEOTECHNICAL ENGINEERING STUDY & GEOLOGICAL HAZARD REPORT 815 OLD COUNTY ROAD BELMONT, CA 94002." BY GEO–ENGINEERING SOLUTIONS, INC, DATED NOVEMBER 27, 2019.
23. THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREET, SURROUNDING LANDSCAPE AND OTHER IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC. AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES LOW SPOTS OR HAZARDOUS CONDITIONS.
24. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO IMMEDIATELY NOTIFY THE ENGINEER UPON DISCOVERY OF ANY FIELD CONFLICTS.
25. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES DONE WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER.
26. ANY DEVIATIONS OR CHANGES IN THESE PLANS WITHOUT WRITTEN APPROVAL OF THE ENGINEER SHALL BE AT THE CONTRACTOR'S OWN RISK.
27. TRAFFIC CONTROL MAINTENANCE AND OPERATION SHALL COMPLY WITH ALL CITY OF BELMONT REQUIREMENTS, MUNICIPAL CODES, ALL APPLICABLE SECTIONS OF THE 2007 CBC AND WITH THE FOLLOWING STATE STANDARD SPECIFICATION SECTIONS FROM THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS FOR CONSTRUCTION OF LOCAL STREETS AND ROADS DATED JULY 2002 AS ISSUED BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.
    27a. SECTION 7–1.08 "PUBLIC CONVENIENCE"
    27b. SECTION 7–1.09 "PUBLIC SAFETY"
    27c. SECTION 12 "CONSTRUCTION ARE



LEGEND

- SANITARY SEWER/STORM DRAIN MANHOLE
- WATER VALVE
- STREET LIGHT/ELECTROLIER
- STORM DRAIN CLEANOUT
- SIGN
- JOINT POLE
- GAS VALVE
- GAS METER
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- ELECTRICAL MANHOLE
- COMMUNICATION MANHOLE
- BOLLARD
- STREET LIGHT/ELECTROLIER
- OVERHEAD POWER LINES
- FENCE LINE
- BUILDING OVERHANG
- BUILDING WALL
- EASEMENT LINE
- ROAD CENTER LINE
- ADJACENT LOT LINE
- PROPERTY LINE
- EASEMENT QUITCLAIMED

NOTES

1. THE UTILITIES SHOWN ON THIS SURVEY ARE FROM SURFACE OBSERVATION AND ARE APPROXIMATE ONLY. NO WARRANTY IS IMPLIED AS TO THE ACTUAL LOCATION, SIZE OR PRESENCE OF ANY ADDITIONAL UTILITIES OTHER THAN AS SHOWN ON THIS SURVEY.
2. BASIS OF BEARINGS:

   THE BEARING NORTH 42°16'50" EAST ALONG THE SOUTHWESTERLY LINE OF PARCEL 1 AS DESCRIBED IN THAT IN THAT CERTAIN GRANT DEED FILED FOR RECORD ON OCTOBER 06, 2016 AS DOCUMENT NUMBER 2016-103604 WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY.
3. BENCHMARK:

   THE ELEVATIONS SHOWN HEREON ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED UPON A NETWORK GNSS FIELD SURVEY PERFORMED BY BKF ENGINEERS UTILIZING THE CALIFORNIA SURVEY AND DRAFTING SUPPLY REAL-TIME NETWORK (CSDS RTN). PRIOR TO THE ACCEPTANCE OF THESE ELEVATIONS, MULTIPLE NGS BENCHMARKS WITHIN THE SITE VICINITY WERE OBSERVED WITH REDUNDANT MEASUREMENTS AND WERE CHECKED TO A TOLERANCE OF +/- 0.05'.
4. ALL EXISTING EASEMENTS TO REMAIN

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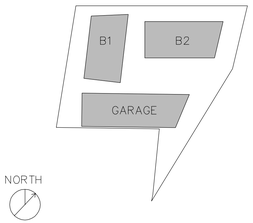
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JOSEPH SCHWARTZ
PE 47813
CIVIL
STATE OF CALIFORNIA

KEY PLAN



NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.15.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

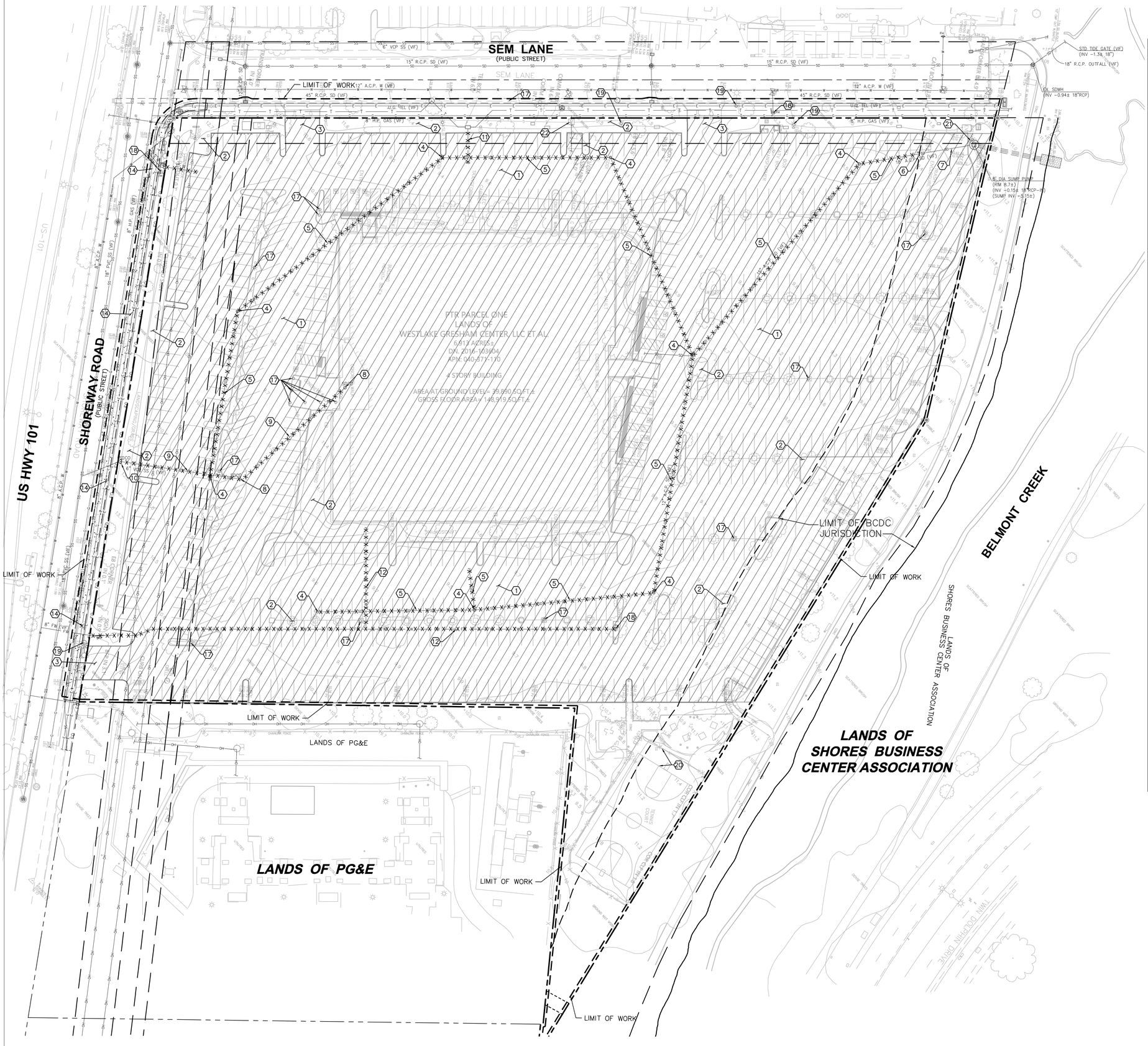
ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE 1" = 30'

TITLE
EXISTING CONDITIONS

C101



LEGEND

- EXISTING BUILDING REMOVAL
- EXISTING P.C.C., ASPHALT AND BASEROCK REMOVAL
- EXISTING VEGETATION AND PLANTING AREA
- SIDEWALK REMOVAL
- LIMIT OF WORK
- REMOVE EXISTING UTILITY
- CUT & CAP EXISTING UTILITY
- EXISTING PROPERTY LINE
- EXISTING LOT LINE
- EXISTING GAS LINE
- EXISTING ELECTRICAL LINE
- STORM DRAIN CATCH BASIN
- FIRE HYDRANT
- SD/SS MANHOLE
- AIR RELIEF VALVE

KEYNOTES

1. REMOVE EXISTING PAVEMENT AND BASE
2. REMOVE EXISTING LANDSCAPING
3. REMOVE EXISTING DRIVEWAY
4. REMOVE EXISTING STORM DRAIN STRUCTURE
5. REMOVE EXISTING STORM DRAIN LINE
6. CUT & CAP STORM DRAIN LINE
7. EXISTING STORM DRAIN LINE TO REMAIN FOR NEW CONNECTION
8. REMOVE EXISTING SANITARY SEWER CLEANOUT
9. REMOVE EXISTING SANITARY SEWER LINE
10. CUT & CAP EXISTING SANITARY SEWER LINE
11. REMOVE EXISTING TELEPHONE LINE
12. REMOVE EXISTING FIRE WATER LINE
13. EXISTING CURB & GUTTER TO REMAIN
14. REMOVE EXISTING SIDEWALK, CURB & GUTTER
15. REMOVE EXISTING SIDEWALK. DOWEL NEW SIDEWALK INTO EXISTING CURB & GUTTER
16. EXISTING AIR RELIEF VALVE TO BE ABANDONED PER CITY ABANDONMENT NOTES
17. REMOVE PARKING LIGHT
18. REMOVE EXISTING FIRE HYDRANT.
19. REMOVE EXISTING STREETLIGHT
20. EXISTING BASKETBALL COURT & FENCE TO REMAIN
21. EXISTING PUMP STATION TO REMAIN
22. REMOVE EXISTING GAS METER

GENERAL NOTES

1) STORMDRAIN PUMP STATION TO REMAIN. PROTECT IN PLACE.

2) SEE LANDSCAPE SHEET L2.4 FOR TREE PROTECTION AND REMOVAL.

3) ALL EXISTING UTILITIES NOT USED IN THIS PROJECT SHALL BE DEMOLISHED AND REMOVED PER THE CITY ABANDOMENT NOTES ON SHEET C2.0.

4) ALL EXISTING STREETLIGHTS ARE TO BE REMOVED AND REPLACED PER LIGHTING PLAN.

5) WHERE A SANITARY SEWER OR STORM DRAIN LINE IS REMOVED IN A MANHOLE, PLUG THE HOLE AND RESEAL PER THE CITY OF BELMONT ABANDONMENT NOTES ON SHEET C2.0.

6) REMOVE EXISITNG BUILDING AND SURFACE IMPROVEMENTS.

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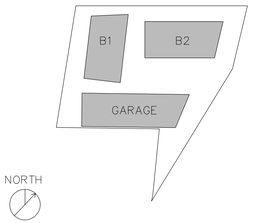
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KEY PLAN



NORTH

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.15.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

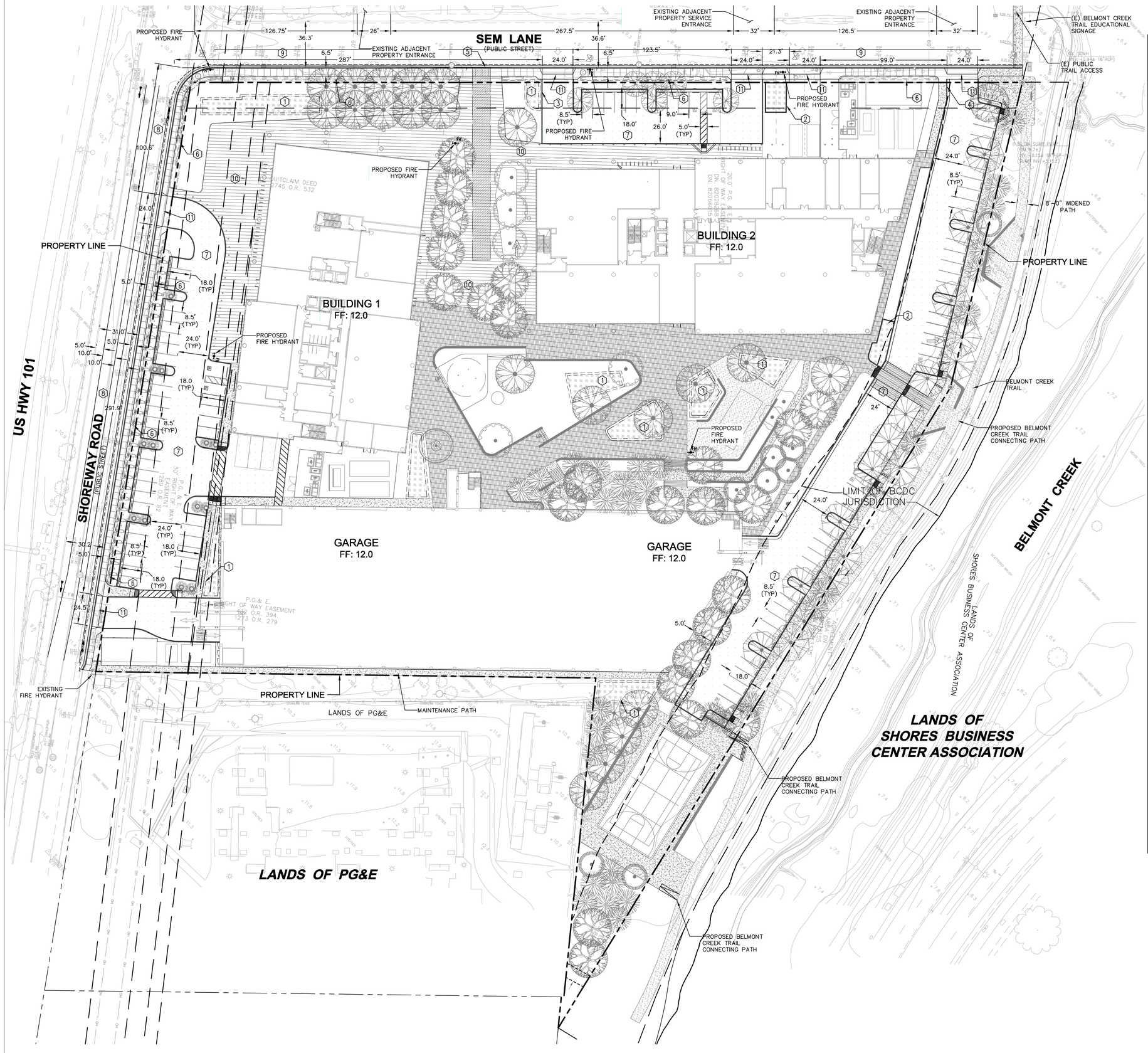
PROJECT NO. 21198

SCALE 1" = 30'

TITLE

DEMOLITION PLAN

C102



SITE PLAN LEGEND

- BOUNDARY LINE
- ADJACENT LOT LINE
- EXISTING EASEMENT LINE
- STREET CENTER LINE
- LIMIT OF BCDC JURISDICTION
- BIORETENTION AREA
- FLOW THROUGH PLANTER
- SELF RETAINING AREA
- PERMEABLE PAVEMENT
- STEP STONE
- ASPHALT PAVING
- CAST-IN-PLACE CONCRETE WALK
- TRUNCATED DOMES
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- SAND/OIL SEPARATOR
- STORM DRAIN MANHOLE
- STORM DRAIN DROP INLET / OVERFLOW DRAIN
- STORM DRAIN JUNCTION BOX
- STORM DRAIN AREA DRAIN
- STORM DRAIN CLEANOUT
- STORM DRAIN BUBBLER
- FIRE HYDRANT

SITE PLAN KEYNOTES

1. INSTALL BIORETENTION AREA PER DETAIL 2 SHEET C502
2. INSTALL FLOW THROUGH PLANTER PER DETAIL 1 SHEET C502
3. INSTALL DEEPENED CURB
4. 10.5 FEET TRANSITION FROM 6 INCH CURB TO FLUSH CURB
5. INSTALL ROLLED CURB
6. SELF RETAINING AREA PER DETAIL 7, SEE SHEET C502
7. INSTALL ASPHALT PAVEMENT (3.5" AC/13" AB, TI=6.0)
8. SLURRY SEAL FULL WIDTH OF SHOREWAY ROAD
9. SLURRY SEAL FULL WIDTH OF SEM LANE
10. INSTALL PERMEABLE PAVEMENT PER DETAIL 6 SHEET C502
11. INSTALL TYPE 4 DRIVEWAY APRON PER CITY OF BELMONT STANDARD DETAIL SI-107

SITE PLAN GENERAL NOTES

1. ALL WORK PER CITY OF BELMONT STANDARDS AND SPECIFICATIONS.

GRAPHIC SCALE
30 0 30 60

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KEY PLAN

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.15.25
1	PD APPLICATION	06.07.24

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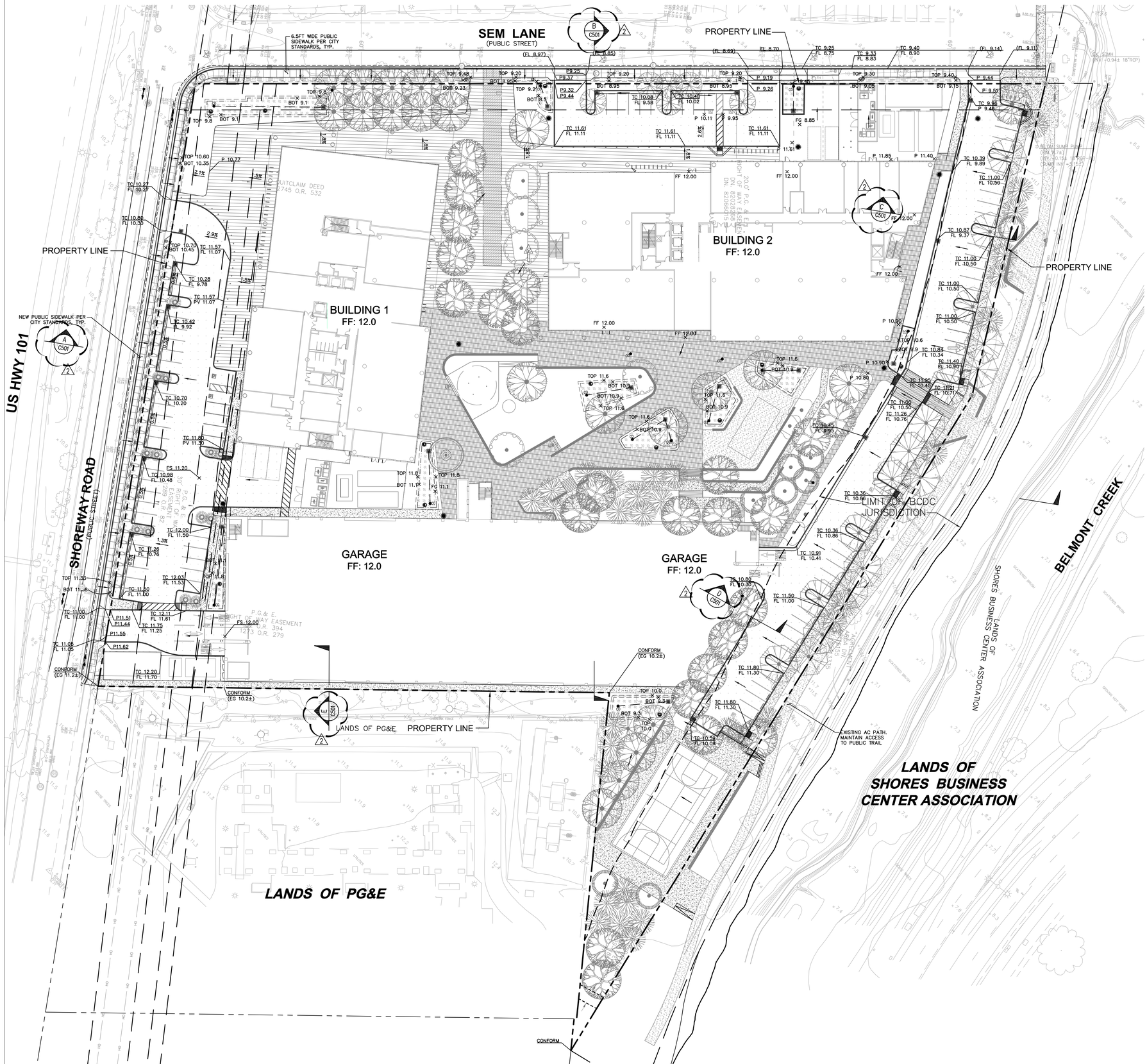
PROJECT NO. 21198

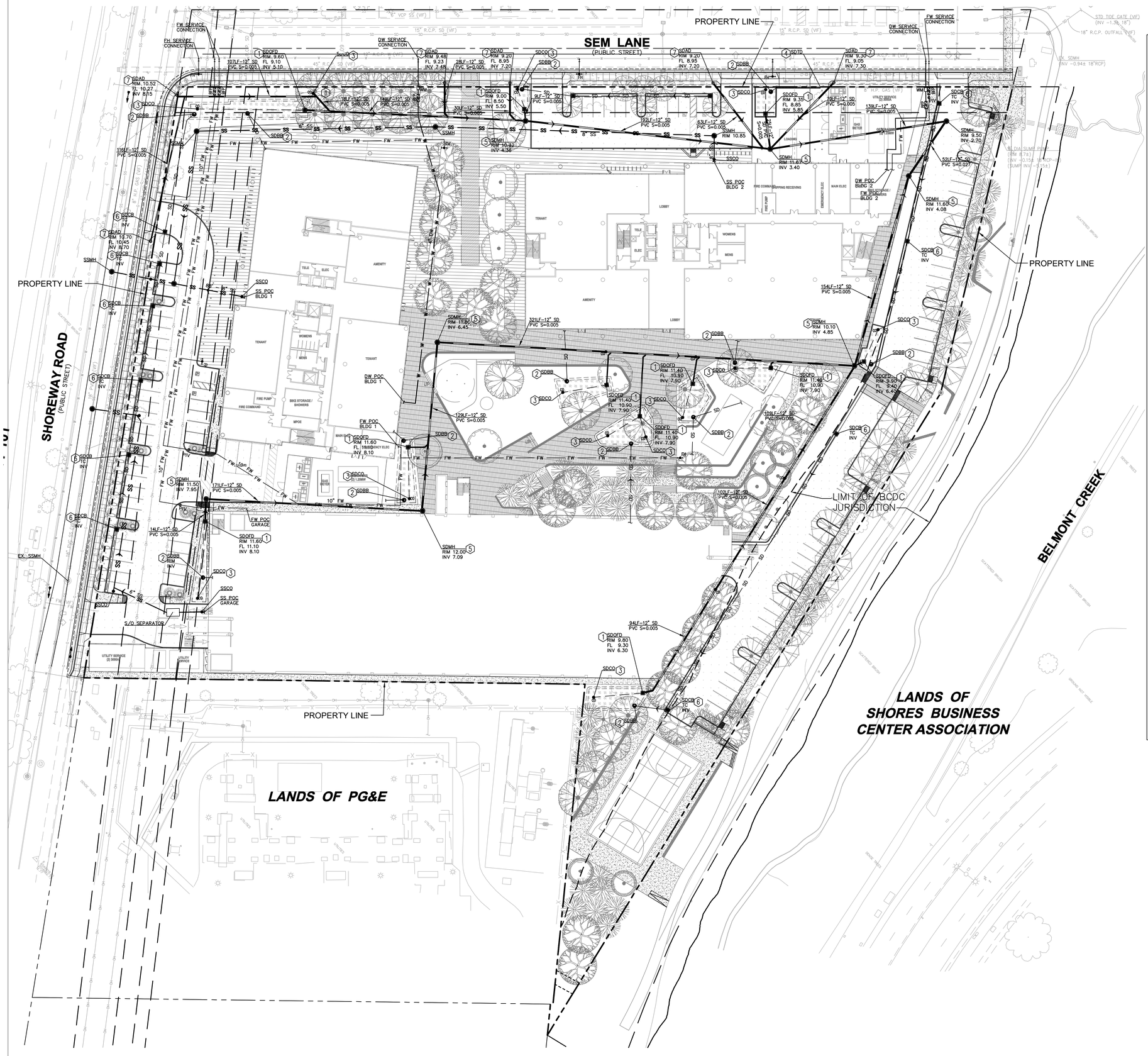
SCALE 1" = 30'

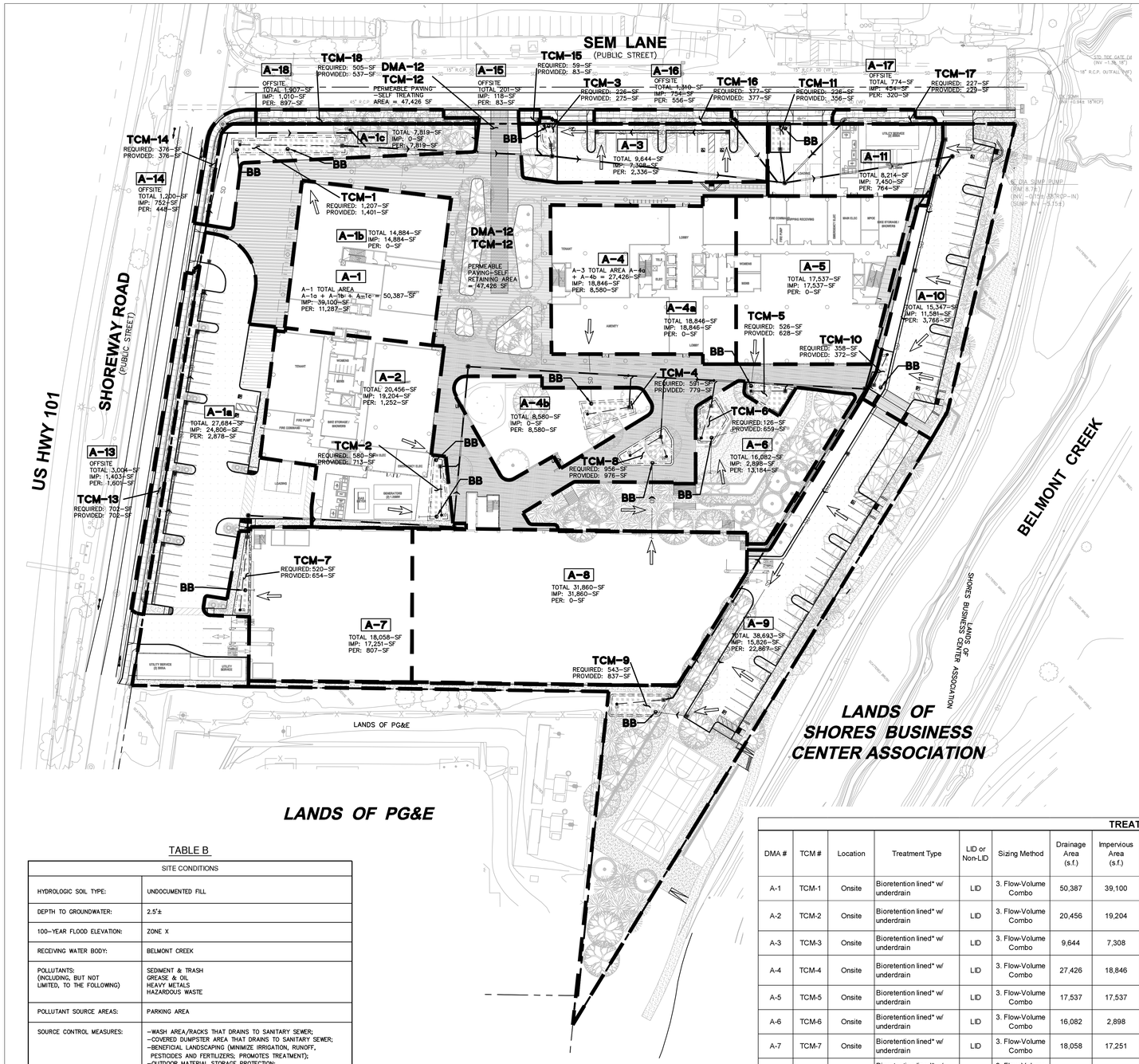
TITLE

SITE PLAN

C103


SEM LANE
(PUBLIC STREET)
PROPERTY LINE
6.5FT WIDE PUBLIC SIDEWALK PER CITY STANDARDS, TYP.
BUILDING 1
FF: 12.0
BUILDING 2
FF: 12.0
GARAGE
FF: 12.0
GARAGE
FF: 12.0
US HWY 101
SHOREWAY ROAD
(PUBLIC STREET)
NEW PUBLIC SIDEWALK PER CITY STANDARDS, TYP.
QUITCLAIM DEED
2745 O.R. 532
20.0' P.G. & E. RIGHT OF WAY EASEMENT
DN. 82028288
DN. 82060315
P.G.& E. RIGHT OF WAY EASEMENT
394 O.R. 279
1273 O.R. 279
LIMIT OF BCDC JURISDICTION
BELMONT CREEK
SHORES BUSINESS CENTER ASSOCIATION
LANDS OF SHORES BUSINESS CENTER ASSOCIATION
LANDS OF PG&E
PROPERTY LINE
LANDS OF PG&E
CONFORM (EG 10.2±)
CONFORM (EG 11.2±)
CONFORM
EXISTING AC PATH, MAINTAIN ACCESS TO PUBLIC TRAIL
SLOPE TO DRAIN
SLOPE TO DRAIN
SLOPE TO DRAIN


SEM LANE
(PUBLIC STREET)
SHOREWAY ROAD
(PUBLIC STREET)
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
LIMIT OF BCDC JURISDICTION
BELMONT CREEK
LANDS OF SHORES BUSINESS CENTER ASSOCIATION
LANDS OF PG&E
SDOFD RIM 9.60 FL 9.10 INV 5.10
SDAD RIM 9.48 FL 9.23 INV 7.48
SDAD RIM 9.20 FL 8.95 INV 7.20
SDTD
SDAD RIM 9.20 FL 8.95 INV 7.20
SDAD RIM 9.30 FL 9.05 INV 7.30
SDOFD RIM 9.35 FL 8.85 INV 5.85
SDCB TC INV
SDAD RIM 10.52 FL 10.27 INV 8.15
SDAD RIM 10.70 FL 10.45 INV 8.70
SDAD RIM 10.82 INV 4.38
SDMH RIM 10.85
SDMH RIM 11.67 INV 3.40
SDMH RIM 9.50 INV 2.70
SDMH RIM 11.68 INV 4.08
SDMH RIM 11.80 INV 6.45
SDMH RIM 10.10 INV 4.85
SDOFD RIM 11.40 FL 10.90 INV 7.90
SDOFD RIM 10.90 INV 7.90
SDOFD RIM 9.90 FL 9.40 INV 6.40
SDOFD RIM 11.60 FL 11.10 INV 8.10
SDMH RIM 11.50 INV 7.95
SDMH RIM 12.00 INV 7.09
SDOFD RIM 9.80 FL 9.30 INV 6.30
SDBB RIM INV
SSMH
SSCO
SS POC BLDG 1
SS POC BLDG 2
DW POC BLDG 1
DW POC BLDG 2
FW POC BLDG 1
FW POC GARAGE
SS POC GARAGE
S/O SEPARATOR
DW SERVICE CONNECTION
FW SERVICE CONNECTION
FH SERVICE CONNECTION
EX. SSMH
EX. 24" SD
EX. 18" SD
EX. 8" SD
EX. 6" SD
EX. 8" FW
EX. 6" FW
EX. 10" FW
EX. 8" SS
EX. 6" SS
EX. 8" W
EX. 6" W
EX. 8" G
EX. 6" G
EX. 8" OHE
EX. 6" OHE
EX. 8" UNDERGROUND ELEC
EX. 6" UNDERGROUND ELEC
EX. 8" UNDERGROUND TELE
EX. 6" UNDERGROUND TELE
EX. 8" STORM DRAIN
EX. 6" STORM DRAIN
EX. 8" SANITARY SEWER
EX. 6" SANITARY SEWER
EX. 8" WATER
EX. 6" WATER
EX. 8" GAS
EX. 6" GAS
EX. 8" OVERHEAD ELECTRIC
EX. 6" OVERHEAD ELECTRIC
EX. 8" UNDERGROUND TELEPHONE
EX. 6" UNDERGROUND TELEPHON



SWMP LEGEND

- BOUNDARY LINE
- ADJACENT LOT LINE
- A-1 — DRAINAGE MANAGEMENT AREA
- TCM#1 — TREATMENT CONTROL MEASURE
- BB — BUBBLER BOX
- BIORETENTION AREA
- FLOW THROUGH PLANTER
- PERMEABLE PAVEMENT

SWMP GENERAL NOTES

1. PROJECT IS EXEMPTED FROM HYDROMODIFICATION PER SAN MATEO COUNTY C.3 STORMWATER TECHNICAL GUIDANCE APPENDIX H: HYDROMODIFICATION CONTROL AREA MAP PROJECT LOCATION

SWMP NOTES

ONSITE

TOTAL PROJECT AREA = 301,130 SQ FT (6.913 AC)

EXISTING IMPERVIOUS AREA = 251,142 SQ FT

EXISTING PERVIOUS AREA = 49,988 SQ FT

OFFSITE

TOTAL PROJECT AREA = 8,396 SQ FT

EXISTING IMPERVIOUS AREA = 3,750 SQ FT

EXISTING PERVIOUS AREA = 4,646 SQ FT

GRAPHIC SCALE
40 0 40 80

TABLE B

SITE CONDITIONS	
HYDROLOGIC SOIL TYPE:	UNDOCUMENTED FILL
DEPTH TO GROUNDWATER:	2.5'±
100-YEAR FLOOD ELEVATION:	ZONE X
RECEIVING WATER BODY:	BELMONT CREEK
POLLUTANTS: (INCLUDING, BUT NOT LIMITED, TO THE FOLLOWING)	SEDIMENT & TRASH GREASE & OIL HEAVY METALS HAZARDOUS WASTE
POLLUTANT SOURCE AREAS:	PARKING AREA
SOURCE CONTROL MEASURES:	-WASH AREA/RACKS THAT DRAINS TO SANITARY SEWER; -COVERED DUMPSTER AREA THAT DRAINS TO SANITARY SEWER; -BENEFICIAL LANDSCAPING (MINIMIZE IRRIGATION, RUNOFF, PESTICIDES AND FERTILIZERS; PROMOTES TREATMENT); -OUTDOOR MATERIAL STORAGE PROTECTION; -COVERS AND DRAINS FOR LOADING DOCKS, MAINTENANCE BAYS AND FUELING AREAS; -MAINTENANCE (PAVEMENT SWEEPING CATCH BASIN CLEANING, GOOD HOUSEKEEPING); -STORM DRAIN LABELING AND; -BIORETENTION
SITE DESIGN MEASURES:	-DISCONNECTED DOWNSPOUTS; -MICRODETENTION IN LANDSCAPE; -DIRECT ROOF RUNOFF TO INFILTRATION AND; -BEST MANAGEMENT PRACTICES

TABLE I.B.1 IMPERVIOUS AND PERVIOUS SURFACES

	PRE-PROJECT	POST-PROJECT			
IMPERVIOUS SURFACES	EXISTING (PRE-PORJECT) IMPERVIOUS SURFACE (SQ FT)	EXISTING IMPERVIOUS SURFACE TO BE RETAINED (SQ FT)	EXISTING IMPERVIOUS SURFACE TO BE REPLACED (SQ FT)	NEW IMPERVIOUS SURFACE TO BE CREATED (SQ FT)	POST-PROJECT IMPERVIOUS SURFACE (SQ FT)
ON-SITE AREA (WITHIN THE PARCEL/PRIVATE SITE BOUNDARIES)	251,142	0	188,861	0	188,861
OFF-SITE AREA (E.G. FRONTAGE/OTHER AREA IN PUBLIC RIGHT OF WAY)	3,750	0	3,878	613	4,491
SUBTOTAL:	254,892	0	192,739	613	193,352
TOTAL IMPERVIOUS SURFACE REPLACED AND CREATED:			193,352		
PERVIOUS SURFACES	EXISTING (PRE-PORJECT) PERVIOUS SURFACE (SQ FT)				POST-PROJECT PERVIOUS SURFACE (SQ FT)
ALL PERVIOUS OFF-SITE AREA (E.G. FRONTAGE/PUBLIC RIGHT OF WAY)	4,646				3,905
LANDSCAPING AREA ON-SITE	49,988				64,843
PERVIOUS PAVEMENT AREA ON-SITE	0				47,426
GREEN ROOF AREA ON-SITE	0				0
SUBTOTAL:	54,634	50% RULE CALCULATION: 75%			116,174
TOTAL PROJECT AREA	309,526				309,526

TREATMENT CONTROL MEASURE SUMMARY TABLE

DMA #	TCM #	Location	Treatment Type	LID or Non-LID	Sizing Method	Drainage Area (s.f.)	Impervious Area (s.f.)	Pervious Area (Permeable Pavement) (s.f.)	Pervious Area (Other) (s.f.)	% Onsite Area Treated by LID or Non-LID TCM	Treatment Area Required (s.f.)	Treatment Area Provided (s.f.)	Overflow Riser Height (in)	Storage Depth Required (ft)	# of Cartridges Required	# of Cartridges Provided	Cartridge Height (inches)	Comments
A-1	TCM-1	Onsite	Bioretention lined* w/ underdrain	LID	3. Flow-Volume Combo	50,387	39,100	0	11,287	12.63%	1,207	1401	6	0.50				
A-2	TCM-2	Onsite	Bioretention lined* w/ underdrain	LID	3. Flow-Volume Combo	20,456	19,204	0	1,252	6.20%	580	713	6	0.50				
A-3	TCM-3	Onsite	Bioretention lined* w/ underdrain	LID	3. Flow-Volume Combo	9,644	7,308	0	2,336	2.36%	226	275	6	0.50				
A-4	TCM-4	Onsite	Bioretention lined* w/ underdrain	LID	3. Flow-Volume Combo	27,426	18,846	0	8,580	6.09%	591	779	6	0.50				
A-5	TCM-5	Onsite	Bioretention lined* w/ underdrain	LID	3. Flow-Volume Combo	17,537	17,537	0	0	5.67%	526	628	6	0.50				
A-6	TCM-6	Onsite	Bioretention lined* w/ underdrain	LID	3. Flow-Volume Combo	16,082	2,898	0	13,184	0.94%	126	659	6	0.50				
A-7	TCM-7	Onsite	Bioretention lined* w/ underdrain	LID	3. Flow-Volume Combo	18,058	17,251	0	807	5.57%	520	654	6	0.50				
A-8	TCM-8	Onsite	Bioretention lined* w/ underdrain	LID	3. Flow-Volume Combo	31,860	31,860	0	0	10.29%	956	976	6	0.50				
A-9	TCM-9	Onsite	Bioretention lined* w/ underdrain	LID	3. Flow-Volume Combo	38,693	15,826	0	22,867	5.11%	627	837	6	0.50				
A-10	TCM-10	Onsite	Flow-Through planter concrete lined* w/ underdrain	LID	3. Flow-Volume Combo	15,347	11,581	0	3,766	3.74%	358	372	6	0.50				
A-11	TCM-11	Onsite	Flow-Through planter concrete lined* w/ underdrain	LID	3. Flow-Volume Combo	8,214	7,450	0	764	2.41%	226	356	6	0.50				
A-12	TCM-12	Onsite	Pervious pavement w/ underdrain	LID	N/A	47,426	0	47,426	0	0.00%	N/A	N/A	N/A	N/A				
A-13	TCM-13	Offsite	Self-retaining areas	LID	N/A	3,004	1,403	0	1,601	N/A	702	702	N/A	0.25				
A-14	TCM-14	Offsite	Self-retaining areas	LID	N/A	1,200	752	0	448	N/A	376	376	N/A	0.25				
A-15	TCM-15	Offsite	Self-retaining areas	LID	N/A	201	118	0	83	N/A	59	83	N/A	0.25				
A-16	TCM-16	Offsite	Self-retaining areas	LID	N/A	1,310	754	0	556	N/A	377	377	N/A	0.25				
A-17	TCM-17	Offsite	Self-retaining areas	LID	N/A	774	454	0	320	N/A	227	229	N/A	0.25				
A-18	TCM-18	Offsite	Self-retaining areas	LID	N/A	1,907	1,010	0	897	N/A	505	537	N/A	0.25				
					Total	309,526	193,352	47,426	68,748	61%								

Footnotes:
* "Lined" refers to an impermeable liner placed on the bottom of a Bioretention basin or a concrete Flow-Through Planter, such that no infiltration into native soil occurs.
** Sizing for Bioretention Area: Combination flow and volume method

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REGISTERED PROFESSIONAL ENGINEER — SCOTT SCHOLZ — PE 47813 — CIVIL — STATE OF CALIFORNIA

KEY PLAN



NORTH

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.15.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

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PROJECT 1301 SHOREWAY, BELMONT

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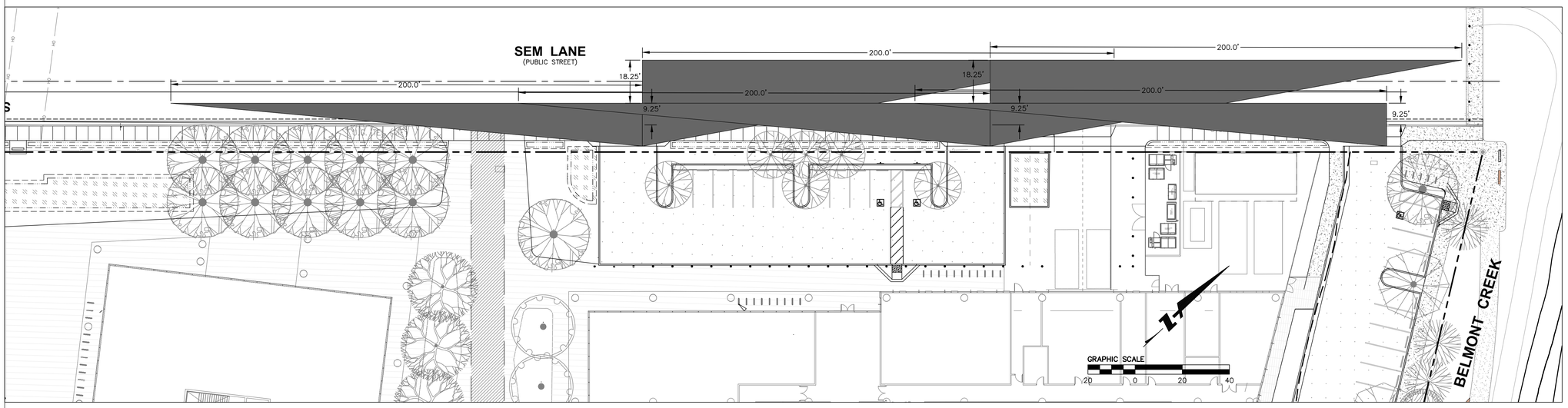
PROJECT NO. 21198

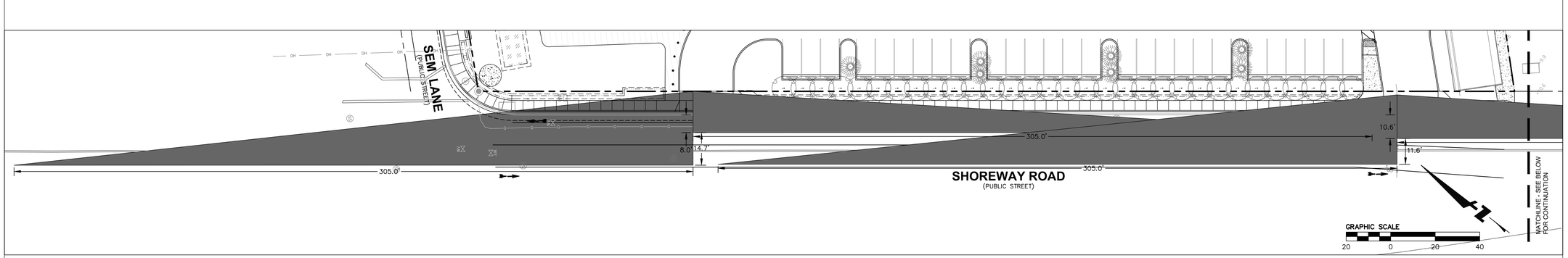
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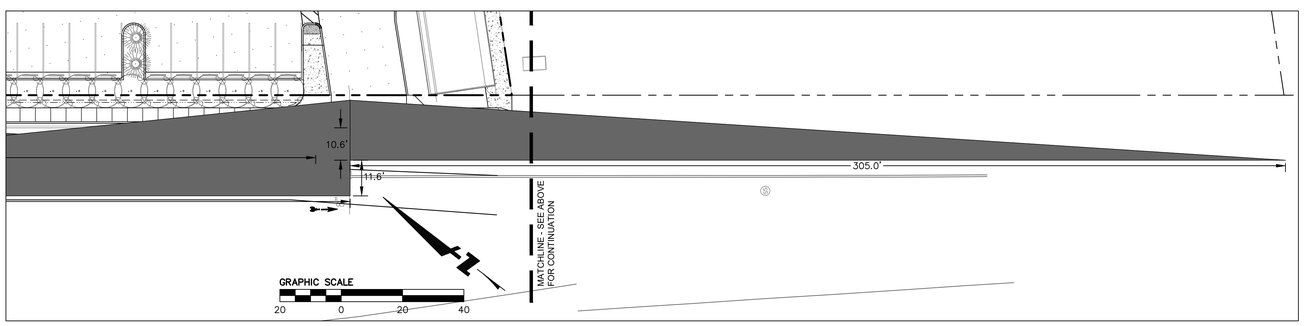
TITLE

PRELIMINARY STORMWATER MANAGEMENT PLAN

C106







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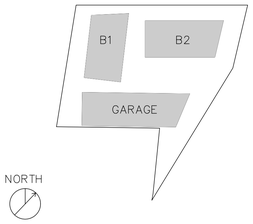
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KEY PLAN



NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.15.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

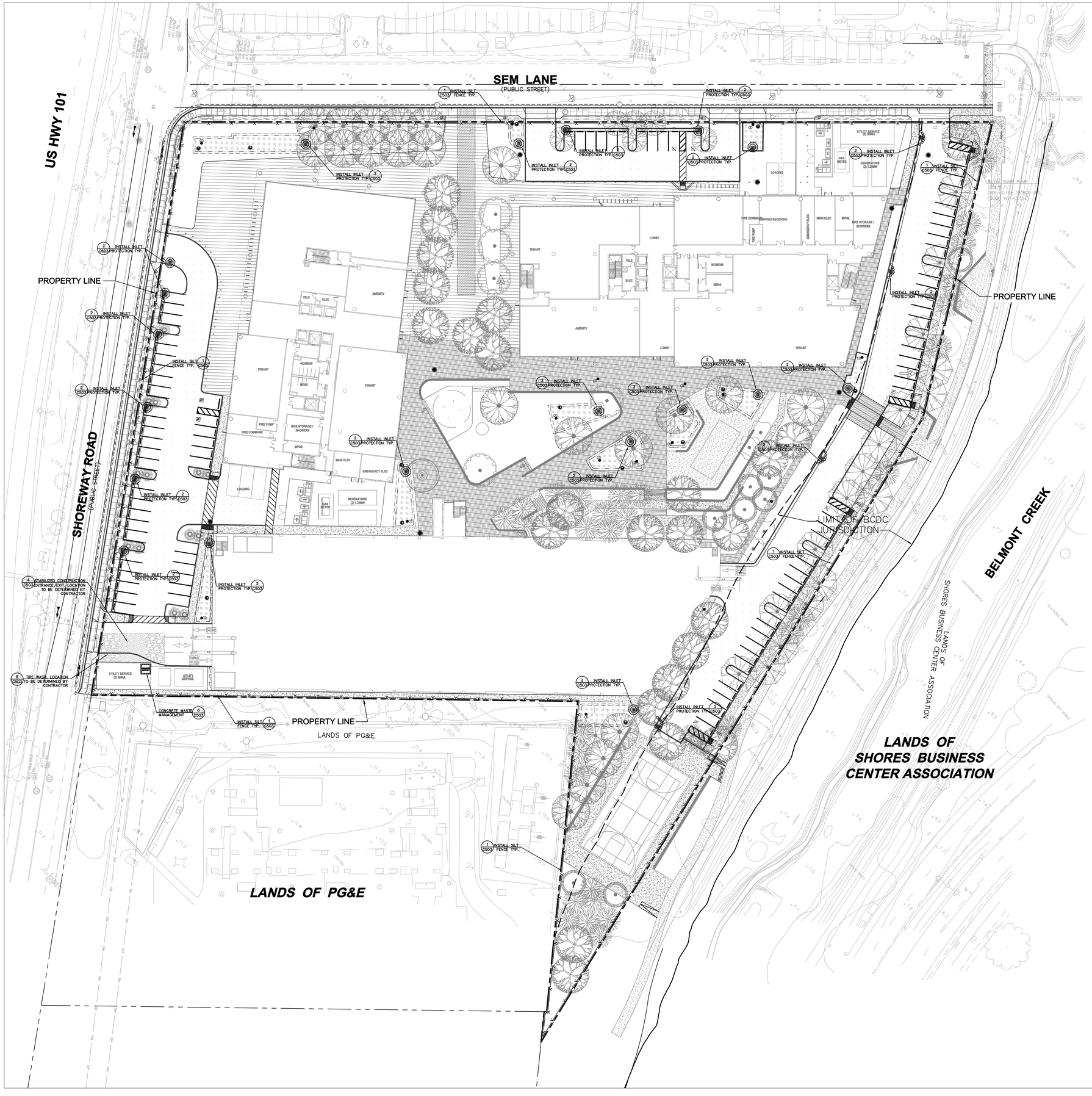
SCALE 1" = 20'

TITLE

SIGHT DISTANCE TRIANGLES

C107

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EROSION CONTROL LEGEND

- PROPERTY LINE
- TEMPORARY 6' SILT FENCE PER DETAIL 1, SEE SHEET C503
- INLET PROTECTION (TYPE A) PER DETAIL 2, SEE SHEET C503
- INLET PROTECTION (TYPE B) PER DETAIL 3, SEE SHEET C503
- STABILIZED CONSTRUCTION ENTRANCE/EXIT PER DETAIL 4, SEE SHEET C503
- OUTLET TIRE WASH PER DETAIL 5, SEE SHEET C503
- CONCRETE WASTE MANAGEMENT PER DETAIL 6, SEE SHEET C503

EROSION CONTROL NOTES

1. SHEETS C11.0 & C503 ARE INTENDED TO BE USED FOR EROSION CONTROL ONLY.
2. THIS PLAN MAY NOT COVER ALL THE SITUATIONS THAT ARISE DURING CONSTRUCTION DUE TO UNANTICIPATED FIELD CONDITIONS. IN GENERAL, THE CONTRACTOR IS RESPONSIBLE FOR KEEPING ANY SEDIMENT FROM LEAVING THE SITE. FIBER ROLLS, SAND BAGS, AND SILT FENCES SHALL BE USED BY THE CONTRACTOR ON AN AS NEEDED BASIS TO INHIBIT SILT FROM LEAVING THE SITE AND ENTERING THE STORM DRAIN SYSTEM. ALL EXISTING, TEMPORARY, OR PERMANENT CATCH BASINS SHALL USE ONE OF THE SEDIMENT BARRIERS SHOWN.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED WITH ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL MEASURE MAINTENANCE THROUGHOUT THE DURATION OF THE PROJECT.
4. THE CONTRACTOR WILL BE LIABLE FOR ANY AND ALL DAMAGES TO PUBLIC AND/OR PRIVATE OWNED AND MAINTAINED ROADS CAUSED BY THE CONTRACTOR'S GRADING ACTIVITIES, AND WILL BE RESPONSIBLE FOR THE CLEANUP OF ANY MATERIAL SPILLED ON ANY PUBLIC ROAD ON THE HAUL ROUTE. ADJACENT PUBLIC ROADS SHALL BE CLEANED AT THE END OF EACH WORKING DAY.
5. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE OPERABLE YEAR AROUND OR UNTIL VEGETATION IS ESTABLISHED ON LANDSCAPED SURFACES.
6. DURING THE RAINY SEASON, ALL PAVED AREAS ARE TO BE KEPT CLEAR OF EARTH MATERIAL AND DEBRIS. THE SITE IS TO BE MAINTAINED SO AS TO MINIMIZE SEDIMENT-LADEN RUNOFF TO ANY STORM DRAIN SYSTEM.
7. ALL EROSION CONTROL FACILITIES MUST BE MONITORED AS REQUIRED BY THE CITY OF BELMONT AND/OR THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD (CRWQCB). ALL SLOPES SHALL BE REPAIRED AS SOON AS POSSIBLE WHEN DAMAGED.
8. BORROW AND TEMPORARY STOCKPILES SHALL BE PROTECTED WITH APPROPRIATE EROSION CONTROL MEASURES (TARPS, FIBER ROLLS, SILT FENCES, ETC.) TO ENSURE SILT DOES NOT LEAVE THE SITE OR ENTER THE STORM DRAIN SYSTEM.
9. ALL TRUCK TIRES SHALL BE CLEANED PRIOR TO EXITING THE PROPERTY.
10. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES AS REQUIRED BY THE CITY OF BELMONT AND/OR CRWQCB.
11. DURING PERIODS WHEN STORMS ARE FORECAST –
    A. EXCAVATED SOILS SHOULD NOT BE PLACED IN STREETS OR ON PAVED AREAS.
    B. ANY EXCAVATED SOILS SHOULD BE REMOVED FROM THE SITE BY THE END OF DAY.
    C. WHERE STOCKPILING IS NECESSARY, USE A TARPAULIN OR SURROUND THE STOCKPILE MATERIAL WITH FIBER ROLLS, SILT FENCE, OR OTHER RUNOFF CONTROLS.
    D. USE INLET CONTROLS (E.G. FILTER MAT) FOR STORM DRAINS ADJACENT TO STOCKPILED SOIL.
    E. THOROUGHLY SWEEP ALL PAVED AREAS EXPOSED TO SOIL EXCAVATION AND PLACEMENT.
12. DURING PERIODS WHEN STORMS ARE NOT FORECAST –
    A. PREVENT STOCKPILED MATERIAL FROM ENTERING THE STORM DRAIN SYSTEM.
    B. THOROUGHLY REMOVE LOOSE SOIL VIA SWEEPING FOLLOWING REMOVAL OF DIRT.
13. THIS EROSION CONTROL PLAN IS FOR CONSTRUCTION BETWEEN OCTOBER 15 AND APRIL 15. OPEN SPACE AREAS ARE TO BE PLANTED BY SEPTEMBER 15. IF THESE CONDITIONS ARE NOT MET, THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
14. EROSION CONTROL MEASURES SHOWN ON THIS PLAN SHALL BE MAINTAINED, REPAIRED, AND REPLACED AFTER EACH SIGNIFICANT RAINFALL OR AS DIRECTED BY THE CITY ENGINEER AND/OR CRWQCB.
15. ALL DRAINAGE INLETS WITHIN AND NEAR THE PROJECT SITE SHALL BE PROVIDED WITH SEDIMENT BARRIERS AS PER THIS PLAN.
16. SEDIMENT BARRIERS SHALL BE CHECKED FOR SEDIMENT ACCUMULATION AFTER EACH SIGNIFICANT RAINFALL. SEDIMENT SHALL BE REMOVED FROM THESE DEVICES WHEN IT HAS ACCUMULATED TO THREE-QUARTER OF THE ORIGINAL STORAGE HEIGHT.
17. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY THE CITY ENGINEER AND/OR CRWQCB BASED ON FIELD REVEWS OF THE SITE.
18. DAMAGED EROSION CONTROL DEVICES SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AS SOON AS PRACTICAL AFTER THE DAMAGE OCCURS.
19. ALL EXPOSED DISTURBED SURFACES SHALL BE HYDROSEEDED WITH BROME SEED SPREAD AT THE RATE OF 5 POUNDS PER 1000 SQUARE FEET, OR APPROVED EQUAL. SEEDING AND WATERING SHALL BE MAINTAINED AS REQUIRED TO ENSURE GROWTH. HYDROSEEDED AREAS SHALL THEN BE COVERED WITH STRAW MULCH AND STABILIZED BY CRIMPING OR THE APPLICATION OF A LIQUID TACKIFIER.
20. DURING GRADING OPERATIONS, THE SITE SHALL BE WATERED ON A DAILY BASIS TO MINIMIZE THE RELEASE OF DUST AND OTHER PARTICULATE MATTER.

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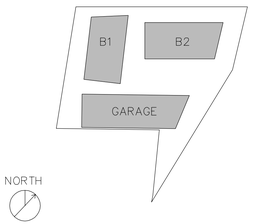
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REGISTERED PROFESSIONAL ENGINEER — Scott Schwein — PE 47813 — CIVIL — STATE OF CALIFORNIA

KEY PLAN



NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.15.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

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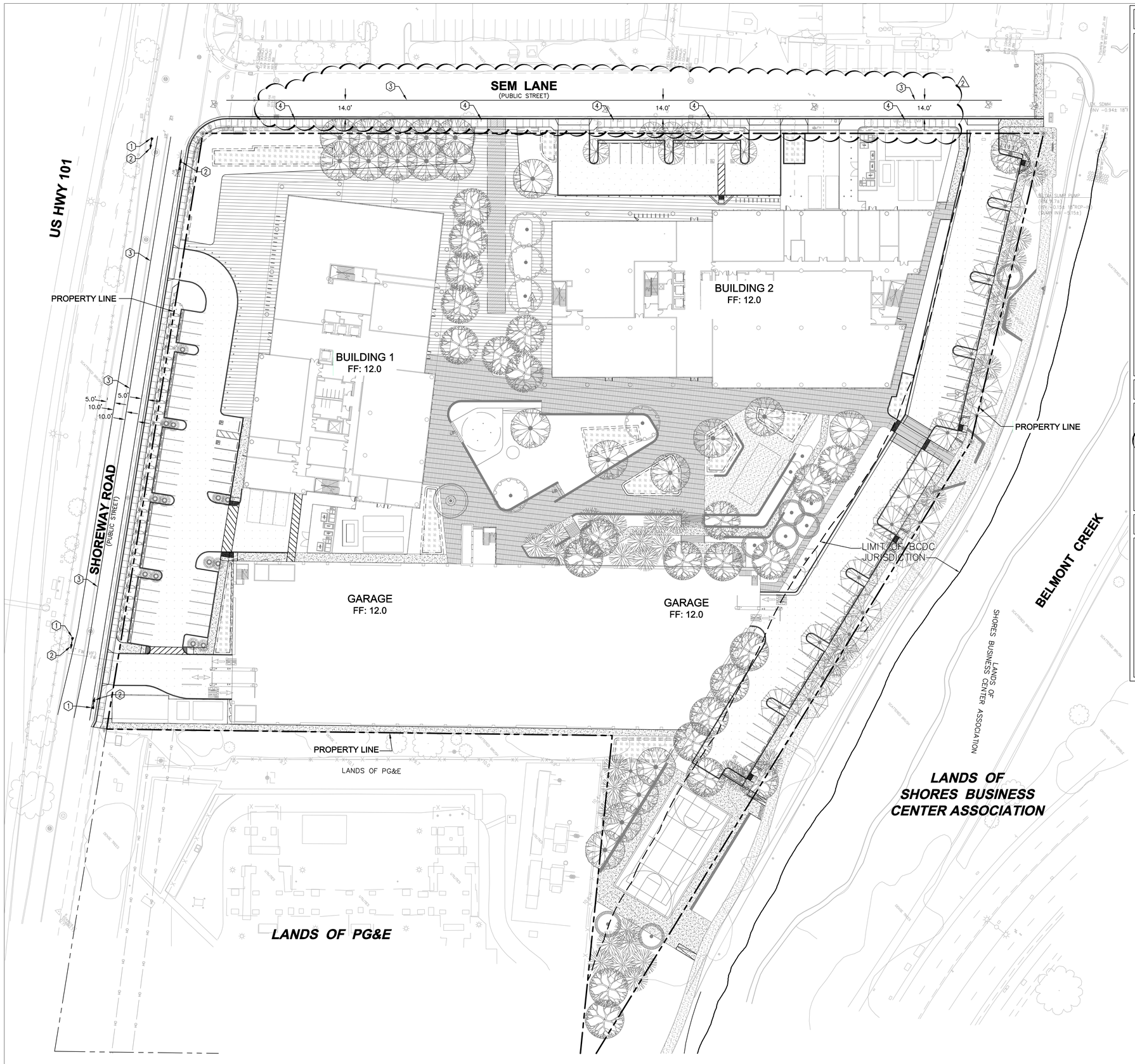
PROJECT NO. 21198

SCALE 1" = 30'

TITLE

EROSION CONTROL PLAN

C108



STRIPING LEGEND

- BOUNDARY LINE
- ADJACENT LOT LINE
- EXISTING EASEMENT LINE
- STREET CENTER LINE
- LIMIT OF BCDC JURISDICTION
- SHARED ROADWAY BICYCLE MARKING
- PROPOSED ROADSIDE SIGN

STRIPING KEYNOTES

1. INSTALL BIKE LANE SYMBOL WITH PERSON PER CALTRANS STANDARD PLAN A24C
2. INSTALL BIKE LANE ARROW PER CALTRANS STANDARD A24A
3. STRIPE YELLOW LANES FOR NO PASSING–TWO DIRECTION PER CALTRANS STANDARD PLAN A20A, DETAIL 22
4. INSTALL R7–1 "NO PARKING ANYTIME" SIGN AND POST

GENERAL NOTES

1. ALL PAVEMENT STRIPING AND MARKINGS SHALL BE THERMOPLASTIC.
2. PAVEMENT MARKINGS, STRIPING, AND SIGN LOCATIONS SHOWN ARE APPROXIMATE. EXACT LOCATION TO BE DETERMINED IN THE FIELD BY CONTRACTOR AND VERIFIED/ADJUSTED BY THE CITY ENGINEER.

GRAPHIC SCALE
30 0 30 60

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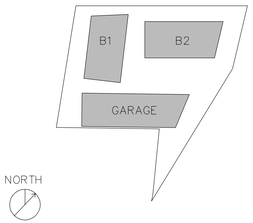
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SCOTT SCHOLVER
PE 47813
CIVIL
STATE OF CALIFORNIA

KEY PLAN



NORTH

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.15.25
1	PD APPLICATION	06.07.24

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PROJECT 1301 SHOREWAY, BELMONT

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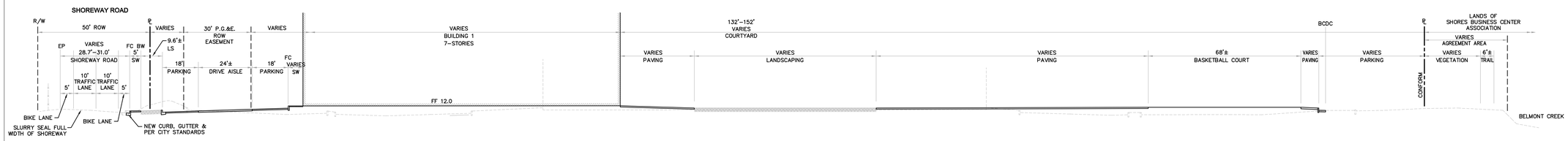
PROJECT NO. 21198

SCALE 1" = 30'

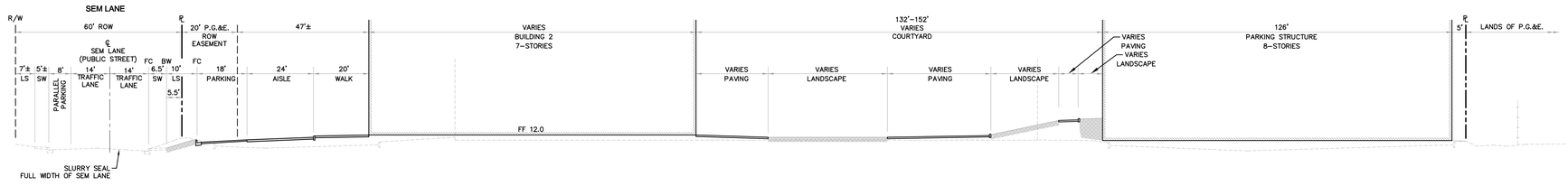
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STRIPING PLAN

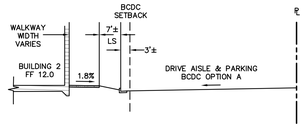
C109



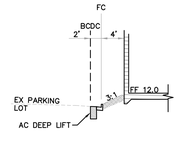
SECTION A
SCALE: NTS



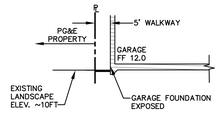
SECTION B
SCALE: NTS



SECTION C
SCALE: NTS



SECTION D
SCALE: NTS



SECTION E
SCALE: NTS

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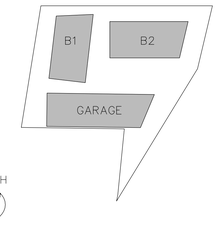
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KEY PLAN



NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.15.25
1	PD APPLICATION	06.07.24

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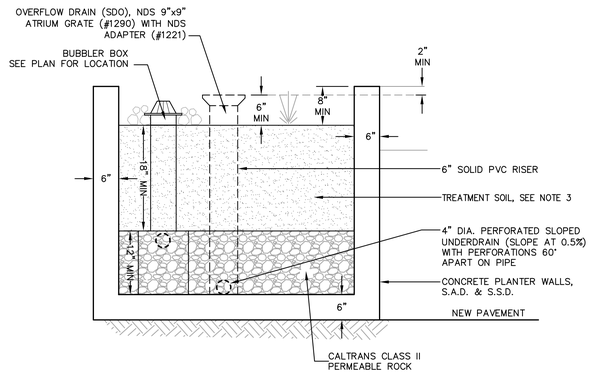
PROJECT NO. 21198

SCALE AS SHOWN

TITLE

TYPICAL SECTIONS

C501

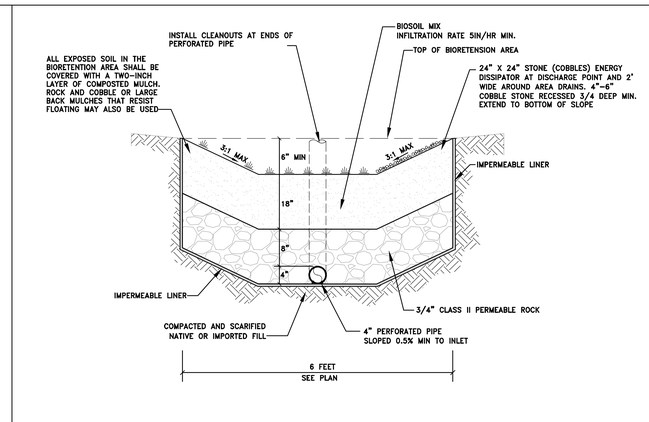


NOTES:

1. SEE LANDSCAPE PLANS & SPECIFICATIONS FOR PLANTING MATERIALS WITHIN PLANTER AREAS
2. PLACE 4" MIN. DIA. APPROVED NOYO COBBLE (OR APPROVED EQUIVALENT) FLUSH WITH CHANNEL SURFACE AROUND ALL STRUCTURES WITHIN BIORETENTION AND PLANTER AREA (DRAINAGE BUBBLERS, OVERFLOW DRAINS, SIGNS, LIGHT POSTS, IRRIGATION BOXES, ETC.), EXTENDING 12" FROM EDGE OF STRUCTURE.
3. SOILS IN THE FACILITY SHOULD MEET BIOTREATMENT SOIL SPECIFICATIONS APPROVED BY THE REGIONAL WATER BOARD (SAN MATEO COUNTY C.3 STORMWATER TECHNICAL GUIDANCE). A MINIMUM PERCOLATION RATE OF 5 INCHES/HOUR AND A MAXIMUM PERCOLATION RATE OF 10 INCHES/HOUR ARE REQUIRED (INITIAL INFILTRATION RATE MAY EXCEED THIS TO ALLOW FOR TENDENCY OF INFILTRATION RATE TO REDUCE OVER TIME). PLANTING SOIL LAYER SHOULD BE AT LEAST 18 INCHES DEEP. CONTRACTOR TO SUBMIT MATERIAL CERTIFICATES SIGNED BY THE MATERIAL PRODUCER, CERTIFYING THAT SOIL COMPLIES WITH, OR EXCEEDS, SPECIFIED REQUIREMENTS.
4. FOR DETAILS AND SPECIFICATIONS OF CONCRETE PLANTER WALLS, S.S.D. AND S.A.D.
5. EXPOSED PVC PIPE WITHIN PLANTER AREAS, SUCH AS OVERFLOW RISERS, SHALL BE PAINTED BLACK.
6. NOYO COBBLES (4"–6" IN DIA.), OR APPROVED EQUIVALENT, SHALL BE PLACED AROUND DIFFUSER PIPE TO THE TOP OF TREATMENT SOIL (TTS), FLUSH WITH PLANTING SURFACE, EXTENDING A MINIMUM OF 6" ON ALL SIDES OF DRAINAGE STRUCTURE/PIPE.

NTS

1 FLOW THROUGH PLANTER (BELOW GRADE)



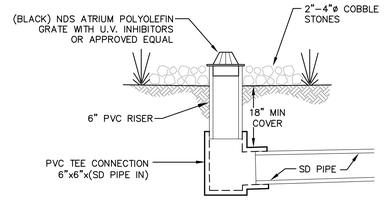
BIORETETION SOIL SHALL:

1. BIO-SOIL MIX SHALL MEET THE BIOTREATMENT SOIL SPECIFICATIONS INCLUDED IN ATTACHMENT L OF THE MRP, AS AMENDED ON NOVEMBER 28, 2011
2. ACHIEVE A LONG-TERM, IN PLACE INFILTRATION RATE OF AT LEAST 5 INCHES PER HOUR
3. SUPPORT VIGOROUS PLANT GROWTH
4. CONSISTS OF THE FOLLOWING MIXTURE OF FINE SAND AND COMPOST, MEASURED ON A VOLUME BASIS:
   60% – 70% SAND
   30% – 40% COMPOST
5. COMPLY WITH ATTACHMENT L OF THE MUNICIPAL REGIONAL STORMWATER PERMIT

BACKFILL BIORETENTION ONLY WITH PERMEABLE PLANTING MATERIAL AND DRAIN ROCK AS SPECIFIED IN THIS DETAIL. ABSOLUTELY NO NATIVE MATERIAL SHALL BE USED FOR BACKFILL. CONTRACTOR MUST COORDINATE WITH CIVIL ENGINEER PRIOR TO CONSTRUCTION.

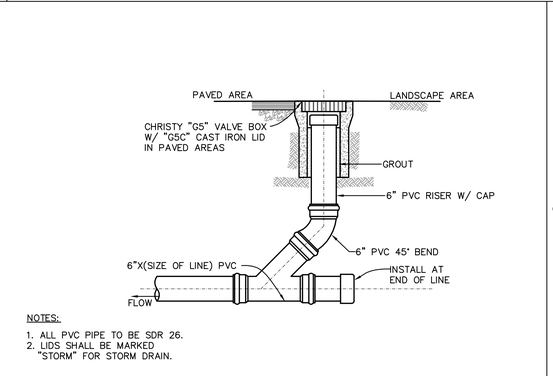
NTS

2 BIORETENTION AREA DETAIL



NTS

3 STORM DRAIN BUBBLER BOX

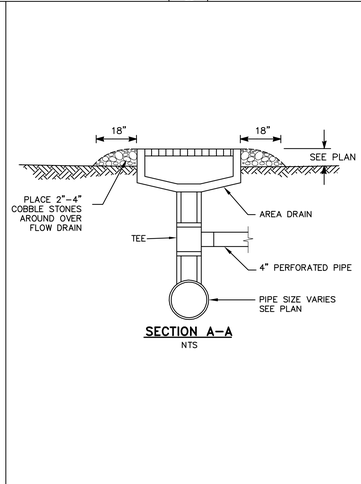


NOTES:

1. ALL PVC PIPE TO BE SDR 26.
2. LIDS SHALL BE MARKED "STORM" FOR STORM DRAIN.

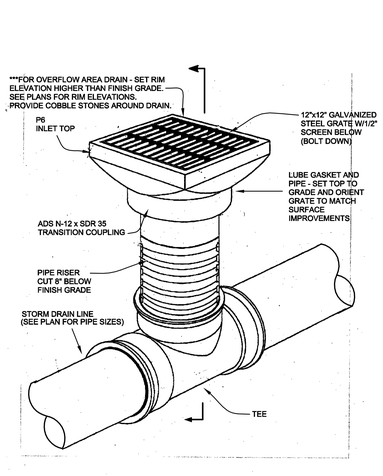
NTS

4 STORM DRAIN CLEANOUT

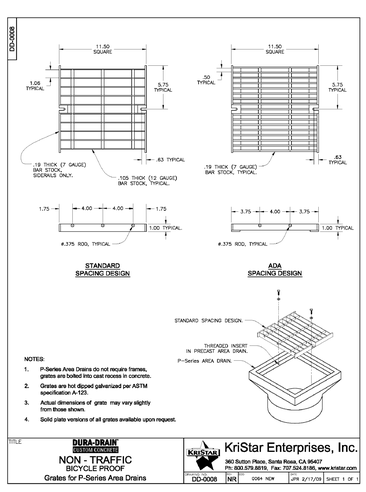


SECTION A–A

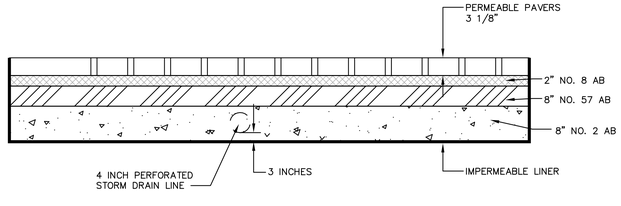
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NTS

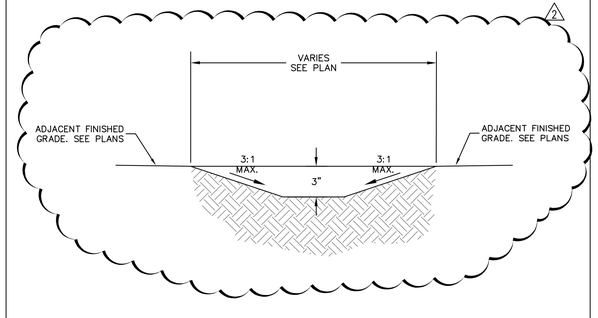


5 OVERFLOW DRAIN RISER AT PLANTERS



NTS

6 PERMEABLE PAVING DETAIL



7 SELF RETAINING AREA DETAIL

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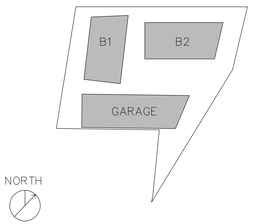
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FOUR CORNERS properties

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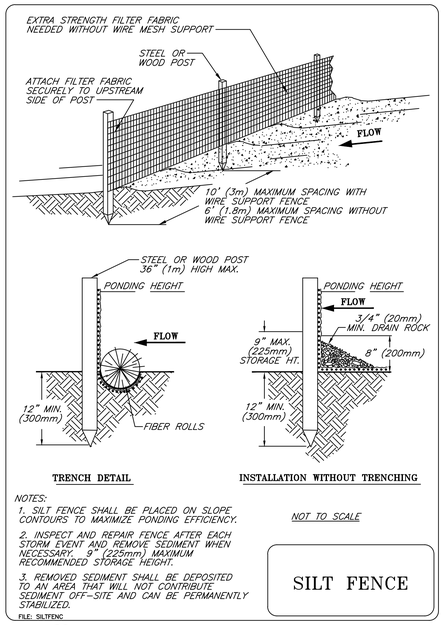
PROJECT NO. 21198

SCALE 1" = 30'

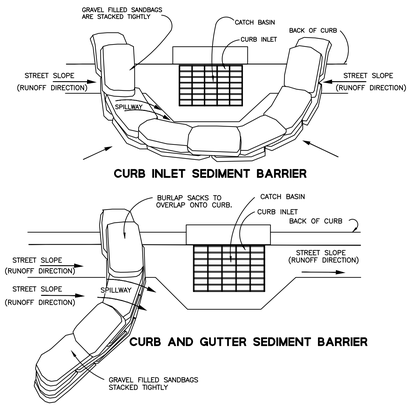
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CONSTRUCTION DETAILS

C502



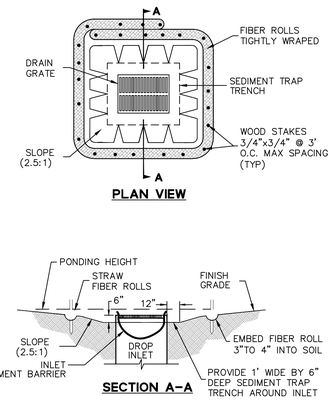
1 — SILT FENCE
SCALE: NTS



NOTES:

1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREETS, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. SANDBAGS OF EITHER BURLAP OR WOVEN GEOTEXTILE FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY
3. LEAVE ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY OVERFLOW. TOP OF SPILLWAY SHALL BE LOWER THAN TOP OF CURB.
4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT, SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

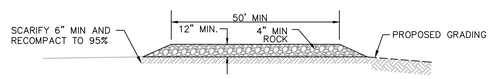
2 — INLET PROTECTION (TYPE A)
SCALE: NTS



NOTE:

1. PLACE FIBER ROLLS AROUND THE INLET CONSISTENT WITH BASIN SEDIMENT BARRIER DETAIL ON THE SHEET. FIBER ROLLS ARE TUBES MADE FROM STRAW BOUND WITH PLASTIC NETTING. THEY ARE APPROXIMATELY 8" DIAMETER AND 20-30 FEET LONG.

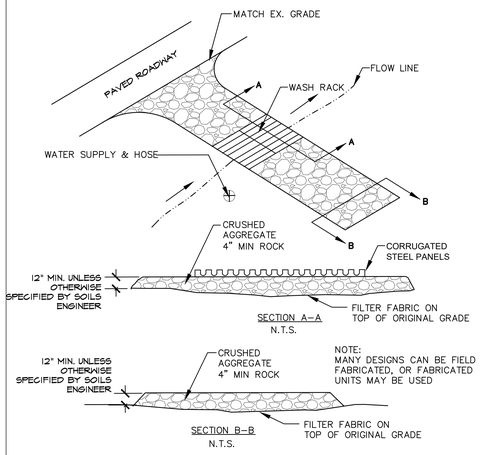
3 — INLET PROTECTION (TYPE B)
SCALE: NTS



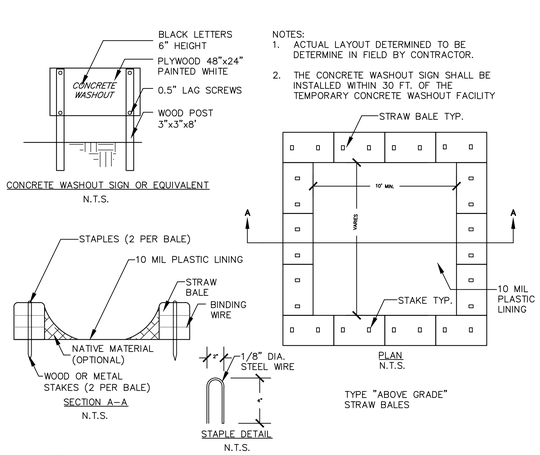
NOTES:

1. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE DESIGNED AND MAINTAINED IAW 2010 CFC, CHAPTER 5, 503.2.3.MVW 45,000 LBS.
2. SCARIFY THE TOP 6" OF SUBGRADE AND RECOMPACT TO AT LEAST 95% RELATIVE COMPACTION.
3. THE LOCATIONS SHOWN ARE FOR INFORMATION ONLY. CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL ROCK AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAYS SHALL BE REMOVED IMMEDIATELY.
4. WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAYS. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED ROCK THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN. SEDIMENT SHALL BE PREVENTED FROM ENTERING THE STORM DRAIN, DITCH OR WATERCOURSE THROUGH USE OF INLET PROTECTION (E.G. GRAVELBAGS OR OTHER APPROVED METHODS).
5. THE MATERIAL FOR CONSTRUCTION OF THE PAD SHALL BE 4" MIN ROCK.
6. THE THICKNESS OF THE PAD SHALL NOT BE LESS THAN 12". THE WIDTH OF THE PAD SHALL NOT BE LESS THAN THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, OR 25', WHICHEVER IS LESS.
7. THE LENGTH OF THE PAD SHALL NOT BE LESS THAN 50'.

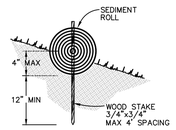
4 — STABILIZED CONSTRUCTION ENTRANCE/EXIT
SCALE: NTS



5 — OUTLET TIRE WASH
SCALE: NTS



6 — CONCRETE WASTE MANAGEMENT
SCALE: NTS



NOTES:

1. USE REED & GRAHAM, INC. GEOSYNTHETICS STRAW WATTLE FIBER ROLL (COMES IN 9" X 25' ROLLS) OR APPROVED EQUIVALENT.
2. FIBER ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE FIBER ROLL IN A TRENCH, 3" – 5" DEEP, DUG ON CONTOUR.
3. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND FIBER ROLL. THE TOP OF THE STRUCTURE (PONDING HEIGHT) MUST BE WELL BELOW THE GROUND ELEVATION DOWNSLOPE TO PREVENT RUNOFF FROM BY-PASSING THE INLET.
4. EXCAVATION OF A BASIN ADJACENT TO THE DROP INLET OR A TEMPORARY DIKE ON THE DOWNSLOPE OF THE STRUCTURE MAY BE NECESSARY. IN PAVED AREAS, USE SAND BAGS TO SECURE FIBER ROLLS IN PLACE OF WOOD STAKE.

7 — FIBER ROLL
SCALE: NTS

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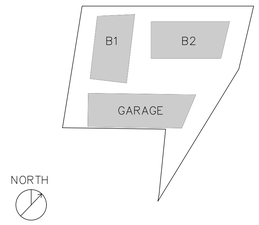
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PROJECT NO. 21198

SCALE

TITLE

EROSION CONTROL DETAILS

C503

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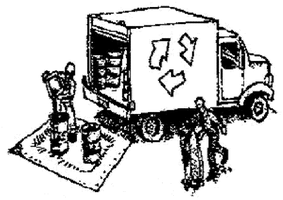
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SAN MATEO COUNTYWIDE
Water Pollution Prevention Program
Clean Water. Healthy Community.

Construction Best Management Practices (BMPs)

Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

Materials & Waste Management



Non-Hazardous Materials

- ❑ Berm and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.
- ❑ Use (but don't overuse) reclaimed water for dust control.

Hazardous Materials

- ❑ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
- ❑ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- ❑ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ❑ Arrange for appropriate disposal of all hazardous wastes.

Waste Management

- ❑ Cover waste disposal containers securely with tarps at the end of every work day and during wet weather.
- ❑ Check waste disposal containers frequently for leaks and to make sure they are not overfilled. Never hose down a dumpster on the construction site.
- ❑ Clean or replace portable toilets, and inspect them frequently for leaks and spills.
- ❑ Dispose of all wastes and debris properly. Recycle materials and wastes that can be recycled (such as asphalt, concrete, aggregate base materials, wood, gyp board, pipe, etc.)
- ❑ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.

Construction Entrances and Perimeter

- ❑ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ❑ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

Equipment Management & Spill Control



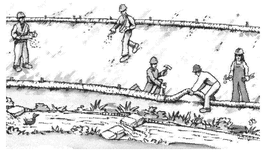
Maintenance and Parking

- ❑ Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
- ❑ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ❑ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ❑ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
- ❑ Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment.

Spill Prevention and Control

- ❑ Keep spill cleanup materials (e.g., rags, absorbents and cat litter) available at the construction site at all times.
- ❑ Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks until repairs are made.
- ❑ Clean up spills or leaks immediately and dispose of cleanup materials properly.
- ❑ Do not hose down surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags).
- ❑ Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ❑ Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill: 1) Dial 911 or your local emergency response number, 2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours).

Earthmoving



- ❑ Schedule grading and excavation work during dry weather.
- ❑ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
- ❑ Remove existing vegetation only when absolutely necessary, and seed or plant vegetation for erosion control on slopes or where construction is not immediately planned.
- ❑ Prevent sediment from migrating offsite and protect storm drain inlets, gutters, ditches, and drainage courses by installing and maintaining appropriate BMPs, such as fiber rolls, silt fences, sediment basins, gravel bags, berms, etc.
- ❑ Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.

Contaminated Soils

- ❑ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
  - Unusual soil conditions, discoloration, or odor.
  - Abandoned underground tanks.
  - Abandoned wells
  - Buried barrels, debris, or trash.

Paving/Asphalt Work



- ❑ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- ❑ Cover storm drain inlets and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.
- ❑ Collect and recycle or appropriately dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters.
- ❑ Do not use water to wash down fresh asphalt concrete pavement.

Sawcutting & Asphalt/Concrete Removal

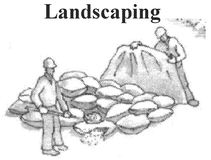
- ❑ Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.
- ❑ Shovel, abosorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ❑ If sawcut slurry enters a catch basin, clean it up immediately.

Concrete, Grout & Mortar Application



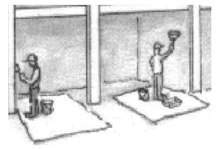
- ❑ Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- ❑ Wash out concrete equipment/trucks offsite or in a designated washout area, where the water will flow into a temporary waste pit, and in a manner that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.
- ❑ When washing exposed aggregate, prevent washwater from entering storm drains. Block any inlets and vacuum gutters, hose washwater onto dirt areas, or drain onto a bermed surface to be pumped and disposed of properly.

Landscaping



- ❑ Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.
- ❑ Stack bagged material on pallets and under cover.
- ❑ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

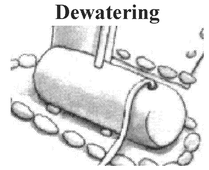
Painting & Paint Removal



Painting Cleanup and Removal

- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- ❑ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- ❑ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
- ❑ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- ❑ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

Dewatering



- ❑ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer call your local wastewater treatment plant.
- ❑ Divert run-on water from offsite away from all disturbed areas.
- ❑ When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ❑ In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

Storm drain polluters may be liable for fines of up to $10,000 per day!

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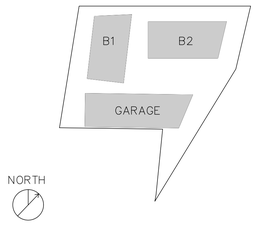
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REGISTERED PROFESSIONAL ENGINEER — SCOTT SCHWAB — PE 47813 — CIVIL — STATE OF CALIFORNIA

KEY PLAN



NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.15.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT: 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT: 1301 SHOREWAY, BELMONT

ADDRESS: 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO.: 21198

SCALE: N/A

TITLE: **BLUEPRINT FOR A CLEAN BAY**

C504

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Sheet List Table

Sheet Number	Sheet Title
L001	COVER SHEET
L002	ILLUSTRATIVE PLAN
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L715	PUBLIC REALM CONNECTIVITY
L716	PUBLIC REALM CONNECTIVITY
L717	PUBLIC REALM CONNECTIVITY
L718	PUBLIC REALM CONNECTIVITY

LAYOUT NOTES

1. VERIFY LOCATION OF ALL BUILDINGS, WALLS, ROADS AND CURBS AFFECTING LANDSCAPE SCOPE OF WORK WITH ARCHITECTURAL AND CIVIL ENGINEER'S DRAWINGS. REFER TO ARCHITECTURAL DRAWINGS FOR ALL CURRENT BUILDING GROUND FLOOR PLANS.
2. VERIFY LOCATION OF ALL VAULTS, ELECTRICAL DUCT BANKS, MANHOLES, CONDUIT AND PIPING, DRAINAGE STRUCTURES AND OTHER UTILITIES WITH THE APPROPRIATE ENGINEERING DRAWINGS. NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS WITH LANDSCAPE SCOPE.
3. TAKE ALL DIMENSIONS FROM FACE OF CURB, WALL OR BUILDING OR TO CENTERLINE OF COLUMNS OR TREES UNLESS OTHERWISE NOTED. ALL MEASUREMENTS TO DESIGNATED CENTERLINE(S).
4. TAKE ALL DIMENSIONS PERPENDICULAR TO ANY REFERENCE LINE, WORK LINE, FACE OF BUILDING, FACE OF WALL, OR CENTERLINE.
5. ALL DIMENSIONS TAKEN TO CENTERLINE OF BUILDING COLUMN SHALL MEAN THE FIRST ROW OF COLUMNS CLOSEST TO THE FACE OF THE BUILDING. SEE ARCHITECT'S DRAWINGS FOR CORRESPONDING COLUMN LINES.
6. ALL ANGLES TO BE 90 DEGREES AND ALL LINES OF PAVING AND FENCING TO BE PARALLEL UNLESS NOTED OTHERWISE. MAINTAIN HORIZONTAL ALIGNMENT OF ADJACENT ELEMENTS AS NOTED ON THE DRAWINGS.
7. HOLD TOPS OF WALLS AND FENCES LEVEL UNLESS NOTED OTHERWISE.
8. REFERENCE TO NORTH REFERS TO PLAN NORTH, REFERENCE TO SCALE IS FOR FULL-SIZED DRAWINGS ONLY. DO NOT SCALE FROM REDUCED DRAWINGS.
9. DIMENSIONS TAKE PRESIDENCE OVER SCALES SHOWN ON DRAWINGS.
10. NOTES AND DETAILS ON SPECIFIC DRAWINGS TAKE PRESIDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
11. DO NOT INSTALL ANY WORK ON STRUCTURE PRIOR TO REVIEW OF WATERPROOFING BY ARCHITECT.
12. WHERE NOT SHOWN ON LANDSCAPE DRAWINGS, SEE CIVIL ENGINEER'S DRAWINGS FOR ROADWAY CENTERLINES, BUILDING SETBACKS AND BENCH MARKS.
13. ALL CONCRETE SLABS AND RAMP OR STEP FOOTINGS SHALL BE DOWELED INTO ABUTTING WALLS, FOUNDATIONS AND FOOTINGS USING BARS OF THE SAME SIZE AND SPACING UNLESS NOTED OTHERWISE. SEE JOINTING DETAILS.

GRADING NOTES

1. FOR EXISTING TOPOGRAPHY INCLUDING GRADES, UTILITIES, PROPERTY LINES, LIMITS OF ROADWAYS, CURBS AND GUTTERS, EXISTING TREES, ETC., REFER TO THE CIVIL DRAWINGS.
2. ALL FINISHED GRADES SHALL PROVIDE FOR NATURAL RUNOFF OF WATER WITHOUT LOW SPOTS OR POCKETS. SET FLOW LINES ACCURATELY AND PROVIDE A MINIMUM 2% AND A MAXIMUM 50% GRADIENT UNLESS OTHERWISE NOTED.
3. HOLD FINISHED GRADES FOR SHRUB AND GROUNDCOVER AREAS 1 1/2 INCH BELOW TOP OF ADJACENT PAVEMENT, CURBS, OR HEADERS UNLESS OTHERWISE NOTED ON THE DRAWINGS.
4. GRADUALLY ROUND OFF TOPS AND TOES OF ALL PLANTED SLOPES TO PRODUCE A SMOOTH AND NATURAL APPEARING TRANSITION BETWEEN RELATIVELY LEVEL AREAS AND SLOPES.
5. GENERAL CONTRACTOR TO COORDINATE SIZE AND LOCATION OF SLAB PENETRATIONS FOR DRAINAGE STRUCTURES WITH MECHANICAL CONTRACTOR.

PLANTING NOTES

1. PROVIDE MATCHING SIZES AND FORMS FOR EACH SPECIES OF TREE INSTALLED ON GRID OR SPACED EQUALLY IN ROWS AS SHOWN ON DRAWINGS. ALIGN TREES ACROSS WALKS. ADJUST SPACING AS NECESSARY, SUBJECT TO REVIEW BY THE LANDSCAPE ARCHITECT.
2. PROVIDE MATCHING SIZES AND FORMS FOR ALL HEDGE PLANTINGS. SPACE EQUALLY, ON GRID, TRIANGULARY, AS SHOWN.
3. FORM 40 INCH WATERING BASIN AROUND ALL TREES NOT INSTALLED IN LAWN OR PAVED AREAS. FILL BASIN WITH 2 INCH LAYER OF GRAVEL MULCH.
4. PROVIDE HEADER TO SEPERATE ALL SHRUB AND GROUND COVER PLANTING AREAS FROM LAWN PLANTING AREAS.
5. INSTALL LAWN UNDER ALL TREES THROUGHOUT ENTIRE LAWN PLANTING AREA TO LIMIT OF SPRAY IRRIGATION UNLESS NOTED OTHERWISE. TREES OUTSIDE OF SPRAY IRRIGATION LIMIT ARE TO BE DRIP IRRIGATED.
6. EQUALLY SPACE VINES WHERE PLANTED AGAINST WALLS OR FENCES. SEE DRAWINGS FOR QUANTITY AND APPROXIMATE SPACING.
7. EACH LOCATION OF ALL TREES SHALL BE APPROVED BY LANDSCAPE ARCHITECT PROIR TO FINAL INSTALLATION.
8. EXACT PLACEMENT OF HEADERS WILL BE REVIEWED BY LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION.
9. PLANT NAMES ARE ABBREVIATED ON THE DRAWINGS. SEE PLANT LIST FOR KEY AND CLASSIFICATION.
10. FINISH ALL PLANTERS WITH 2" WOOD MULCH, UON AS GRAVEL AT TREE PLANTINGS, SEE DRAWINGS.

ABBREVIATIONS

BLDG	BUILDING	PGR	PER GEOTECHNICAL RECOMMENDATIONS
BIO	BIORETENTION	LOW	LIMIT OF WORK
BC	BOTTOM OF CURB	LP	LOW POINT
BW	BOTTOM OF WALL	R	RADIUS
CL	CENTER LINE	SIM	SIMILAR
CONC	CONCRETE	SJ	SCORE JOINT
DIA	DIAMETER	SQ	SQUARE
(E)	EXISTING	SS	STAINLESS STEEL
EQ	EQUAL	SSMH	SANITARY SEWER MANHOLE
EJ	EXPANSION JOINT	SSWR	SANITARY SEWER
FFE	FINISH FLOOR ELEVATION	TBD	TO BE DETERMINED
FG	FINISH GRADE	TYP	TYPICAL
GAL	GALLON	TC	TOP OF CURB
HDR	HEADER	TW	TOP OF WALL
HP	HIGH POINT	VIF	VERIFY IN FIELD
O.C.	ON CENTER		
OCEW	ON CENTER EACH WAY		
PA	PLANTING AREA		

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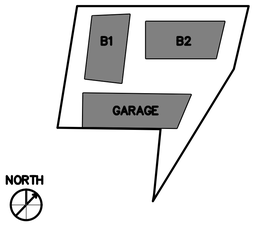
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LICENSED LANDSCAPE ARCHITECT
RENE BIHAN
No. 3682
Signature
05/30/2025
Renewal Date
01/31/2025
Date
STATE OF CALIFORNIA

KEY PLAN



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FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

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ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

TITLE

COVER SHEET

L001

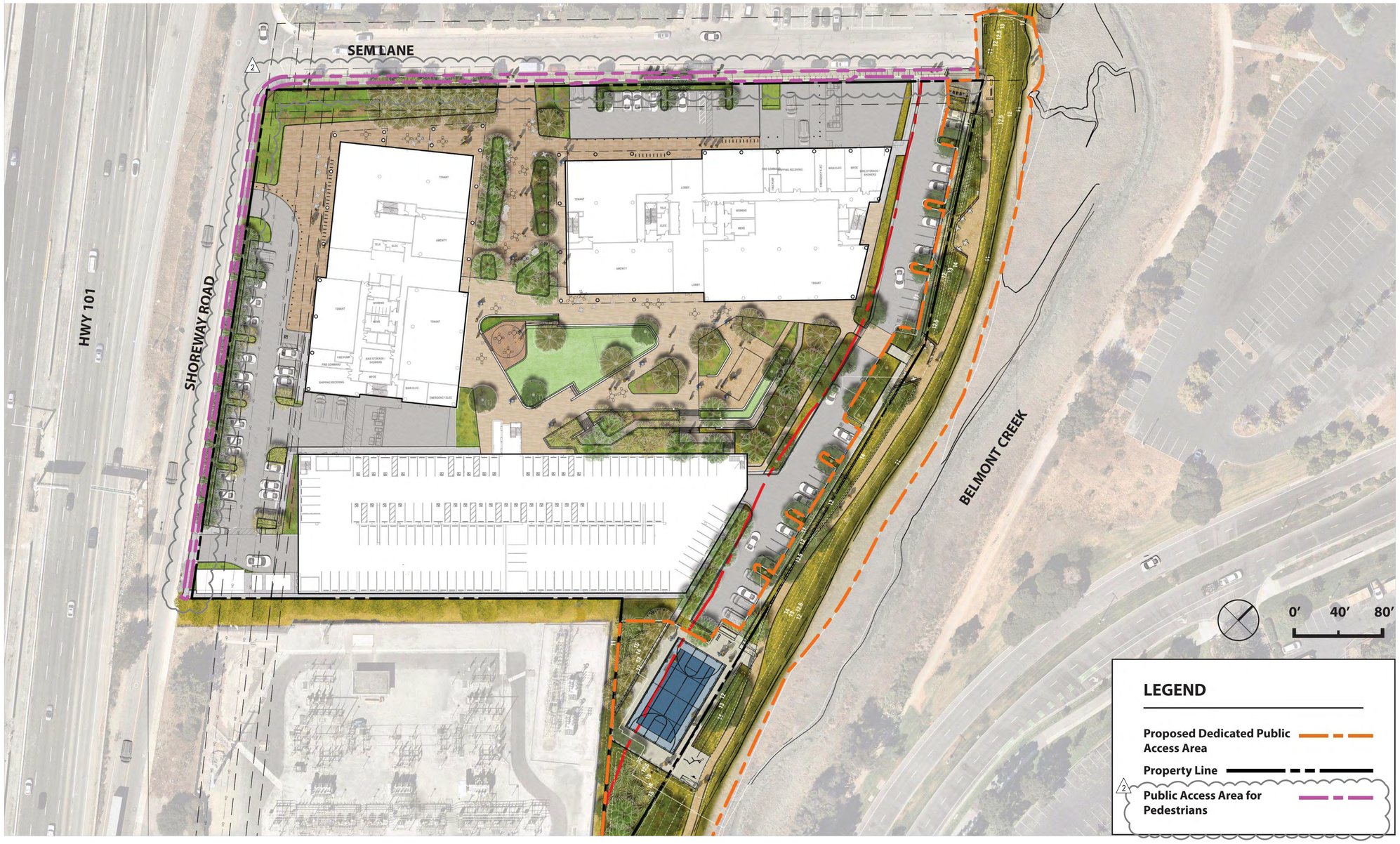
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NOTE:
Work within BCDC jurisdiction pending final review and approval from BCDC

1301 Shoreway Road

Site Plan: Proposed Public Access



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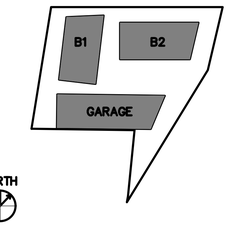
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PROJECT NO. 21198

SCALE

TITLE

ILLUSTRATIVE PLAN

L002

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TREE SCHEDULE AND LEGEND

TREES

KEY	BOTANICAL NAME	COMMON NAME	SIZE	SIZE @ MATURITY	QUANTITY	CA. NATIVE	CITY LIST
	PINUS CANARIENSIS	CANARY ISLAND PINE	36" BOX 3.5" CALIPER	60–90 FT TALL 60–80 FT WIDE	24		
	QUERCUS AGRIFOLIA	COAST LIVE OAK	60" BOX 6" CALIPER	25–80 FT TALL 15–35 FT WIDE	22	X	X
	ULMUS PARVIFLORA 'GREEN GEM'	CHINESE ELM	24" BOX 2.5" CALIPER	35–50 FT TALL 50–65 FT WIDE	6		
	CERCIS CANADENSIS	EASTERN REDBUD	24" BOX 2.5" CALIPER	15–40 FT TALL 40 FT WIDE	33	X	X
	ARCTOSTAPHYLOS DENSIFLORA	MANZANITA 'VINE HILL'	15 GALLON	6–8 FT TALL 8 FT WIDE	31	X	X
	AESCULUS CALIFORNICA	WOOLY LEAF MANZANITA	24 GALLON 2.5" CALIPER	15–40 FT TALL 30–60 FT WIDE	18	X	X
	CEANOTHUS 'JULIA PHELPS'	CALIFORNIA LILAC, 'JULIA PHELPS'	15 GALLON	8–10 FT TALL 8 FT WIDE	13	X	X
(m)	EXISTING TREE TO BE TRANSPLANTED	SEE TREE PLANTING PLAN	VARIES	VARIES	19		

UNDERSTORY SCHEDULE AND LEGEND

UNDERSTORY

KEY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SIZE @ MATURITY	CA. NATIVE	C3 LIST
PA1		FESTUCA RUBRA 'MOLATE'	CREEPING RED FESCUE	SOD	1–2 FT	X	
PA2		CAREX TUMULICOLA MUHLENBERGIA RIGENS AGROSTIS HALLII CAREX PRAEGRACILIS	DWARF SEDGE DEER GRASS HALL'S BENTGRASS DUNE SEDGE	1 GAL.	1–3 FT	X X X X	X X
PA3		IRIS DOUGLASIANA JUNCUS PATENS 'ELK BLUE' LEYMUS CONDENSATUS SALVIA SPATHACEA	WILD IRIS SPREADING RUSH WILD RYE HUMINGBIRD SAGE	1 GAL.	2–3 FT	X X X X	X X X X
PA4		CARPENTERIA CALIFORNICA HETEROMELES ARBUTIFOLIA ROMNEYA COULTERI CISTUS SPP.	BUSH ANEMONE TOYON MATILIJA POPPY ROCK ROSE	1 GAL.	3–8 FT	X X X X	
PA5		SALVIA MICROPHYLLA	MINT BUSH SAGE	5 GAL.	3–4 FT		

TREE DISPOSITION LEGEND

SYMBOL/KEY	DESCRIPTION	QUANTITY	NOTE
TAG # XXX SPECIES	EXISTING TREE TO BE REMOVED	104	PER PLAN
TAG # XXX SPECIES	TREE TO TRANSPLANT	16	
TAG # XXX SPECIES	BELMONT PROTECTED TREE TO TRANSPLANT	3	
TAG # XXX SPECIES	BELMONT PROTECTED TREE TO BE REMOVED	53	53 REMOVED MORE THAN 53 CITY PREFERRED PLANTED

IRRIGATION

SYMBOL	DESCRIPTION
	TREE BUBBLER AT NEW AND EXISTING TREES
	SPRAY IRRIGATION ZONE
	DRIP IRRIGATION ZONE
	EXISTING IRRIGATION ZONE
	CONTROL VALVE
	EXISTING BACKFLOW
	BASELINE HYDROMETER
	GATE VALVE
	MAIN LINE

LAYOUT SCHEDULE AND LEGEND

PAVING SCHEDULE

KEY	SYMBOL	DESCRIPTION	LOCATION	SQ. FT
P1		CAST–IN–PLACE CONCRETE PAVING, SAW CUT	INNER COURTYARD ENTRY DRIVES ENTRY PLAZA	33,671
P2		STEP STONE	INNER COURTYARD CREEK EDGE	31,325
P3		ASPHALT PAVING – SEE CIVIL DRAWINGS	SEE CIVIL DRAWINGS	SEE CIVIL
P4		CAST–IN–PLACE CONCRETE WALK 5' WIDE @ R.O.W	BERM	2,406
P5		CAST–IN–PLACE CONCRETE WALK 5' WIDE @ R.O.W	ENTRY PLAZA INNER COURTYARD	2,094
P6		TRUNCATED DOMES	AS NEEDED	851
P7		DECOMPOSED GRANITE	ACTIVITY COURT/BERM/ BASKETBALL COURT	5,697
P8		BELMONT CREEK TRAIL (WIDENED 8'–0")	BELMONT CREEK	

WALLS & STEPS

KEY	SYMBOL	DESCRIPTION
W1		CAST–IN–PLACE CONCRETE WALL
S1		CONCRETE STEPS
R1		HAND RAIL AT STEPS

AMENITIES

KEY	SYMBOL	DESCRIPTION
A1		CLASS II BIKE PARKING
A2		BOLLARD
A3		WOOD DECK
A4		SHADE STRUCTURE
A5		ACTIVITY COURT
F1		PICNIC TABLES
F2		ASSORTED LANDSCAPE SEATING & TABLES
F3		TREE GRATE

GENERAL

SYMBOL/KEY	DESCRIPTION
	LIMIT OF BCDC JURISDICTION
	PROPERTY LINE
PA	PLANTING AREA
	EXISTING TREE TO REMAIN

GRADING LEGEND

SYMBOL	DESCRIPTION
+ 13.50	SPOT ELEVATION
	RIDGE LINE
	PLANTER DRAIN
	AREA DRAIN
FD	FRENCH DRAIN
	SLOT DRAIN
	SLOPE IN PAVING
	SLOPE IN PLANTING
1.00	EXISTING CONTOUR
1.00	NEW CONTOUR
GB	GRADE BREAK
BIO	BIO RETENTION AREA – SEE CIVIL DRAWINGS
TS	TOP OF STAIR
BS	BOTTOM OF STAIR
TR	TOP OF RAMP
BR	BOTTOM OF RAMP
TW	TOP OF WALL
BW	BOTTOM OF WALL
FS	FINISH SURFACE
FG	FINISH GRADE
TC	TOP OF CURB

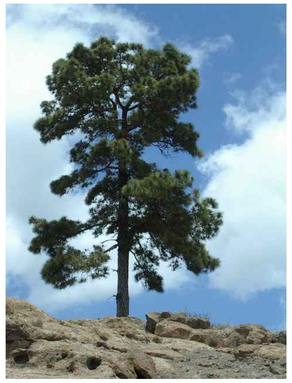
ULMUS PARVIFLORA



CERCIS CANADENSIS



PINUS CANARIENSIS



QUERCUS AGRIFOLIA

BIKE RACKS



TABLES & SEATING



PICNIC TABLES



BOLLARDS



WALLS



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1720 8th Street, Sacramento, CA 95811 916-441-6800

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Parking
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833.917.7275

STAMP

LICENSED LANDSCAPE ARCHITECT · RENE BIHAN · No. 3682 · Signature · Renewal Date 01/31/2025 · Date · STATE OF CALIFORNIA

KEY PLAN

NORTH

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

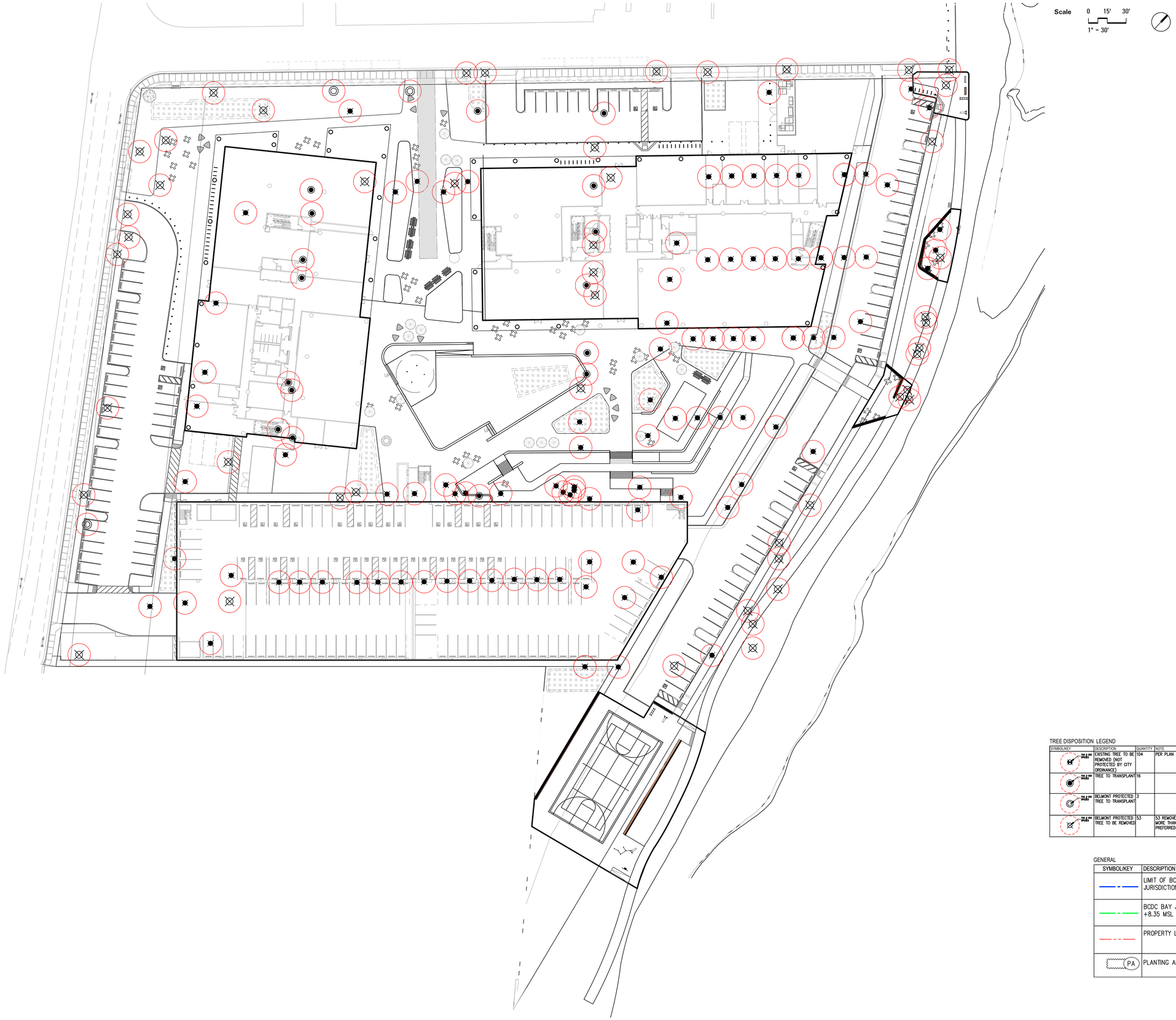
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MATERIAL SCHEDULE & IMAGES

L003

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TREE DISPOSITION LEGEND

SYMBOL/KEY	DESCRIPTION	QUANTITY	NOTE
54" & 6IN DIAM.	EXISTING TREE TO BE REMOVED (NOT PROTECTED BY CITY ORDINANCE)	104	PER PLAN
54" & 6IN DIAM.	TREE TO TRANSPLANT	16	
54" & 6IN DIAM.	BELMONT PROTECTED TREE TO TRANSPLANT	3	
54" & 6IN DIAM.	BELMONT PROTECTED TREE TO BE REMOVED	53	53 REMOVED MORE THAN 53 CITY PREFERRED PLANTED

GENERAL

SYMBOL/KEY	DESCRIPTION
	LIMIT OF BCDC JURISDICTION
	BCDC BAY JURISDICTION +8.35 MSL
	PROPERTY LINE
PA	PLANTING AREA

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550 Ellis Street, Mountain View, CA 94043 650-943-1660
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No. 3682
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Date
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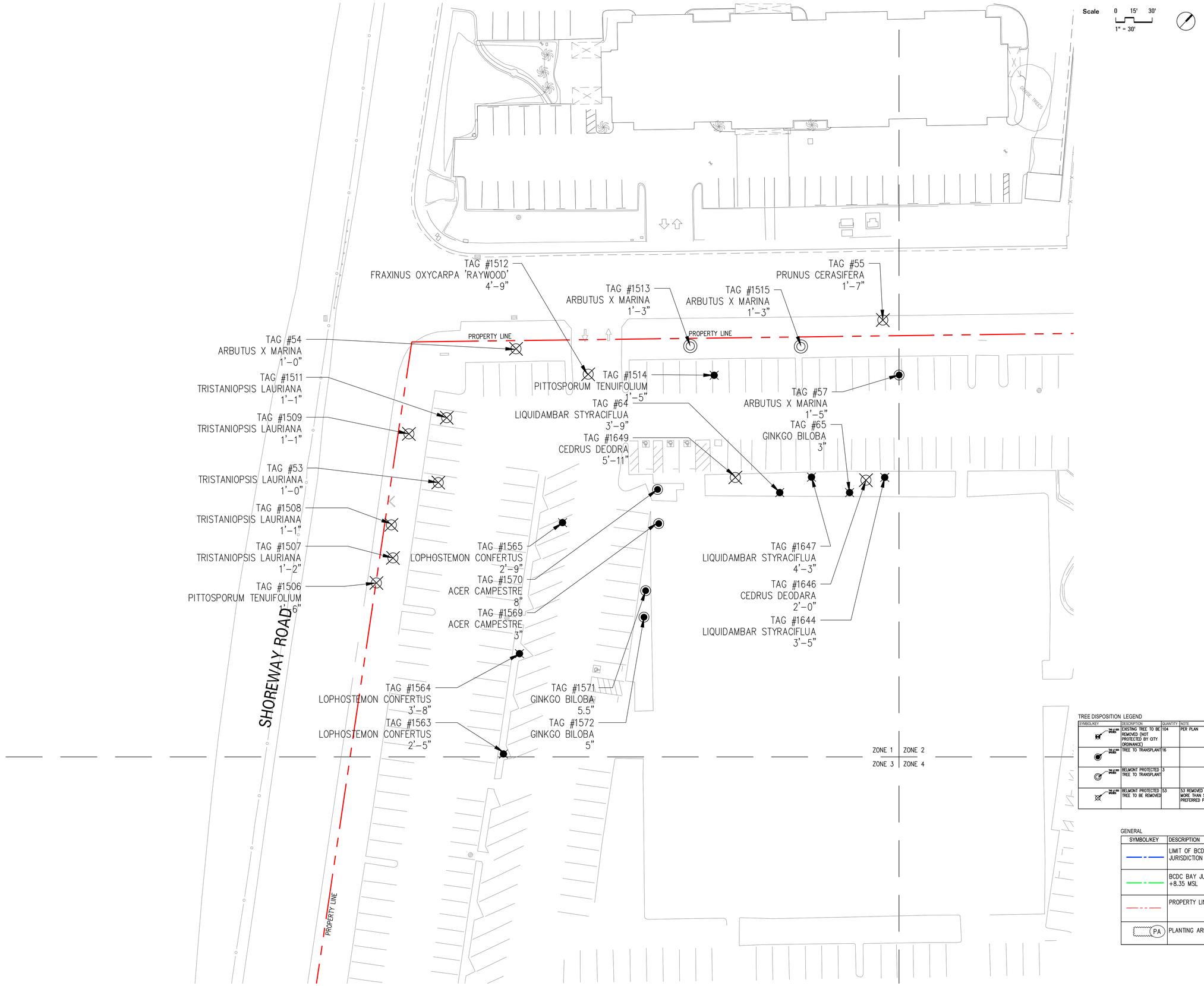
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OVERALL TREE DISPOSITION PLAN

L004

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TREE DISPOSITION LEGEND

SYMBOL/KEY	DESCRIPTION	QUANTITY	NOTE
TAG # DBH SPECIES	EXISTING TREE TO BE REMOVED (NOT PROTECTED BY CITY ORDINANCE)	104	PER PLAN
TAG # DBH SPECIES	TREE TO TRANSPLANT	16	
TAG # DBH SPECIES	BELMONT PROTECTED TREE TO TRANSPLANT	3	
TAG # DBH SPECIES	BELMONT PROTECTED TREE TO BE REMOVED	53	53 REMOVED MORE THAN 53 CITY PREFERRED PLANTED

GENERAL

SYMBOL/KEY	DESCRIPTION
	LIMIT OF BCDC JURISDICTION
	BCDC BAY JURISDICTION +8.35 MSL
	PROPERTY LINE
PA	PLANTING AREA

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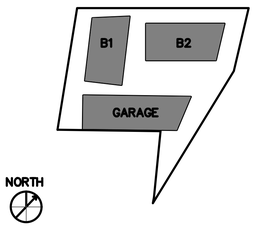
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KEY PLAN



NORTH

NO.	DESCRIPTION	DATE
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1	PD APPLICATION	06.07.24

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PROJECT NO. 21198

SCALE

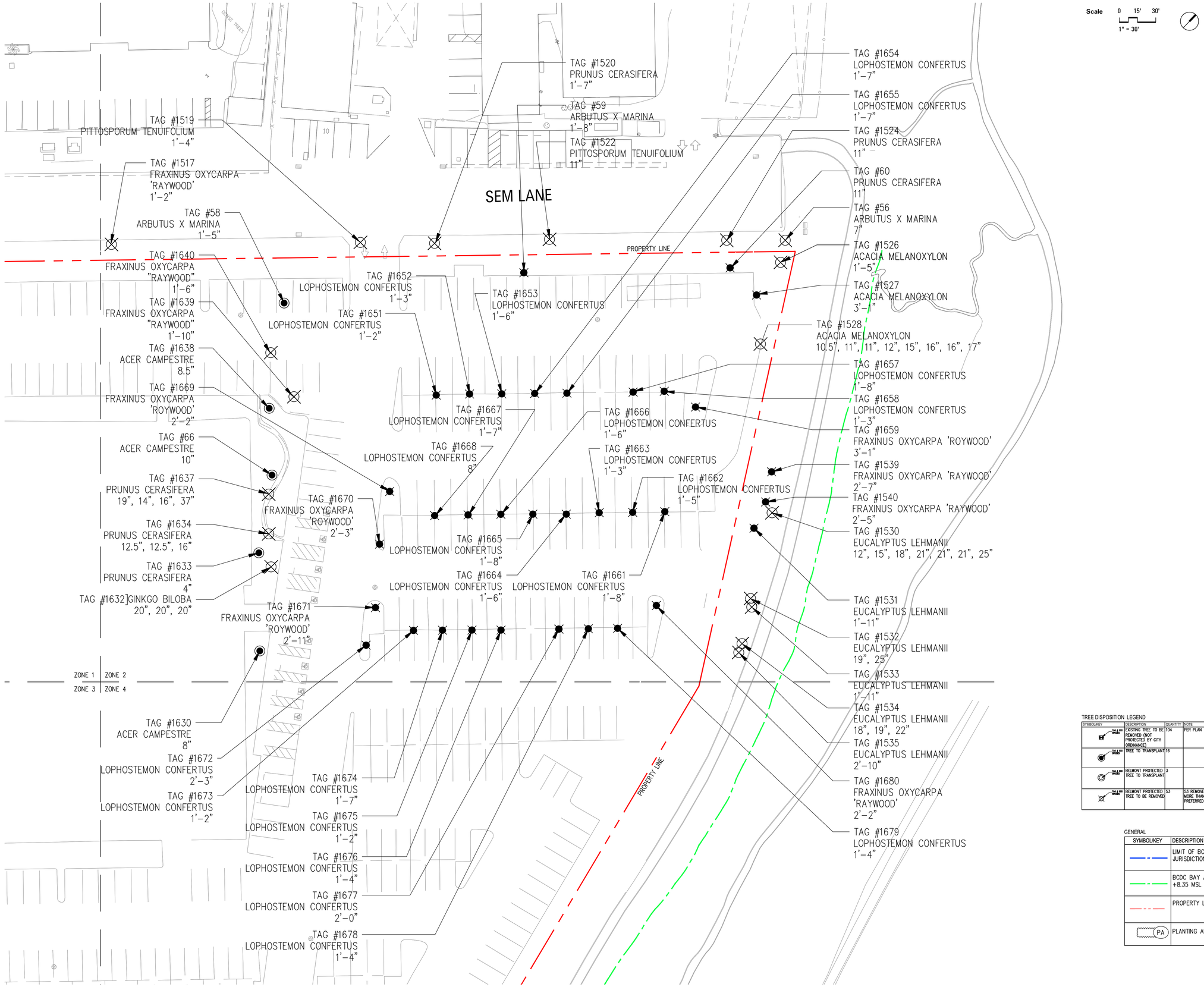
TITLE

TREE DISPOSITION PLAN - ZONE 1

L005

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TREE DISPOSITION LEGEND

SYMBOL/KEY	DESCRIPTION	QUANTITY	NOTE
TAG # DBH PA(E)	EXISTING TREE TO BE REMOVED (NOT PROTECTED BY CITY ORDINANCE)	104	PER PLAN
TAG # DBH PA(E)	TREE TO TRANSPLANT	16	
TAG # DBH PA(E)	BELMONT PROTECTED TREE TO TRANSPLANT	3	
TAG # DBH PA(E)	BELMONT PROTECTED TREE TO BE REMOVED	53	53 REMOVED MORE THAN 53 CITY PREFERRED PLANTED

GENERAL

SYMBOL/KEY	DESCRIPTION
	LIMIT OF BCDC JURISDICTION
	BCDC BAY JURISDICTION +8.35 MSL
	PROPERTY LINE
PA	PLANTING AREA

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Parking
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STAMP

LICENSED LANDSCAPE ARCHITECT · RENE BIHAN · No. 3682 · Signature 05/30/2025 · Renewal Date 01/31/2025 · Date · STATE OF CALIFORNIA

KEY PLAN

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

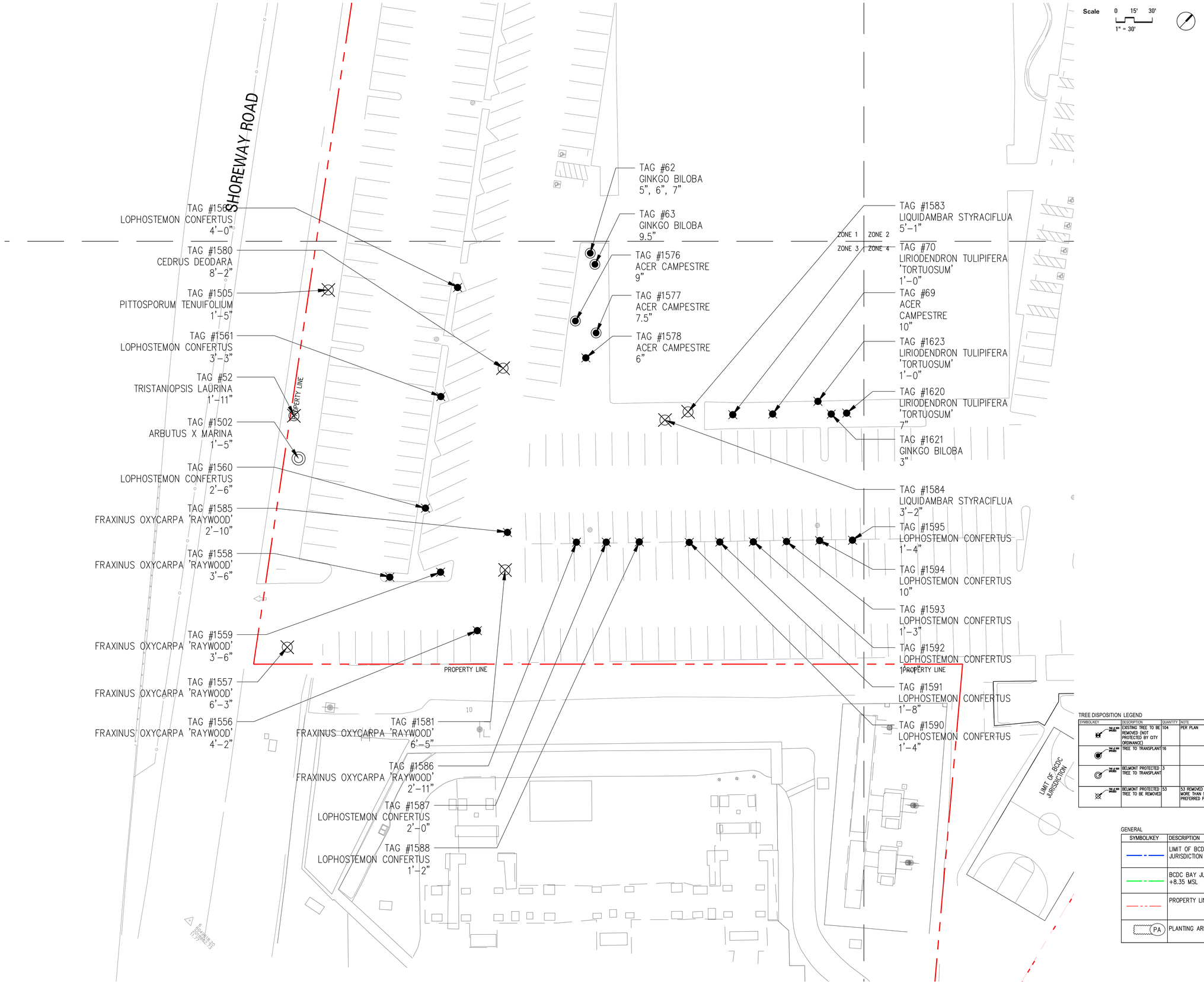
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TREE DISPOSITION PLAN - ZONE 2

L006

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TREE DISPOSITION LEGEND

SYMBOL/KEY	DESCRIPTION	QUANTITY	NOTE
TAG # DBH (PROTECTED)	EXISTING TREE TO BE REMOVED (NOT PROTECTED BY CITY ORDINANCE)	104	PER PLAN
TAG # DBH (PROTECTED)	TREE TO TRANSPLANT	16	
TAG # DBH (PROTECTED)	BELMONT PROTECTED TREE TO TRANSPLANT	3	
TAG # DBH (PROTECTED)	BELMONT PROTECTED TREE TO BE REMOVED	53	53 REMOVED MORE THAN 53 CITY PREFERRED PLANTED

GENERAL

SYMBOL/KEY	DESCRIPTION
	LIMIT OF BCDC JURISDICTION
	BCDC BAY JURISDICTION +8.35 MSL
	PROPERTY LINE
PA	PLANTING AREA

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415.362.5025

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SAN FRANCISCO, CA 94108
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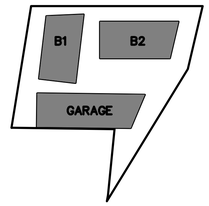
Structural Engineer
KPFF Consulting Engineers
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415.989.1004

Parking
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RENE BIHAN
No. 3682
Signature
05/30/2025
Renewal Date
01/31/2025
Date
STATE OF CALIFORNIA

KEY PLAN



NORTH

NO.	DESCRIPTION	DATE
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1	PD APPLICATION	06.07.24

FOUR CORNERS properties

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ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

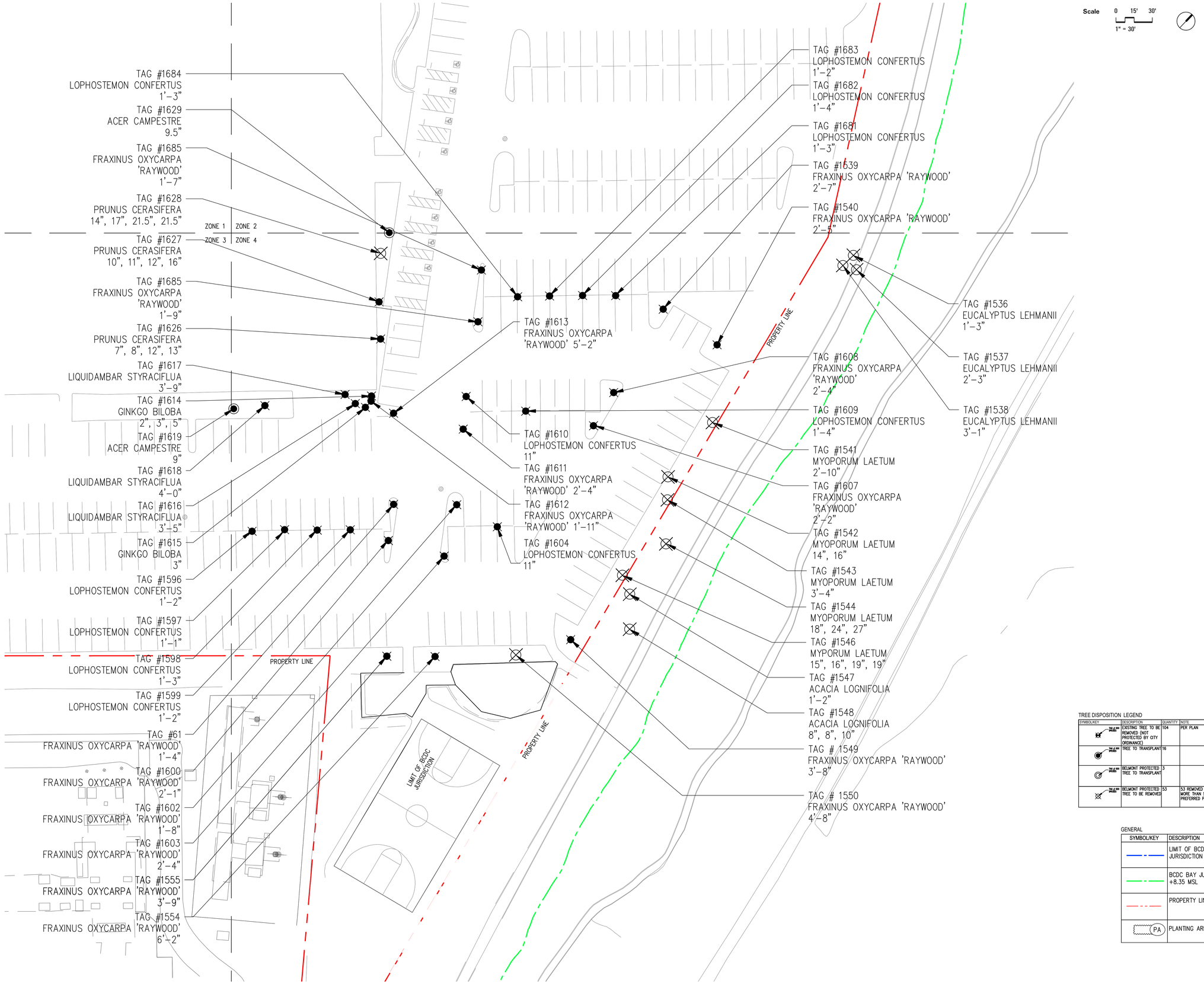
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TREE DISPOSITION PLAN - ZONE 3

L007

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TREE DISPOSITION LEGEND

SYMBOL/KEY	DESCRIPTION	QUANTITY	NOTE
TAG # DIA @ BH (PROT.)	EXISTING TREE TO BE REMOVED (NOT PROTECTED BY CITY ORDINANCE)	104	PER PLAN
TAG # DIA @ BH (PROT.)	TREE TO TRANSPLANT	16	
TAG # DIA @ BH (PROT.)	BELMONT PROTECTED TREE TO TRANSPLANT	3	
TAG # DIA @ BH (PROT.)	BELMONT PROTECTED TREE TO BE REMOVED	53	53 REMOVED MORE THAN 53 CITY PREFERRED PLANTED

GENERAL

SYMBOL/KEY	DESCRIPTION
	LIMIT OF BCDC JURISDICTION
	BCDC BAY JURISDICTION +8.35 MSL
	PROPERTY LINE
PA	PLANTING AREA

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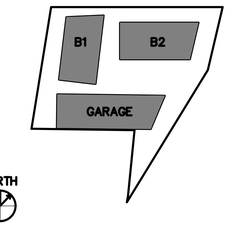
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KEY PLAN



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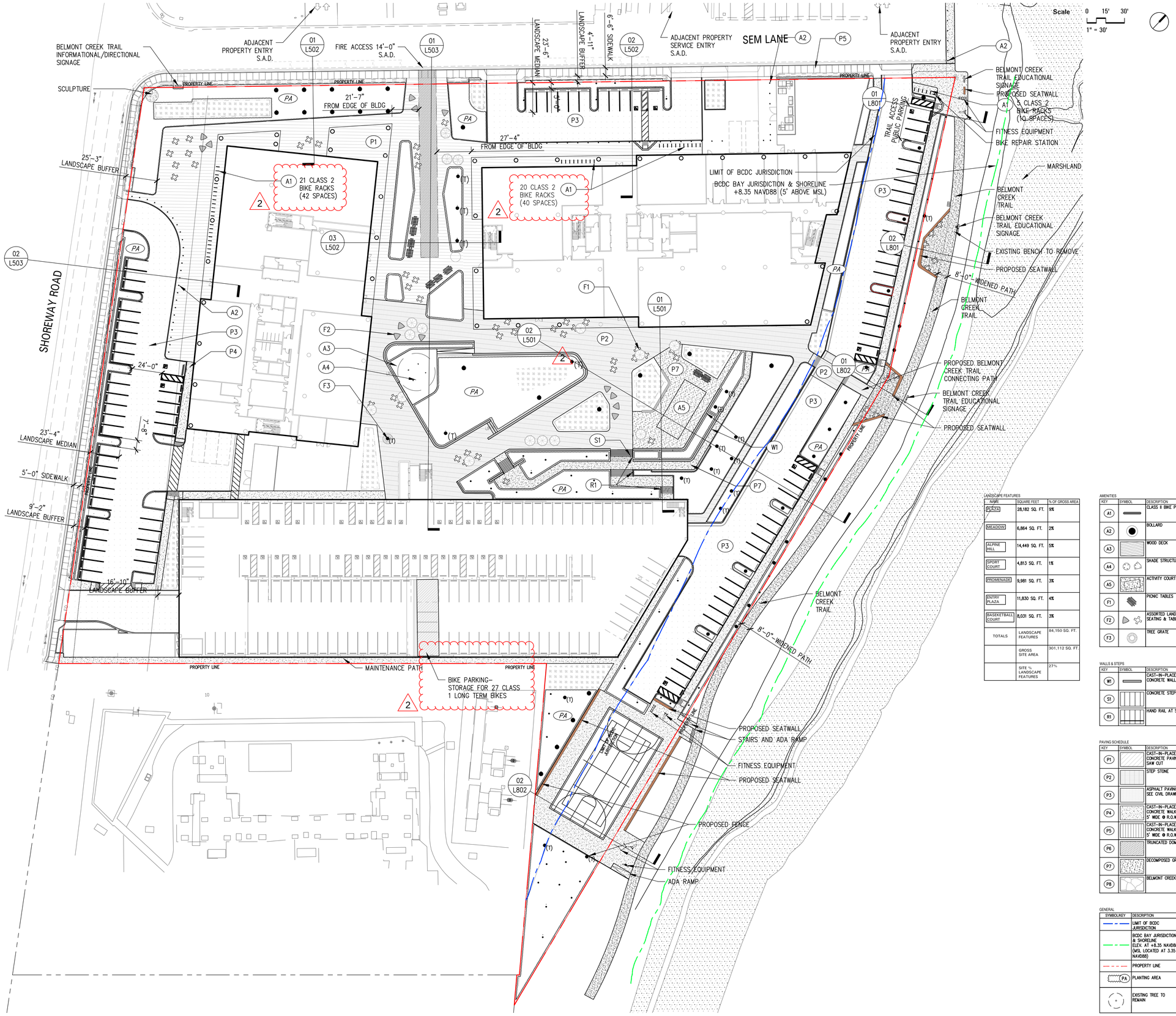
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TREE DISPOSITION PLAN - ZONE 4

L008

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LANDSCAPE FEATURES			
NAME	SQUARE FEET	% OF GROSS AREA	
PLAZA	28,182 SQ. FT.	9%	
MEADOW	6,864 SQ. FT.	2%	
ALPINE HILL	14,449 SQ. FT.	5%	
SPORT COURT	4,813 SQ. FT.	1%	
PROMENADE	9,981 SQ. FT.	3%	
ENTRY PLAZA	11,830 SQ. FT.	4%	
BASKETBALL COURT	8,031 SQ. FT.	3%	
TOTALS	LANDSCAPE FEATURES	84,150 SQ. FT.	
	GROSS SITE AREA	301,112 SQ. FT.	
	SITE % LANDSCAPE FEATURES	27%	

AMENITIES

KEY	SYMBOL	DESCRIPTION
A1		CLASS II BIKE PARKING
A2		BOLLARD
A3		WOOD DECK
A4		SHADE STRUCTURE
A5		ACTIVITY COURT
F1		PICNIC TABLES
F2		ASSORTED LANDSCAPE SEATING & TABLES
F3		TREE GRATE

WALLS & STEPS

KEY	SYMBOL	DESCRIPTION
W1		CAST-IN-PLACE CONCRETE WALL
S1		CONCRETE STEPS
R1		HAND RAIL AT STEPS

PAVING SCHEDULE

KEY	SYMBOL	DESCRIPTION
P1		CAST-IN-PLACE CONCRETE PAVING, SAW CUT
P2		STEP STONE
P3		ASPHALT PAVING - SEE CIVIL DRAWINGS
P4		CAST-IN-PLACE CONCRETE WALK 5' WIDE @ R.O.W
P5		CAST-IN-PLACE CONCRETE WALK 5' WIDE @ R.O.W
P6		TRUNCATED DOMES
P7		DECOMPOSED GRANITE
P8		BELMONT CREEK TRAIL

GENERAL

SYMBOL/KEY	DESCRIPTION
	LIMIT OF BCDC JURISDICTION
	BCDC BAY JURISDICTION & SHORELINE ELEV. AT +8.35 NAVD88 (MSL LOCATED AT 3.35 NAVD88)
	PROPERTY LINE
PA	PLANTING AREA
	EXISTING TREE TO REMAIN

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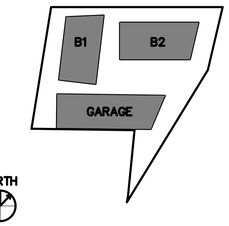
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LICENSED LANDSCAPE ARCHITECT
RENE BIHAN
No. 3682
Signature
05/30/2025
Renewal Date
01/31/2025
Date
STATE OF CALIFORNIA

KEY PLAN



NORTH

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

TITLE

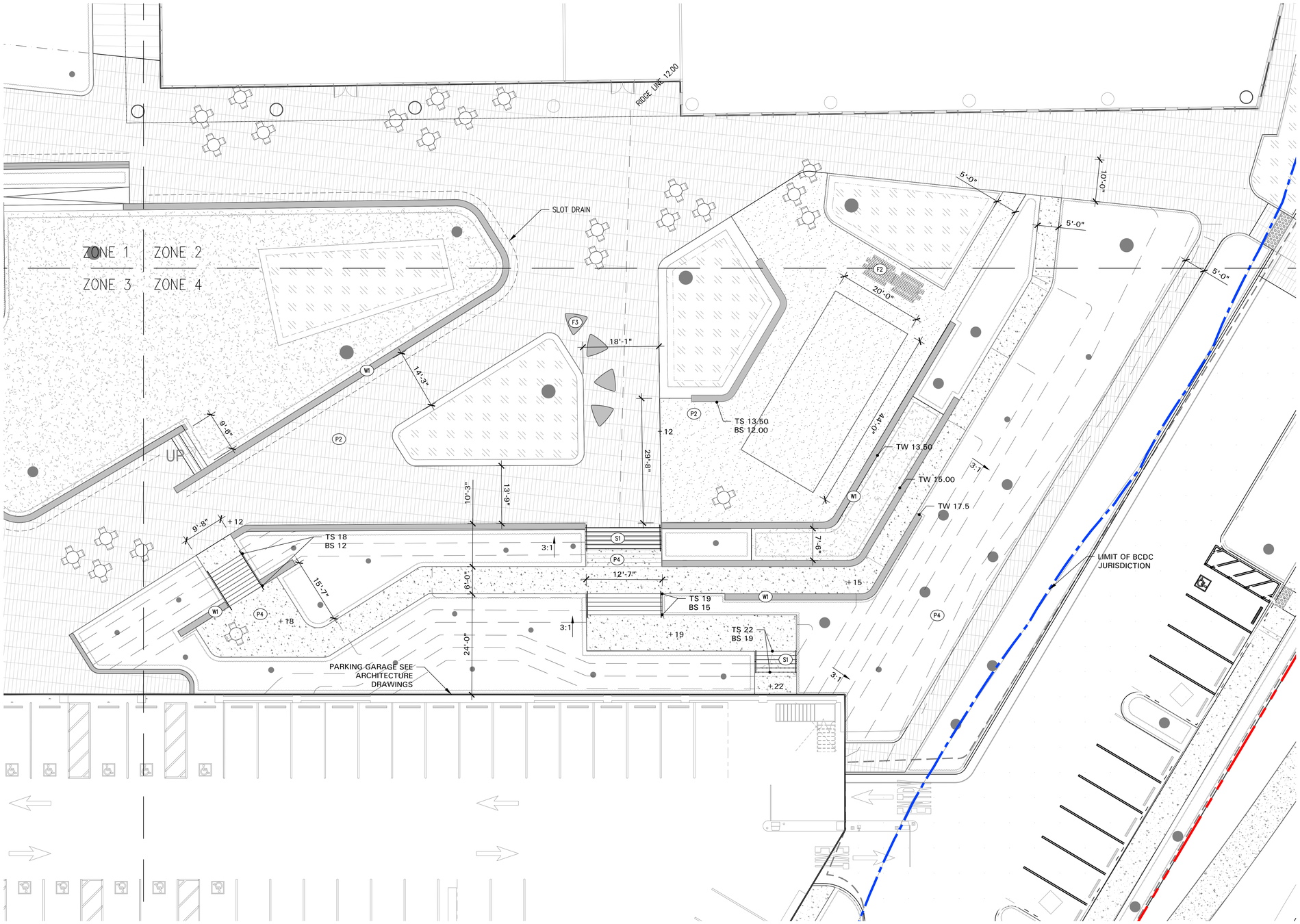
LAYOUT & MATERIAL PLAN

L101

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Scale 0 5' 10'
1" = 10'



WALLS & STEPS

KEY	SYMBOL	DESCRIPTION
W1		CAST-IN-PLACE CONCRETE WALL
S1		CONCRETE STEPS
R1		HAND RAIL AT STEPS

AMENITIES

KEY	SYMBOL	DESCRIPTION
A1		CLASS II BIKE PARKING
A2		BOLLARD
A3		WOOD DECK
A4		SHADE STRUCTURE
A5		ACTIVITY COURT
F1		PICNIC TABLES
F2		ASSORTED LANDSCAPE SEATING & TABLES
F3		TREE GRATE

PAVING SCHEDULE

KEY	SYMBOL	DESCRIPTION
P1		CAST-IN-PLACE CONCRETE PAVING, SAW CUT
P2		STEP STONE
P3		ASPHALT PAVING – SEE CIVIL DRAWINGS
P4		CAST-IN-PLACE CONCRETE WALK 5' WIDE @ R.O.W
P5		CAST-IN-PLACE CONCRETE WALK 5' WIDE @ R.O.W
P6		TRUNCATED DOMES
P7		DECOMPOSED GRANITE
P8		BELMONT CREEK TRAIL

GENERAL

SYMBOL	KEY	DESCRIPTION
		LIMIT OF BCDC JURISDICTION
		BCDC BAY JURISDICTION +8.35 MSL
		PROPERTY LINE
	PA	PLANTING AREA
		EXISTING TREE TO REMAIN

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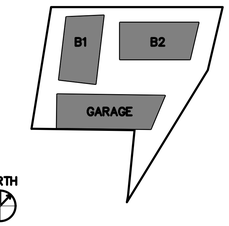
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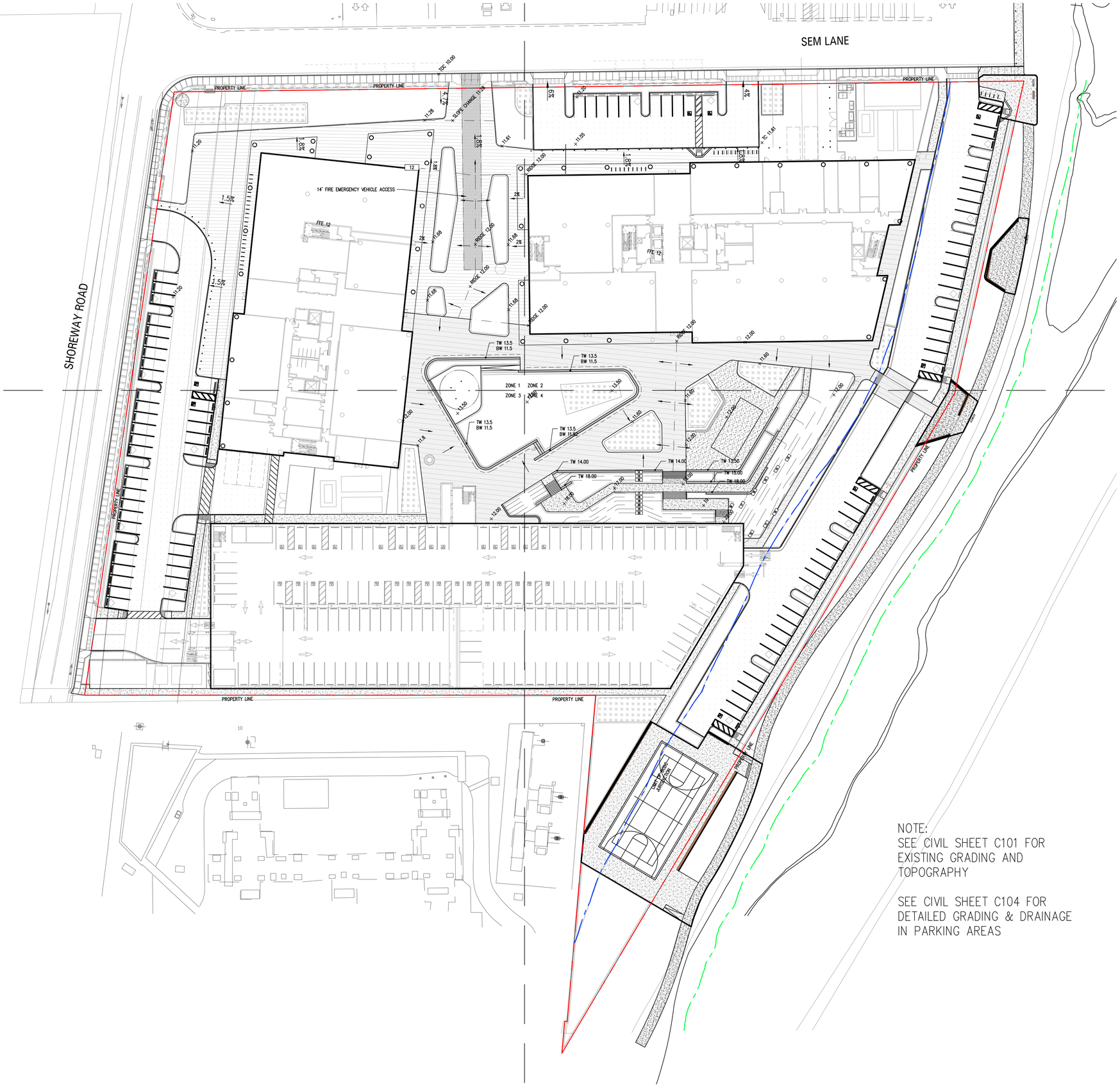
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LAYOUT ENLARGEMENT

L102

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NOTE:
SEE CIVIL SHEET C101 FOR EXISTING GRADING AND TOPOGRAPHY

SEE CIVIL SHEET C104 FOR DETAILED GRADING & DRAINAGE IN PARKING AREAS

GRADING LEGEND

SYMBOL	DESCRIPTION
+ 13.50	SPOT ELEVATION
	RIDGE LINE
	PLANTER DRAIN
	AREA DRAIN
FD	FRENCH DRAIN
	SLOT DRAIN
	SLOPE IN PAVING
	SLOPE IN PLANTING
1.00	EXISTING CONTOUR
1.00	NEW CONTOUR
GB	GRADE BREAK
BIO	BIO RETENTION AREA – SEE CIVIL DRAWINGS
TS	TOP OF STAIR
BS	BOTTOM OF STAIR
TR	TOP OF RAMP
BR	BOTTOM OF RAMP
TW	TOP OF WALL
BW	BOTTOM OF WALL
FS	FINISH SURFACE
FG	FINISH GRADE
TC	TOP OF CURB

GENERAL

SYMBOL/KEY	DESCRIPTION
	LIMIT OF BCDC JURISDICTION
	BCDC BAY JURISDICTION +8.35 MSL
	PROPERTY LINE
PA	PLANTING AREA
	EXISTING TREE TO

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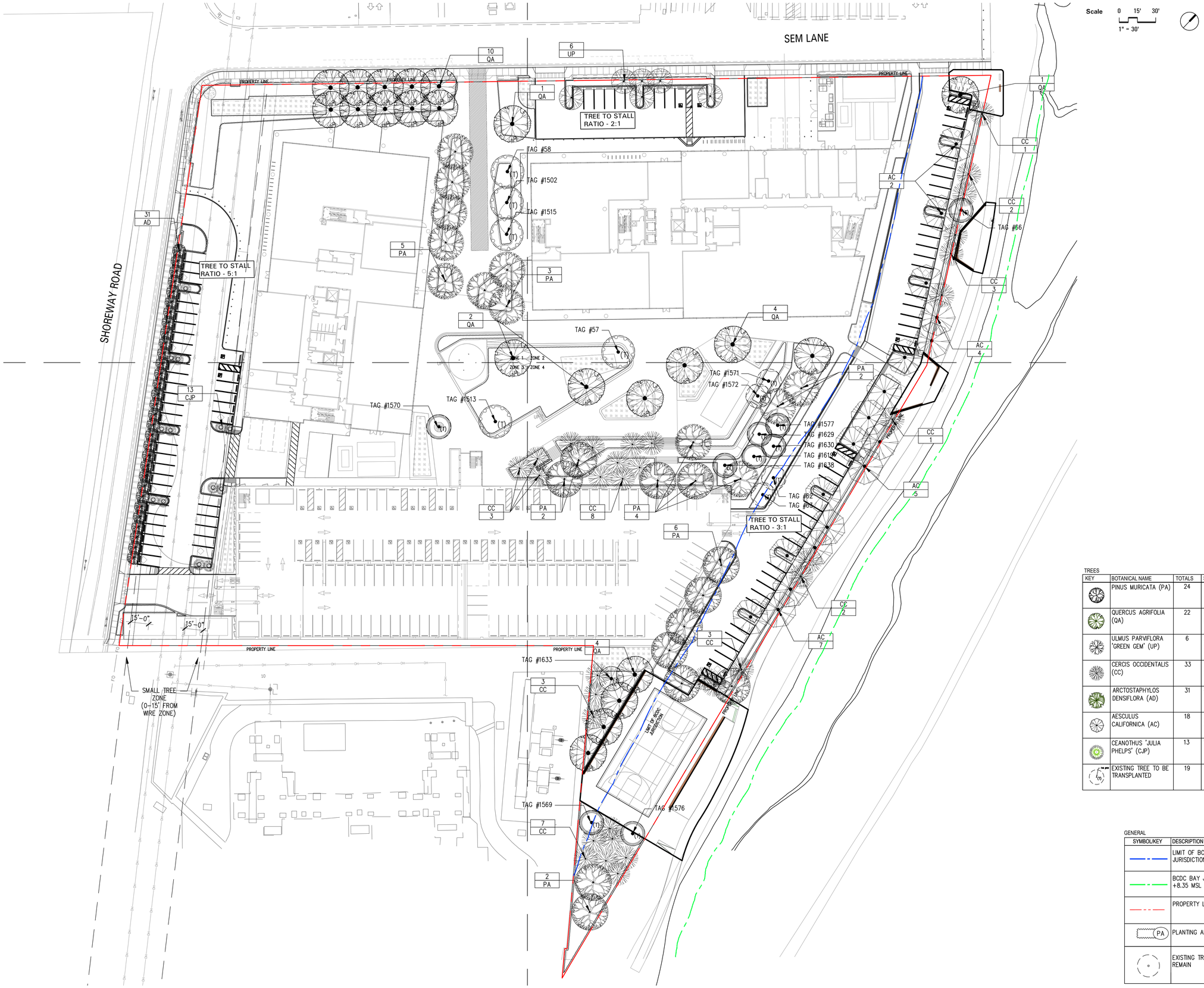
TITLE

GRADING & DRAINAGE PLAN

L201

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Scale 0 15' 30'
1" = 30'

TREES

KEY	BOTANICAL NAME	TOTALS	SIZE
	PINUS MURICATA (PA)	24	36" BOX 3.5" CALIPER
	QUERCUS AGRIFOLIA (QA)	22	60" BOX 6" CALIPER
	ULMUS PARVIFLORA 'GREEN GEM' (UP)	6	24" BOX 2.5" CALIPER
	CERCIS OCCIDENTALIS (CC)	33	24" BOX 2.5" CALIPER
	ARCTOSTAPHYLOS DENSIFLORA (AD)	31	15 GALLON
	AESCULUS CALIFORNICA (AC)	18	24 GALLON 2.5" CALIPER
	CEANOTHUS 'JULIA PHELPS' (CJP)	13	15 GALLON
(T)	EXISTING TREE TO BE TRANSPLANTED	19	VARIES

GENERAL

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PA	PLANTING AREA
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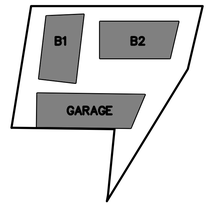
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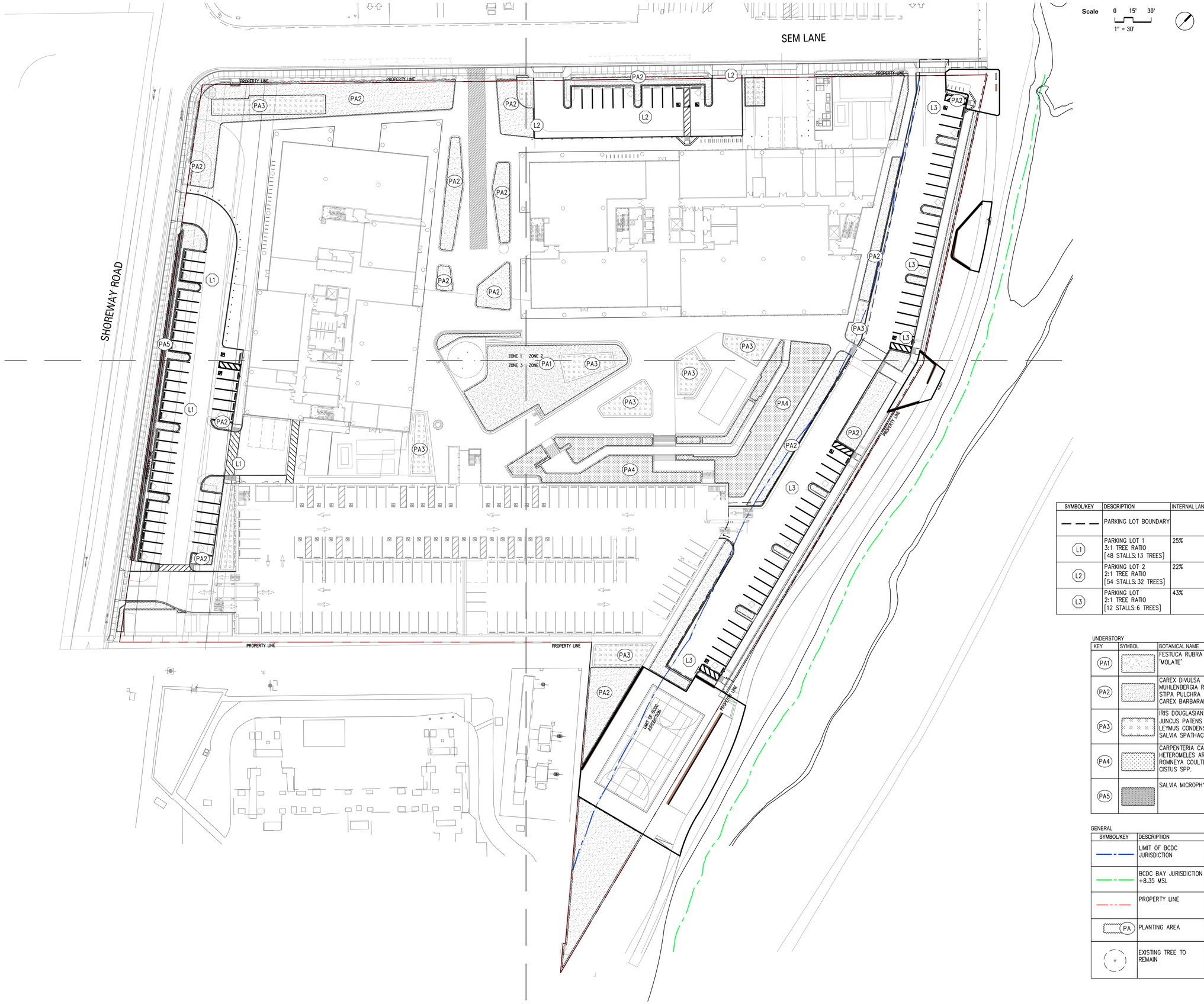
TITLE

TREE PLANTING PLAN

L301

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SYMBOL/KEY	DESCRIPTION	INTERNAL LANDACPE %
— — —	PARKING LOT BOUNDARY	
L1	PARKING LOT 1 3:1 TREE RATIO [48 STALLS:13 TREES]	25%
L2	PARKING LOT 2 2:1 TREE RATIO [54 STALLS:32 TREES]	22%
L3	PARKING LOT 2:1 TREE RATIO [12 STALLS:6 TREES]	43%

UNDERSTORY

KEY	SYMBOL	BOTANICAL NAME
PA1		FESTUCA RUBRA 'MOLATE'
PA2		CAREX DIVULSA MUHLENBERGIA RIGENS STIPA PULCHRA CAREX BARBARAE
PA3		IRIS DOUGLASIANA JUNCUS PATENS 'ELK BLUE' LEYMUS CONDENSATUS SALVIA SPATHACEA
PA4		CARPENTERIA CALIFORNICA HETEROMELES ARBUTIFOLIA ROMNEYA COULTERI CISTUS SPP.
PA5		SALVIA MICROPHYLLA

GENERAL

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	PROPERTY LINE
PA	PLANTING AREA
	EXISTING TREE TO REMAIN

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SCALE

TITLE

UNDERSTORY PLANTING PLAN

L302

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Scale 0 1/2 1/1
AS NOTED

IRRIGATION NOTES

1. THESE IRRIGATION DRAWINGS ARE DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED. ALL PIPING, VALVES, AND OTHER IRRIGATION COMPONENTS MAY BE SHOWN WITHIN PAVED AREAS FOR GRAPHIC CLARITY ONLY AND ARE TO BE INSTALLED WITHIN PLANTING AREAS. DUE TO THE SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS, SLEEVES, CONDUIT, AND OTHER ITEMS WHICH MAY BE REQUIRED. INVESTIGATE THE STRUCTURAL AND FINISHED CONDITION AFFECTING THE CONTRACT WORK INCLUDING OBSTRUCTIONS, GRADE DIFFERENCES OR AREA DIMENSIONAL DIFFERENCES. IN THE EVENT OF FIELD DISCREPANCY WITH CONTRACT DOCUMENTS, PLAN THE INSTALLATION WORK ACCORDINGLY BY NOTIFICATION AND APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE AND ACCORDING TO THE CONTRACT SPECIFICATIONS. NOTIFY AND COORDINATE IRRIGATION CONTRACT WORK WITH APPLICABLE CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE, CONDUIT OR SLEEVES THROUGH OR UNDER WALLS, ROADWAYS, PAVING AND STRUCTURES BEFORE CONSTRUCTION. IN THE EVENT THESE NOTIFICATIONS ARE NOT PERFORMED, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR REQUIRED REVISIONS.

2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, STANDARDS, AND REGULATIONS. ALL WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE LATEST RULES AND REGULATIONS OF THE NATIONAL ELECTRIC CODE; THE UNIFORM PLUMBING CODE, PUBLISHED BY THE WESTERN PLUMBING OFFICIALS ASSOCIATION; AND OTHER STATE OR LOCAL LAWS OR REGULATIONS. NOTHING IN THESE DRAWINGS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES OR REGULATIONS. THE CONTRACTOR SHALL FURNISH WITHOUT ANY EXTRA CHARGE, ANY ADDITIONAL MATERIAL AND LABOR WHEN REQUIRED BY THE COMPLIANCE WITH THESE CODES AND REGULATIONS.

3. THE CONTRACTOR SHALL COORDINATE INSTALLATION OF IRRIGATION SYSTEM WITH LAYOUT AND INSTALLATION OF THE PLANT MATERIALS TO INSURE THAT THERE WILL BE COMPLETE AND UNIFORM IRRIGATION COVERAGE OF PLANTING IN ACCORDANCE WITH THESE DRAWINGS, AND CONTRACT DOCUMENTS. THE IRRIGATION LAYOUT SHALL BE CHECKED BY THE CONTRACTOR AND OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO CONSTRUCTION TO DETERMINE IF ANY CHANGES, DELETIONS, OR ADDITIONS ARE REQUIRED. IRRIGATION SYSTEM SHALL BE INSTALLED AND TESTED PRIOR TO INSTALLATION OF PLANT MATERIAL.

4. THE INTENT OF THIS IRRIGATION SYSTEM IS TO PROVIDE THE MINIMUM AMOUNT OF WATER REQUIRED TO SUSTAIN GOOD PLANT HEALTH.

5. IT IS THE RESPONSIBILITY OF THE MAINTENANCE CONTRACTOR AND/OR OWNER TO PROGRAM THE IRRIGATION CONTROLLER(S) TO PROVIDE THE MINIMUM AMOUNT OF WATER NEEDED TO SUSTAIN GOOD PLANT HEALTH. THIS INCLUDES MAKING ADJUSTMENTS TO THE PROGRAM FOR SEASONAL WEATHER CHANGES, PLANT MATERIAL, WATER REQUIREMENTS, MOUNDS, SLOPES, SUN, SHADE AND WIND EXPOSURE.

6. IT IS THE RESPONSIBILITY OF A LICENSED ELECTRICAL CONTRACTOR TO PROVIDE 120 VOLT A.C. (2.5 AMP DEMAND PER CONTROLLER) ELECTRICAL SERVICE TO THE CONTROLLER LOCATION(S). IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO COORDINATE THE ELECTRICAL SERVICE STUB-OUT TO THE CONTROLLER(S). PROVIDE PROPER GROUNDING PER CONTROLLER MANUFACTURER'S INSTRUCTIONS AND IN ACCORDANCE WITH LOCAL CODES.

7. SCHEDULE A MEETING WHICH INCLUDES REPRESENTATIVES OF THE IRRIGATION CONTROLLER MANUFACTURER, THE MAINTENANCE CONTRACTOR, THE OWNER AND THE IRRIGATION CONTRACTOR AT THE SITE FOR INSTRUCTION ON THE PROPER PROGRAMMING AND OPERATION OF THE IRRIGATION CONTROLLER.

CONVENTIONAL WIRE

8. PROVIDE EACH IRRIGATION CONTROLLER WITH ITS OWN INDEPENDENT LOW VOLTAGE COMMON GROUND WIRE.

9. IRRIGATION CONTROL WIRES: SOLID COPPER WITH U.L. APPROVAL FOR DIRECT BURIAL IN GROUND. COMMON GROUND WIRE: SIZE #12-1 WIRE WITH A WHITE INSULATING JACKET. CONTROL WIRE SERVICING REMOTE CONTROL VALVES: SIZE #14-1 WIRE WITH INSULATING JACKET OF COLOR OTHER THAN WHITE. SPLICES SHALL BE MADE WITH 3M-DBY SEAL PACKS OR APPROVED EQUAL.

10. SPLICING OF LOW VOLTAGE WIRES IS PERMITTED IN VALVE BOXES ONLY. LEAVE A 36" LONG, 1" DIAMETER COIL OF EXCESS WIRE AT EACH SPLICE AND A 36" LONG EXPANSION LOOP EVERY 100 FEET ALONG WIRE RUN. TAPE WIRES TOGETHER EVERY TEN FEET. DO NOT TAPE WIRES TOGETHER WHERE CONTAINED WITHIN SLEEVING OR CONDUIT.

TWO-WIRE

11. IRRIGATION CONTROL WIRES: SOLID COPPER WITH U.L. APPROVAL FOR DIRECT BURIAL IN GROUND. SIZE #14AWG WIRE WITH A JACKETED 2-CONDUCTOR. PREFERRED WIRE MAKE AND MODEL IS TUCOR #14. ALL SPLICING SHALL BE MADE WITH 3-M DBR/Y-6 WATERPROOF SPLICE KIT.

12. INSTALL PURPLE PLASTIC VALVE BOXES WITH BOLT DOWN, NON HINGED COVER MARKED "IRRIGATION". BOX BODY SHALL HAVE KNOCK OUTS. ACCEPTABLE VALVE BOX MANUFACTURER'S INCLUDE NDS, CARSON OR APPROVED EQUAL.

13. VALVE LOCATIONS SHOWN ARE DIAGRAMMATIC. INSTALL IN GROUND COVER/SHRUB AREAS (AVOID LAWN AREAS WHERE POSSIBLE).

14. THE CONTRACTOR SHALL LABEL CONTROL LINE WIRE AT EACH REMOTE CONTROL VALVE WITH A 2 1/4" X 2 3/4" POLYURETHANE I.D. TAG, INDICATING IDENTIFICATION NUMBER OF VALVE (CONTROLLER AND STATION NUMBER). ATTACH LABEL TO CONTROL WIRE. THE CONTRACTOR SHALL PERMANENTLY STAMP ALL VALVE BOX LIDS WITH APPROPRIATE IDENTIFICATION AS NOTED IN CONSTRUCTION DETAILS.

15. FLUSH AND ADJUST IRRIGATION OUTLETS AND NOZZLES FOR OPTIMUM PERFORMANCE AND TO PREVENT OVER SPRAY ONTO WALKS, ROADWAYS, AND/OR BUILDINGS. SELECT THE BEST DEGREE OF THE ARC AND RADIUS TO FIT THE EXISTING SITE CONDITIONS AND THROTTLE THE FLOW CONTROL AT EACH VALVE TO OBTAIN THE OPTIMUM OPERATING PRESSURE FOR EACH CONTROL ZONE.

16. SET SPRINKLER HEADS PERPENDICULAR TO FINISH GRADE.

17. LOCATE BUBBLERS ON UPHILL SIDE OF PLANT OR TREE.

18. INSTALL A HUNTER HCV SERIES, KBI CV SERIES, OR APPROVED EQUAL SPRING LOADED CHECK VALVE IN SPRINKLER RISER ASSEMBLIES WHERE LOW OUTLET DRAINAGE WILL CAUSE EROSION AND/OR EXCESS WATER.

19. WHERE IT IS NECESSARY TO EXCAVATE ADJACENT TO EXISTING TREES, USE CAUTION TO AVOID INJURY TO TREES AND TREE ROOTS. EXCAVATE BY HAND IN AREAS WHERE TWO (2) INCH AND LARGER ROOTS OCCUR. BACK FILL TRENCHES ADJACENT TO TREE WITHIN TWENTY-FOUR (24) HOURS. WHERE THIS IS NOT POSSIBLE, SHADE THE SIDE OF THE TRENCH ADJACENT TO THE TREE WITH WET BURLAP OR CANVAS.

20. NOTIFY LOCAL JURISDICTIONS FOR INSPECTION AND TESTING OF INSTALLED BACKFLOW PREVENTION DEVICE.

21. THE IRRIGATION SYSTEM DESIGN IS BASED ON THE MINIMUM OPERATING PRESSURE SHOWN ON THE IRRIGATION DRAWINGS. VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE OWNER'S AUTHORIZED REPRESENTATIVE.

22. IRRIGATION DEMAND: REFER TO PLANS.

23. THE EXISTING MAIN LINE SHOWN ON THE DRAWINGS IS DIAGRAMMATIC. VERIFY AND LOCATE EXISTING MAIN LINE IN FIELD. REPORT TO ARCHITECT IN WRITING ANY DEVIATION OF EXISTING MAIN LINE LOCATION FROM THAT SHOWN ON THE DRAWINGS.

25. PIPE SIZING SHOWN ON THE DRAWINGS IS TYPICAL. AS CHANGES IN LAYOUT OCCUR DURING STAKING AND CONSTRUCTION THE SIZE MAY NEED TO BE ADJUSTED ACCORDINGLY.

26. PIPE THREAD SEALANT COMPOUND SHALL BE RECTOR SEAL #5.

27. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MINOR CHANGES IN THE IRRIGATION LAYOUT DUE TO OBSTRUCTIONS NOT SHOWN ON THE IRRIGATION DRAWINGS SUCH AS LIGHTS, FIRE HYDRANTS, SIGNS, ELECTRICAL ENCLOSURES, ETC.

28. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CHANGES IN THE IRRIGATION LAYOUT AND VALVE ZONING DUE TO VARIATIONS IN THE EXISTING SITE CONDITIONS SUCH AS EXPOSURE FROM BUILDINGS, TRELLISES, TREES, ETC., AS WELL AS SLOPE AND SOIL CONDITIONS. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND IRRIGATION CONSULTANT OF THE PROPOSED CHANGES PRIOR TO INSTALLATION FOR APPROVAL.

29. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ADJUSTING THE IRRIGATION SYSTEM DESIGN IF THE PLANTING DESIGN CHANGES FROM THE ORIGINAL PLAN AND NEEDS TO ADAPT TO THE NEW PLANTING DESIGN. THE LANDSCAPE CONTRACTOR NEEDS TO NOTIFY THE LANDSCAPE ARCHITECT AND IRRIGATION CONSULTANT OF PROPOSED CHANGES PRIOR TO INSTALLATION FOR APPROVAL.

30. WHEN WORK OF THIS SECTION HAS BEEN COMPLETED AND SUCH OTHER TIMES AS MAY BE DIRECTED, REMOVE ALL TRASH, DEBRIS, SURPLUS MATERIALS AND EQUIPMENT FROM SITE.

31. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLEMENTAL HAND WATERING OF ALL PLANT MATERIAL WITHIN DRIPLINE AREAS UNTIL THE PLANTS ARE SUFFICIENTLY ESTABLISHED.

32. VERIFY LOCATIONS OF ALL IRRIGATION COMPONENTS INSTALLED WITHIN A VALVE BOX WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. DO NOT INSTALL UNTIL LANDSCAPE ARCHITECT PROVIDES ACCEPTABLE LOCATIONS.

RECYCLED WATER SYSTEMS:

1. BURIED RECYCLED WATER PIPING MUST BE PURPLE COLORED AND CONTINUOUSLY MARKED WITH THE WORDING "RECYCLED WATER – DO NOT DRINK" ON OPPOSITE SIDES OF THE PIPE.

2. RECYCLED WATER VALVE TAGS MUST HAVE A PURPLE BACKGROUND WITH BLACK LETTERING STATING, "RECYCLED WATER – DO NOT DRINK".

3. RECYCLED WATER VALVE BOXES MUS BE PURPLE IN COLOR AND HAVE A RECYCLED WATER LABEL ON THE LID STATING "RECYCLED WATER – DO NOT DRINK".

4. WHERE RECYCLED WATER IS USED ON LANDSCAPES: RECYCLED WATER SIGNS MUST BE PLACED AT OBVIOUS LOCATIONS, SUCH AS ENTRANCE POINTS.

5. BURIED PIPE SEPARATION REQUIREMENTS FOR ON-SITE FACILITIES INCLUDES ALL APPURTENANCES AND PIPING DOWNSTREAM OF A CITY WATER METER:

A. HORIZONTAL PIPE SEPARATION: A HORIZONTAL SEPARATION MAINTAINED AT 10 FEET BETWEEN BURIED RECYCLED AND POTABLE WATER LINES IS PREFERRED. WHERE THIS SEPARATION IS NOT FEASIBLE, EITHER THE POTABLE PIPE OR THE RECYCLED WATER PIPE MUST BE SLEEVED. A HORIZONTAL SEPARATION OF LESS THAN FOUR FEET IS NOT PERMITTED.

B. VERTICAL PIPE SEPARATION: RECYCLED WATER PIPES MUST BE AT LEAST ONE FOOT BELOW POTABLE WATER PIPELINES. RECYCLED WATER LINES INSTALLED ABOVE A POTABLE WATER LINE MUST BE AT LEAST ONE FOOT ABOVE THE POTABLE WATER LINE, AND THE RECYCLED WATER LINE MUST BE SLEEVED A MINIMUM OF 10 FEET ON EITHER SIDE OF THE POTABLE WATER PIPE. RECYCLED WATER PIPES LESS THAN ONE FOOT BELOW OR LESS THAN ONE FOOT ABOVE A POTABLE WATER PIPELINE IS NOT PERMITTED.

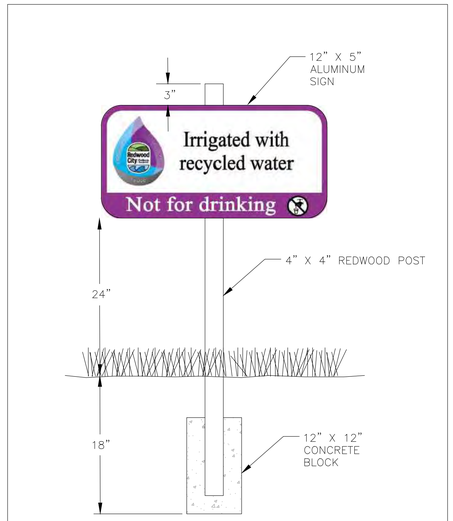
BELMONT STANDARD NOTES:

RECYCLED WATER IRRIGATION LINES THAT ARE PARALLEL AND CROSSING THE NEW POTABLE WATER MAIN/SUPPLY LINES SHALL MEET THE WATER MAIN PIPE SEPARATION REQUIREMENTS OF THE TITLE 22 CALIFORNIA CODE OF REGULATIONS:

1. NEW POTABLE WATER MAINS AND SUPPLY LINES MUST BE INSTALLED AT LEAST 4 FEET HORIZONTALLY FROM AND ONE FOOT VERTICALLY ABOVE, AND PARALLEL PIPELINE CONVEYING DISINFECTED TERTIARY RECYCLED WATER. ALL SEPARATIONS MUSH BE MEASURED FROM THE OUTSIDE EDGE OF THE RESPECTIVE PIPES.

2. IF CROSSING A PIPELINE CONVEYING RECYCLED WATER, THE POTABLE WATER MAIN MUST BE CONSTRUCTED NO LESS THAN 45-DEGREES TO AND AT LEAST ONE FOOT ABOVE THE RECYCLED WATER PIPELINE. NO CONNECTION JOINTS CAN BE MADE IN THE POTABLE WATER MAIN WITHIN EIGHT HORIZONTAL FEET OF A RECYCLED WATER PIPELINE.

3. THE ONE-FOOT VERTICAL SEPARATION IS ONLY REQUIRED WHEN THE HORIZONTAL DISTANCE BETWEEN THE POTABLE AND RECYCLED WATER LINES IS LESS THAN TEN FEET.



1 RECYCLED WATER ADVISORY SIGN
SCALE: NONE

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2550 Fifth Avenue, Suite 115, San Diego, CA 92103 619-685-3990
1720 8th Street, Sacramento, CA 95811 916-441-6800

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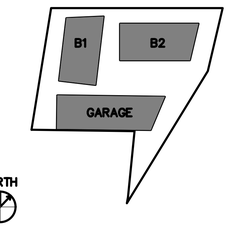
Structural Engineer
KPFF Consulting Engineers
45 FREMONT STREET, 28th FL.
SAN FRANCISCO, CA 94105
415.989.1004

Parking
Watry Design, Inc.
2099 GATEWAY PLACE, SUITE 550
SAN JOSE, CA 95110
833.917.7275

STAMP

LICENSED LANDSCAPE ARCHITECT
RENE BIHAN
No. 3682
Signature
05/30/2025
Renewal Date
01/31/2025
Date
STATE OF CALIFORNIA

KEY PLAN



NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

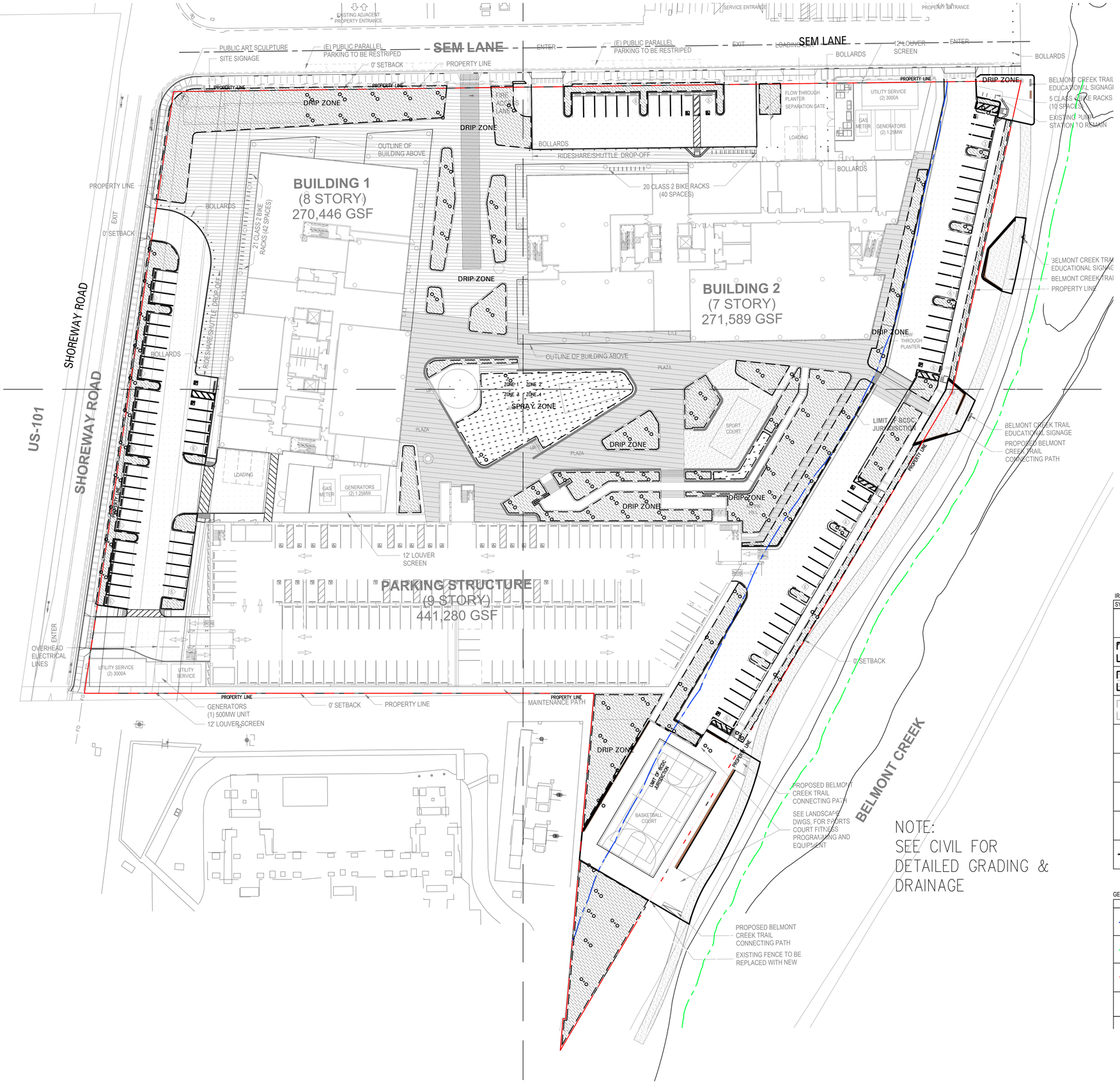
SCALE

TITLE

IRRIGATION NOTE

L401

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IRRIGATION

SYMBOL	DESCRIPTION
	TREE BUBBLER AT NEW AND EXISTING TREES
	SPRAY IRRIGATION ZONE
	DRIP IRRIGATION ZONE
	EXISTING IRRIGATION ZONE
	CONTROL VALVE
	EXISTING BACKFLOW
	BASELINE HYDROMETER
	GATE VALVE
	MAIN LINE

GENERAL

SYMBOL/KEY	DESCRIPTION
	LIMIT OF BCDC JURISDICTION
	BCDC BAY JURISDICTION +8.35 MSL
	PROPERTY LINE
PA	PLANTING AREA
	EXISTING TREE TO

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LICENSED LANDSCAPE ARCHITECT
RENE BIHAN
No. 3682
Signature
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Date
STATE OF CALIFORNIA

KEY PLAN

NORTH

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PROJECT NO. 21198

SCALE

TITLE

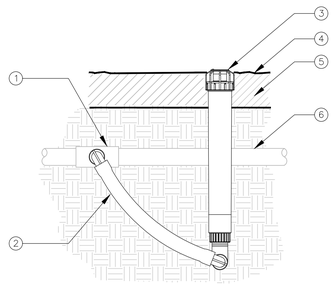
IRRIGATION PLAN

L402

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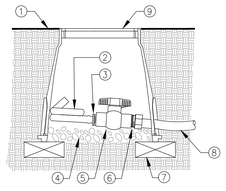
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5/30/2024 6:28:38 PM C:\Users\ksthegamal\Documents\21198_FourCorners_SFS_Site_Central_R22_ksthegamal.rvt

Scale 0 1/2 1/1
AS NOTED



① UPC APPROVED SCHEDULE 40 PVC TEE, ELBOW OR BARB x THREAD DRIP FITTING TEE OR ELBOW WITH 3/4" OUTLET.
② 1/2" X 3/4" X 6" HUNTER SWING JOINT (SJ-7506)
③ ECO INDICATOR
④ FINISHED GRADE
⑤ MULCH
⑥ PVC LATERAL PIPE OR DRIPLINE

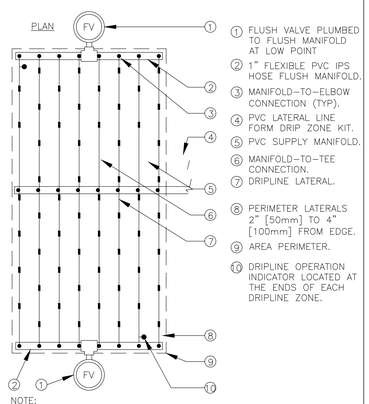
1 DRIPLINE OPERATION INDICATOR
SCALE: NONE



NOTE:
ALLOW A MINIMUM 18" OF DRIPLINE HOSE IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.

① FINISH GRADE
② 1/2" POLYETHYLENE TUBING; MIN. 18" IN LENGTH.
③ TWIST LOCK MALE ADAPTER. TLF-MPT6-0600.
④ PEA GRAVEL SUMP (4" DEEP).
⑤ 1/2" SCH. 40 THREADED BALL VALVE.
⑥ 1/2" SCH. 40 MALE ADAPTER.
⑦ BRICK. 2 TOTAL.
⑧ 1/2" IPS PVC HOSE FROM DRIPLINE OR EXHAUST HEADER.
⑨ PURPLE 6" ROUND PLASTIC VALVE BOX.

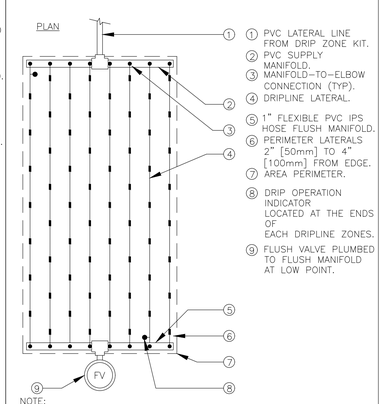
2 DRIPLINE-FLUSH POINT
SCALE: NONE



① FLUSH VALVE PLUMBED TO FLUSH MANIFOLD AT LOW POINT
② 1" FLEXIBLE PVC IPS HOSE FLUSH MANIFOLD.
③ MANIFOLD-TO-ELBOW CONNECTION (TYP).
④ PVC LATERAL LINE FORM DRIP ZONE KIT.
⑤ PVC SUPPLY MANIFOLD.
⑥ MANIFOLD-TO-TEE CONNECTION.
⑦ DRIPLINE LATERAL.
⑧ PERIMETER LATERALS 2" [50mm] TO 4" [100mm] FROM EDGE.
⑨ AREA PERIMETER.
⑩ DRIPLINE OPERATION INDICATOR LOCATED AT THE ENDS OF EACH DRIPLINE ZONE.

NOTE:
1. THE TOTAL LENGTH OF A SINGLE DRIP LINE RUN SHALL NOT EXCEED 200 FT.
2. INSTALL NETAFIM DRIPLINE 2-4" BELOW GRADE AND STAKE DOWN EVERY 4' OR AS REQUIRED.

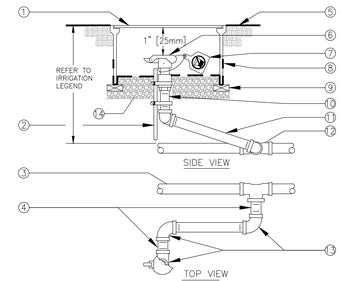
3 TECHLINE CENTER FEED LAYOUT
SCALE: NONE



① PVC LATERAL LINE FROM DRIP ZONE KIT.
② PVC SUPPLY MANIFOLD.
③ MANIFOLD-TO-ELBOW CONNECTION (TYP).
④ DRIPLINE LATERAL.
⑤ 1" FLEXIBLE PVC IPS HOSE FLUSH MANIFOLD.
⑥ PERIMETER LATERALS 2" [50mm] TO 4" [100mm] FROM EDGE.
⑦ AREA PERIMETER.
⑧ DRIP OPERATION INDICATOR LOCATED AT THE ENDS OF EACH DRIPLINE ZONES.
⑨ FLUSH VALVE PLUMBED TO FLUSH MANIFOLD AT LOW POINT.

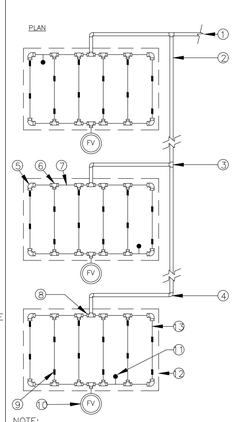
NOTE:
1. THE TOTAL LENGTH OF A SINGLE DRIP LINE RUN SHALL NOT EXCEED 200 FT.
2. INSTALL NETAFIM DRIPLINE 2-4" BELOW GRADE AND STAKE DOWN EVERY 4' OR AS REQUIRED.

4 TECHLINE END FEED LAYOUT
SCALE: NONE



①10" ROUND PURPLE PLASTIC VALVE BOX WITH BOLT DOWN LID.
②1 1/4" x 1 1/4" x 3/16" [30mm x 30mm x 5mm] ANGLE IRON 30" [760mm] LONG W/2 STAINLESS STEEL STRAPS (ONE AROUND QCV).
③PVC MAIN LINE.
④3" [75mm] LONG SCHEDULE 80 PVC THREADED NIPPLE.
⑤FINISH GRADE.
⑥PURPLE CAP QUICK COUPLING VALVE.
NOTE:
NIPPLES AND FITTINGS TO BE SAME SIZE AS VALVE IPT INLET THREAD SIZE.
⑦ PURPLE RECYCLED WATER WARNING TAG.
⑧ 19 GAUGE 1/2" [13mm] SQUARE WIRE MESH.
⑨ BRICK - 2 TOTAL.
⑩ SCHEDULE 80 PVC THREADED NIPPLE.
⑪ 10" [250mm] LONG SCHEDULE 80 PVC THREADED NIPPLE.
⑫ UPC APPROVED SCHEDULE 40 PVC TEE OR ELBOW.
⑬ SCHEDULE 80 PVC THREADED 90° ELL.
⑭ PEA GRAVEL OR 3/4" DRAIN ROCK- 4" [100mm] DEEP BELOW VALVE (NO SOIL IN VALVE BOX).

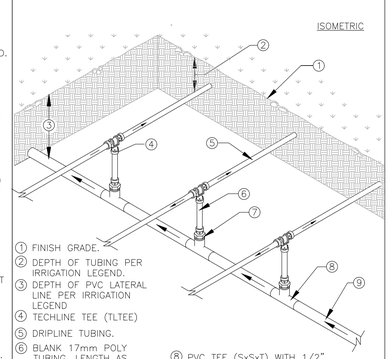
5 QUICK COUPLING VALVE
SCALE: NONE



① PVC LATERAL LINE FROM DRIP ZONE KIT.
② PVC SUPPLY MANIFOLD.
③ PVC TEE (SxSxS).
④ PVC ELL (SxS).
⑤ TECHLINE LINE ELL.
⑥ TECHLINE TEE (TLTEE)
⑦ BLANK 17mm POLY TUBING AT SUPPLY AND FLUSH END OF EACH ISLAND.
⑧ TECHLINE TEE (TLTEE) X 1/2" [13mm] SLIP ADAPTER (FTV16).
⑨ DRIPLINE LATERAL.
⑩ MANUAL FLUSH VALVE PLUMBED TO TUBING AT LOW POINT.
⑪ DRIPLINE OPERATION INDICATOR LOCATED AT THE ENDS OF EACH DRIPLINE ZONE.
⑫ ISLAND PERIMETER.
⑬ PERIMETER LATERALS 2" [50mm] TO 4" [100mm] FROM EDGE.

NOTE:
1. THE TOTAL LENGTH OF A SINGLE DRIP LINE RUN SHALL NOT EXCEED 200 FT.
2. INSTALL NETAFIM DRIPLINE 2-4" BELOW GRADE AND STAKE DOWN EVERY 4' OR AS REQUIRED.

6 TECHLINE ISLAND LAYOUT
SCALE: NONE



① FINISH GRADE.
② DEPTH OF TUBING PER IRRIGATION LEGEND.
③ DEPTH OF PVC LATERAL LINE PER IRRIGATION LEGEND
④ TECHLINE TEE (TLTEE)
⑤ DRIPLINE TUBING.
⑥ BLANK 17mm POLY TUBING, LENGTH AS NECESSARY.
⑦ TECHLINE X 1/2" MTP ADAPTER (TLO75MA).
⑧ PVC TEE (SxSxT) WITH 1/2" [13mm] FPT OUTLET.
⑨ PVC LATERAL LINE FROM REMOTE CONTROL VALVE.

NOTE:
1. THE TOTAL LENGTH OF A SINGLE DRIP LINE RUN SHALL NOT EXCEED 200 FT.
2. INSTALL NETAFIM DRIPLINE 2-4" BELOW GRADE AND STAKE DOWN EVERY 4' OR AS REQUIRED.

7 TECHLINE CENTER FEED MANIFOLD
SCALE: NONE



SAMPLE WARNING TAG. BACKGROUND PURPLE (PANTONE 512) WITH BLACK LETTERING.

8 IDENTIFICATION OF RECYCLED WATER WARNING TAG
SCALE: NONE

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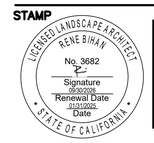
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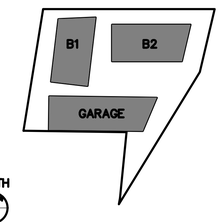
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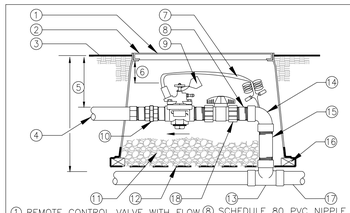
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IRRIGATION DETAILS

L403

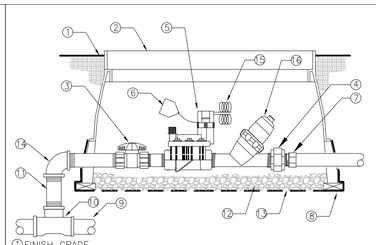
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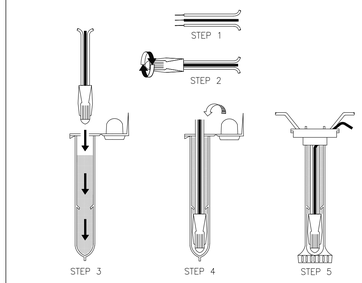
① REMOTE CONTROL VALVE WITH FLOW CONTROL AND MANUAL BLEED (PRESSURE REGULATOR WHERE SHOWN ON PLANS).
② USE A 14" X 19" RECTANGULAR PURPLE PLASTIC VALVE BOX WITH BOLT DOWN LID FOR 1" VALVES. FOR 1.5" AND LARGER VALVES INSTALL BALL VALVE WITHIN A SEPARATE 10" ROUND BOX OR ONE BALL VALVE PER MANIFOLD OF VALVES. GATE VALVE SIZE SHALL BE SAME AS LARGEST VALVE WITHIN MANIFOLD. ONE VALVE PER BOX– NO EXCEPTIONS. INSTALL BOX AS SHOWN IN BOX INSTALLATION DETAIL.
③ FINISH GRADE.
④ PURPLE PVC LATERAL LINE.
⑤ REFER TO IRRIGATION SPECS.
⑥ 3" [75mm] MIN, 6" [150mm] MAX.
⑦ VALVE CONTROL WIRE– PROVIDE SEAL PACKS AT ALL SPLICES AND 3' [1m] OF EXCESS UF WIRE IN A 1" [25mm] DIAMETER COIL.
⑧ SCHEDULE 80 PVC NIPPLE (4 TOTAL).
⑨ VALVE I.D. TAG (CONTROLLER AND STATION NUMBER) AND PURPLE RECYCLED WATER WARNING TAG (2 TAGS TOTAL)
⑩ SCHEDULE 80 PVC THREADED UNION.
⑪ PEA GRAVEL OR 3/4" DRAIN ROCK– 4" [100mm] DEEP BELOW VALVE (NO SOIL IN VALVE BOX).
⑫ 19 GAUGE 1/2" [12mm] SQUARE WIRE MESH.
⑬ UPC APPROVED SCHEDULE 40 PVC TEE.
⑭ SCHEDULE 80 PVC 90° ELBOW (TxT).
⑮ SCHEDULE 80 PVC NIPPLE– LENGTH AS REQUIRED.
⑯ BRICK–1 EACH CORNER.
⑰ PURPLE PVC MAIN LINE.
⑱ SCHEDULE 80 PVC UNION BALL VALVE (ONE PER VALVE).

1 REMOTE CONTROL VALVE
SCALE: NONE
DET: RCV–UN–BV



①FINISH GRADE
② RECTANGULAR JUMBO PURPLE PLASTIC VALVE BOX WITH BOLT DOWN LID. ONE VALVE PER BOX– NO EXCEPTIONS. INSTALL BOX AS SHOWN IN BOX INSTALLATION DETAIL.
③SCHEDULE 80 PVC UNION BALL VALVE (ONE PER VALVE)
④ SCHEDULE 80 PVC THREADED UNION
⑤REMOTE CONTROL VALVE WITH PRESSURE REGULATOR (SET TO 45 PSI)
⑥VALVE I.D. TAG (CONTROLLER AND STATION NUMBER) AND PURPLE RECYCLED WATER WARNING TAG (2 TAGS TOTAL)
⑦SCHEDULE 40 MALE ADAPTER
⑧BRICK–1 EACH CORNER.
⑨PURPLE PVC MAIN LINE.
⑩ UPC APPROVED SCHEDULE 40 PVC TEE.
⑪ SCHEDULE 80 PVC NIPPLE–(4–TOTAL) LENGTH AS REQUIRED.
⑫ PEA GRAVEL OR 3/4" [20mm] DRAIN ROCK – 4" [102mm] DEEP BELOW VALVE (NO SOIL IN VALVE BOX).
⑬ 19 GAUGE 1/2" [13mm] SQUARE WIRE MESH.
⑭ SCHEDULE 80 PVC 90° ELBOW (TxT).
⑮ VALVE CONTROL WIRE– PROVIDE 3M–DBR/Y–6 SEAL PACKS AT ALL SPLICES AND 3' [1m] OF EXCESS UF WIRE IN A 1" [25mm] DIAMETER COIL.
⑯ DISC FILTER

2 REMOTE CONTROL VALVE (DRIPZONE)
SCALE: NONE
DET: RCV–FILTER4

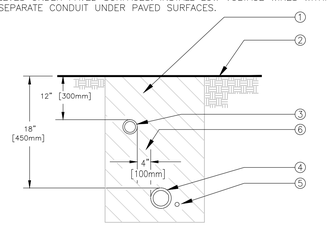


NOTE:
MAXIMUM # OF WIRES PER CONNECTOR:
- 3–#14 GAUGE
- 2–#12 GAUGE

INSTRUCTIONS:
1. STRIP WIRES APPROXIMATELY 1/2" FROM ENDS TO EXPOSE WIRE.
2. TWIST CONNECTOR AROUND WIRES CLOCKWISE UNTIL HAND TIGHT, DO NOT OVERTIGHTEN.
3. INSERT WIRE ASSEMBLY TO BOTTOM OF GEL–FILLED TUBE. CHECK TO MAKE SURE CONNECTOR HAS BEEN PUSHED PAST LOCKING FINGERS AND IS SEATED AT THE BOTTOM OF THE TUBE.
4. PLACE WIRES WHICH EXIT TUBE IN WIRE EXIT HOLES AND CLOSE CAP UNTIL IT SNAPS.
5. INSPECT FINAL SPLICE ASSEMBLY THAT IT IS SECURED.

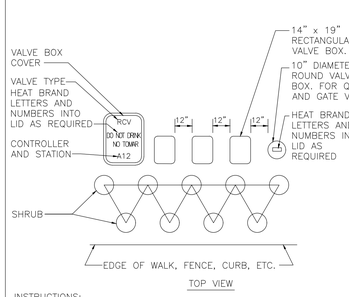
3 WEATHERPROOF WIRE SPLICE ASSEMBLY
SCALE: NONE

NOTES:
1. ALL MAIN SUPPLY LINES AND LATERAL LINES SHALL BE PLACED IN SLEEVES UNDER PAVED SURFACES. INSTALL LOW VOLTAGE WIRES WITHIN A SEPARATE CONDUIT UNDER PAVED SURFACES.



① CLEAN BACKFILL MATERIAL.
② FINISH GRADE.
③ RECYCLED LATERAL LINE.
④ RECYCLED MAIN LINE.
⑤ 2–WIRE CABLE
⑥ TYPICAL DISTANCE BETWEEN PIPES.

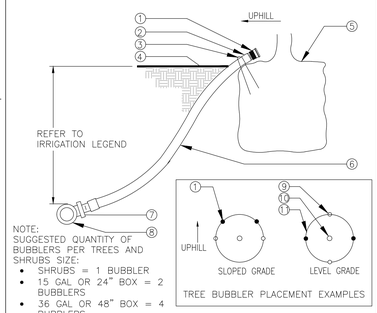
4 TRENCHING
SCALE: NONE



TOP VIEW

INSTRUCTIONS:
1. CENTER VALVE BOX OVER REMOTE CONTROL VALVE TO FACILITATE SERVICING VALVE.
2. SET BOXES 1" ABOVE FINISH GRADE OR MULCH COVER IN GROUND COVER/SHRUB AREA AND FLUSH WITH FINISH GRADE IN TURF AREA.
3. SET RCV AND VALVE BOX ASSEMBLY IN GROUND COVER/SHRUB AREA. PLACE BEHIND SECOND ROW OF SHRUBS (TYPICAL).
4. SET BOXES PARALLEL TO EACH OTHER AND PERPENDICULAR TO EDGE OF LAWN, WALK, FENCE, CURB, ETC.
5. AVOID HEAVILY COMPACTING SOIL AROUND VALVE BOXES TO PREVENT COLLAPSE AND DEFORMATION OF VALVE BOX SIDES.
6. INSTALL EXTENSION BY VALVE BOX MANUFACTURER AS REQUIRED TO COMPLETELY ENCLOSE ASSEMBLY FOR EASY ACCESS.

5 VALVE BOX INSTALLATION
SCALE: NONE

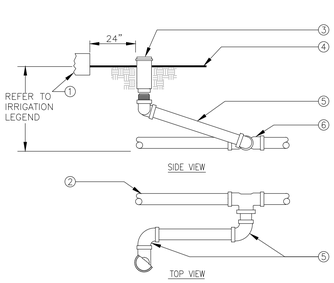


TREE BUBBLER PLACEMENT EXAMPLES

NOTE:
SUGGESTED QUANTITY OF BUBBLERS PER TREES AND SHRUBS SIZE:
- SHRUBS = 1 BUBBLER
- 15 GAL OR 24" BOX = 2 BUBBLERS
- 36 GAL OR 48" BOX = 4 BUBBLERS
- 60 GAL OR 72" BOX = 6 BUBBLERS

① BUBBLER (TO BE INSTALLED ON TOP OF ROOTBALL).
② 1/2" [13mm] SCH. 40 MALE ADAPTER.
③ 6" [150mm] STEEL STAPLE.
④ FINISH GRADE.
⑤ TREE OR SHRUB ROOTBALL.
⑥ 1/2" [13mm] IPS FLEXIBLE PVC.
⑦ PVC TEE (SST), ELBOW (ST) OR FEMALE ADAPTER.
⑧ PURPLE PVC LATERAL LINE.
⑨ TREE STAKES.
⑩ TREE OR SHRUB.
⑪ EDGE OF ROOTBALL (TYPICAL).

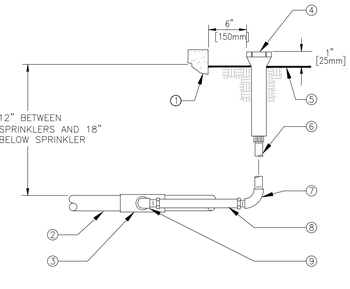
6 TREE AND SHRUB BUBBLER
SCALE: NONE
DET: TREE–SBUB



NOTES:
1. SET SPRINKLER 2" ABOVE FINISH GRADE.

①WALL, WALK, CURB OR HEADER.
②PURPLE PVC LATERAL LINE.
③POP–UP ROTARY SPRINKLER.
④FINISH GRADE.
⑤ UNITIZED SWING JOINT: 3/4"–LASCO MODEL T732–212 1"–LASCO MODEL T932–212.
⑥ SCHEDULE 40 PVC TEE OR ELBOW WITH THREADED OUTLET.

7 POP–UP ROTARY SPRINKLER – SHRUB
SCALE: NONE



① WALL, WALK, CURB OR BUILDING.
② PURPLE PVC LATERAL LINE.
③ UPC APPROVED SCHEDULE 40 PVC TEE OR ELBOW.
④ POP–UP SHRUB SPRAY SPRINKLER OR BUBBLER.
⑤ FINISH GRADE.
⑥ 1/2" [13mm] SCHEDULE 80 PVC THREADED NIPPLE (LENGTH AS REQUIRED).
⑦ 1/2" [13mm] SCHEDULE 40 PVC THREADED 90° ELL.
⑧ 1/2" [13mm] FLEXIBLE IPS HOSE 6" [150mm] LONG WITH MALE ADAPTERS OR 1/2" [13mm] FLEXIBLE SWING JOINT (1/2" x 6") [13mm x 150mm] WITH A MINIMUM PRESSURE RATING OF 100 PSI [690kPa].
⑨ 1/2" [13mm] SCHEDULE 40 PVC STREET ELL.

8 POP–UP SPRAY SPRINKLER – SHRUB
SCALE: NONE

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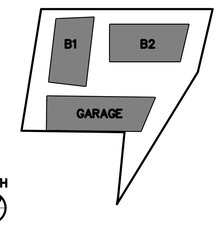
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No. 3682
Signature
05/30/26
Renewal Date
01/31/2025
Date
STATE OF CALIFORNIA

KEY PLAN



NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

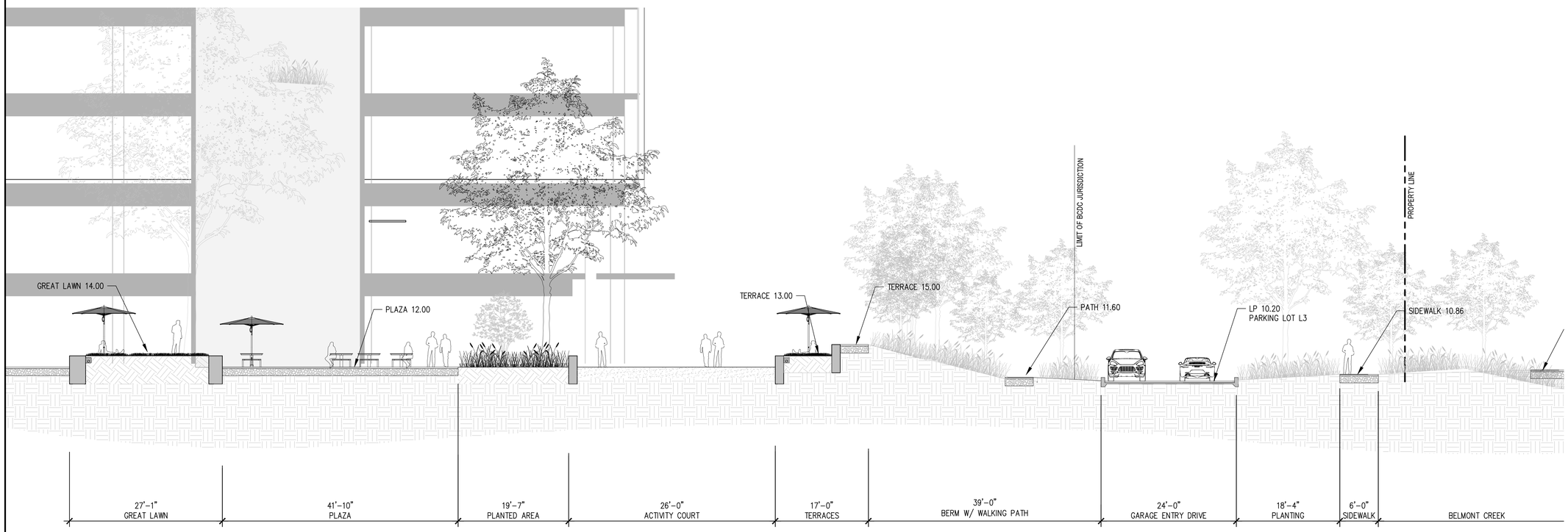
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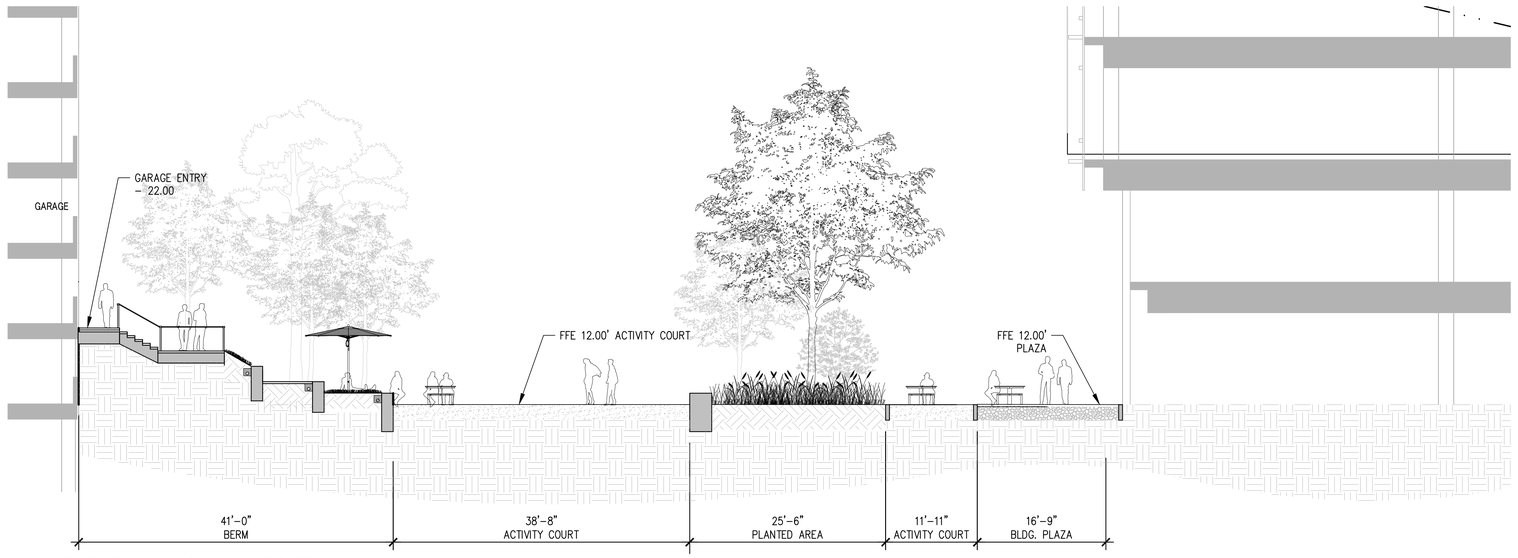
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02 SECTION – PLAZA TO CREEK
1/8" = 1'-0"



01 SECTION – ACTIVITY COURT
1/8" = 1'-0"

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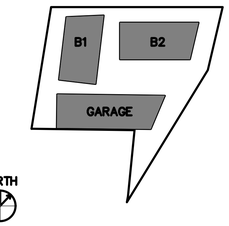
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SECTIONS

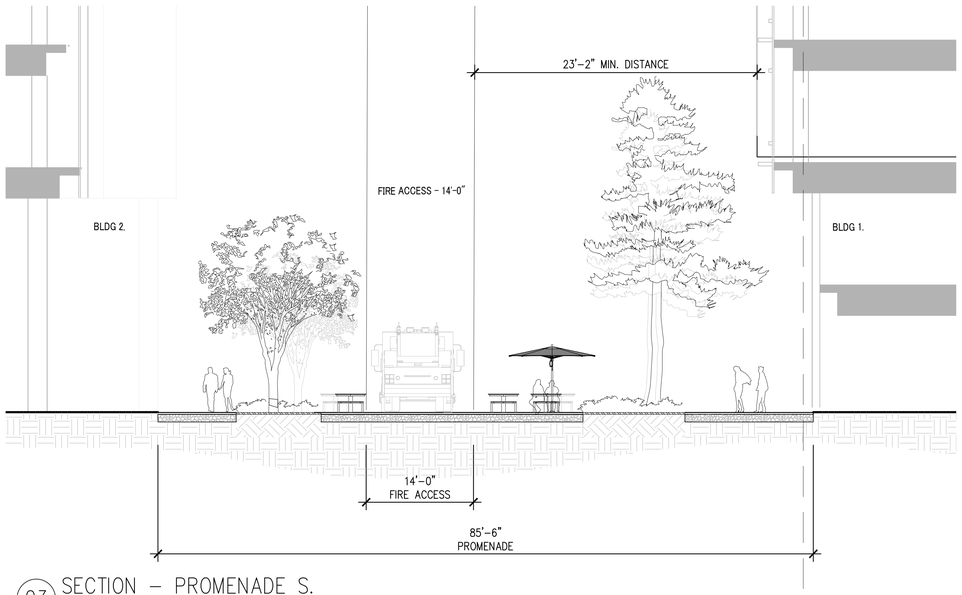
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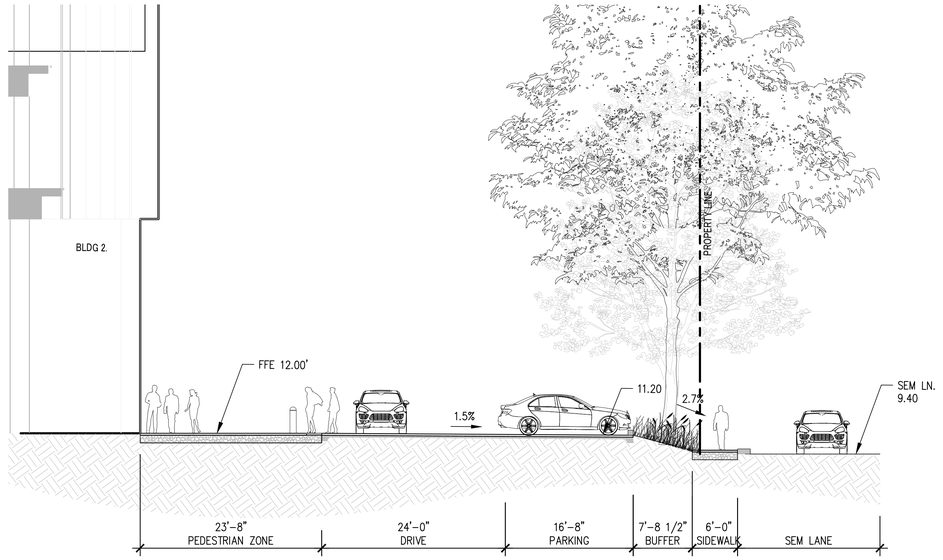
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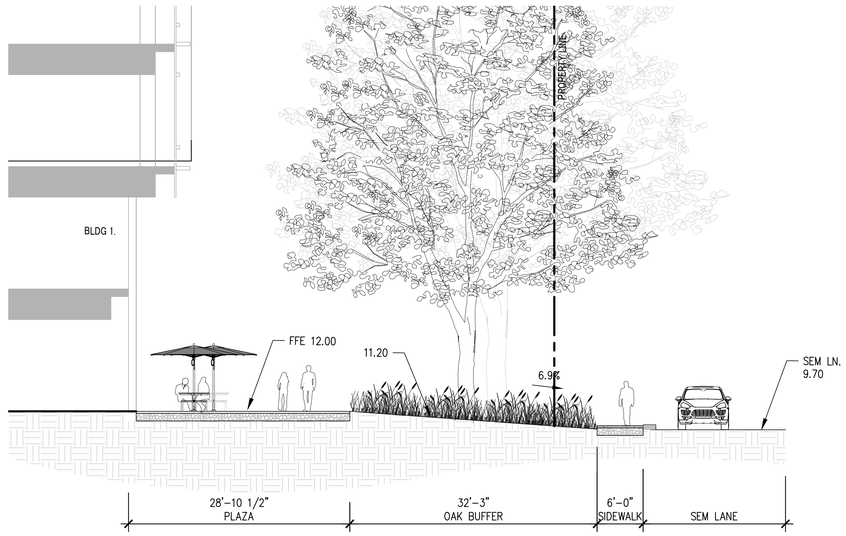
THE PROMENADE - FIRE ACCESS



03 SECTION – PROMENADE S.
1/8" = 1'-0"



02 SECTION – SEM LN. & DRIVE
1/8" = 1'-0"



01 SECTION – SEM LN. & OAKS
1/8" = 1'-0"

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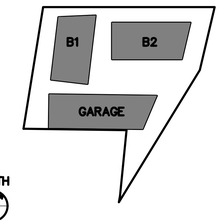
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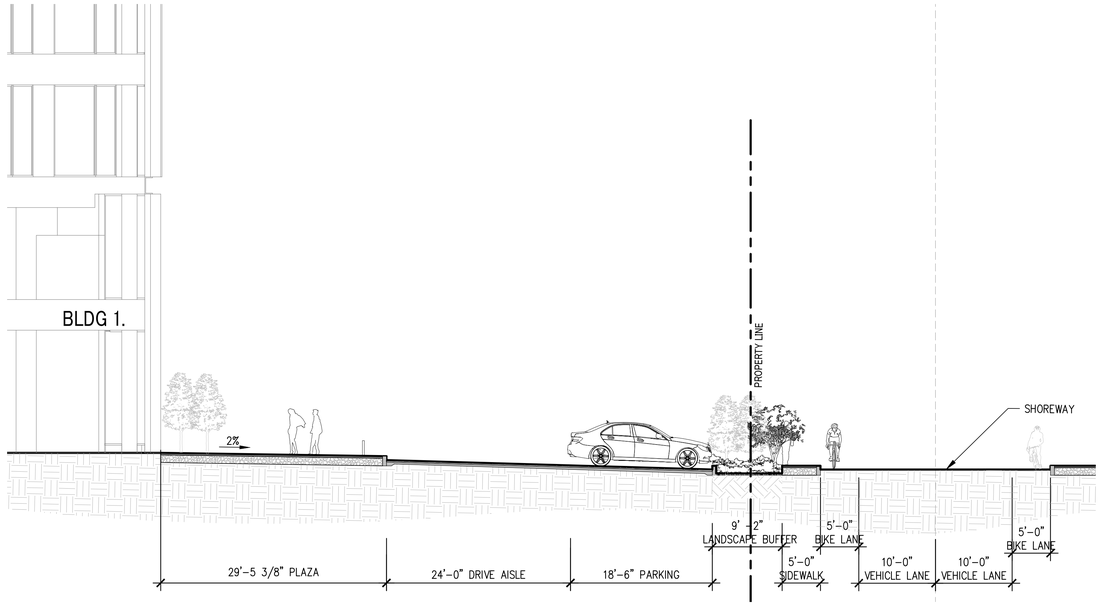
FOUR CORNERS properties

CLIENT	1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES
PROJECT	1301 SHOREWAY, BELMONT
ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	21198
SCALE	
TITLE	SECTIONS

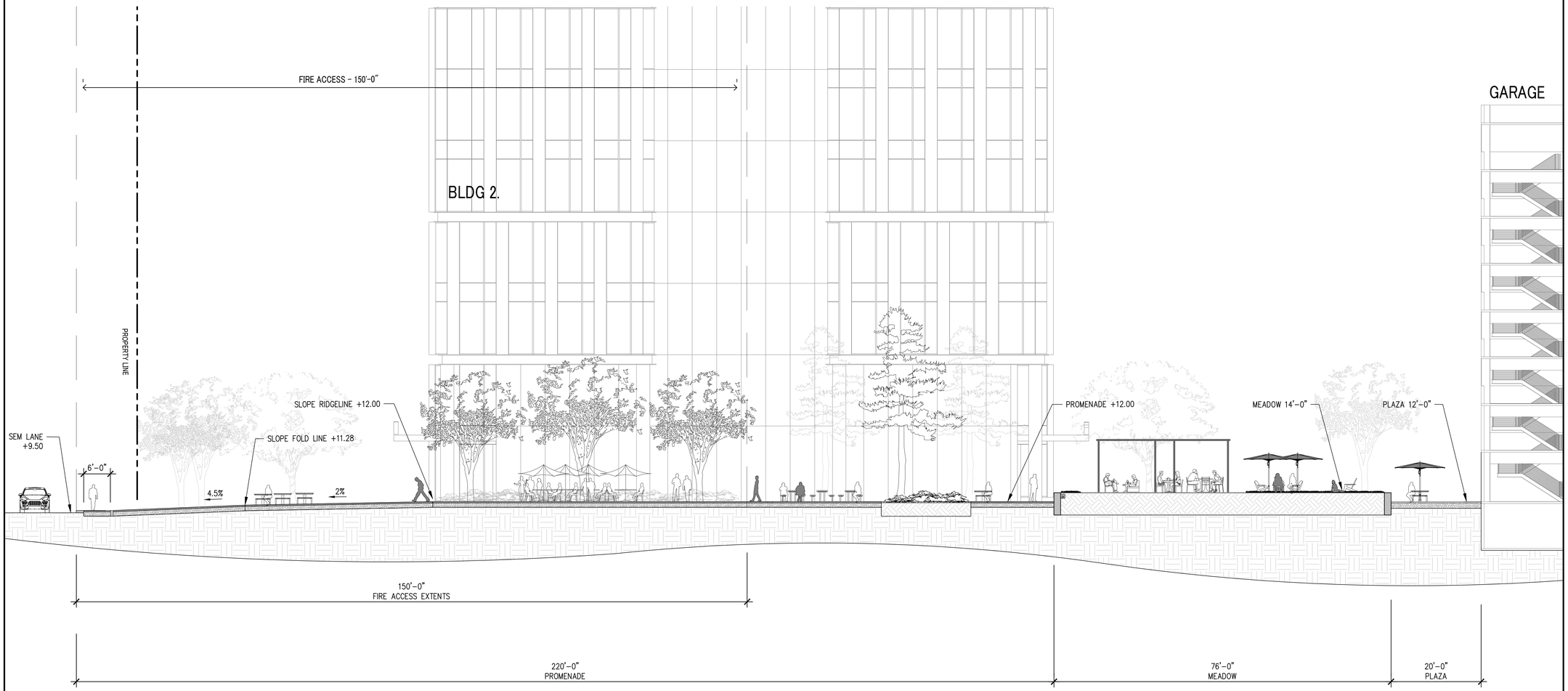
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02 SECTION – SHOREWAY
1/8" = 1'-0"



01 SECTION – PROMENADE TO PLAZA
1" = 10'-0"

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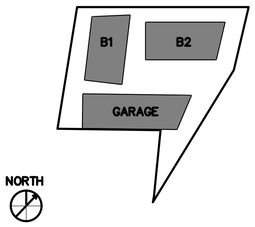
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2	PLAN CHECK RESPONSE 1	01.31.25
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SCALE

TITLE

SECTIONS

L503

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THE PROMENADE



THE PLAZA/MEADOW



THE SPORT COURT



THE SPORT COURT



SITE AERIAL



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ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

TITLE

SITE PERSPECTIVES

L601

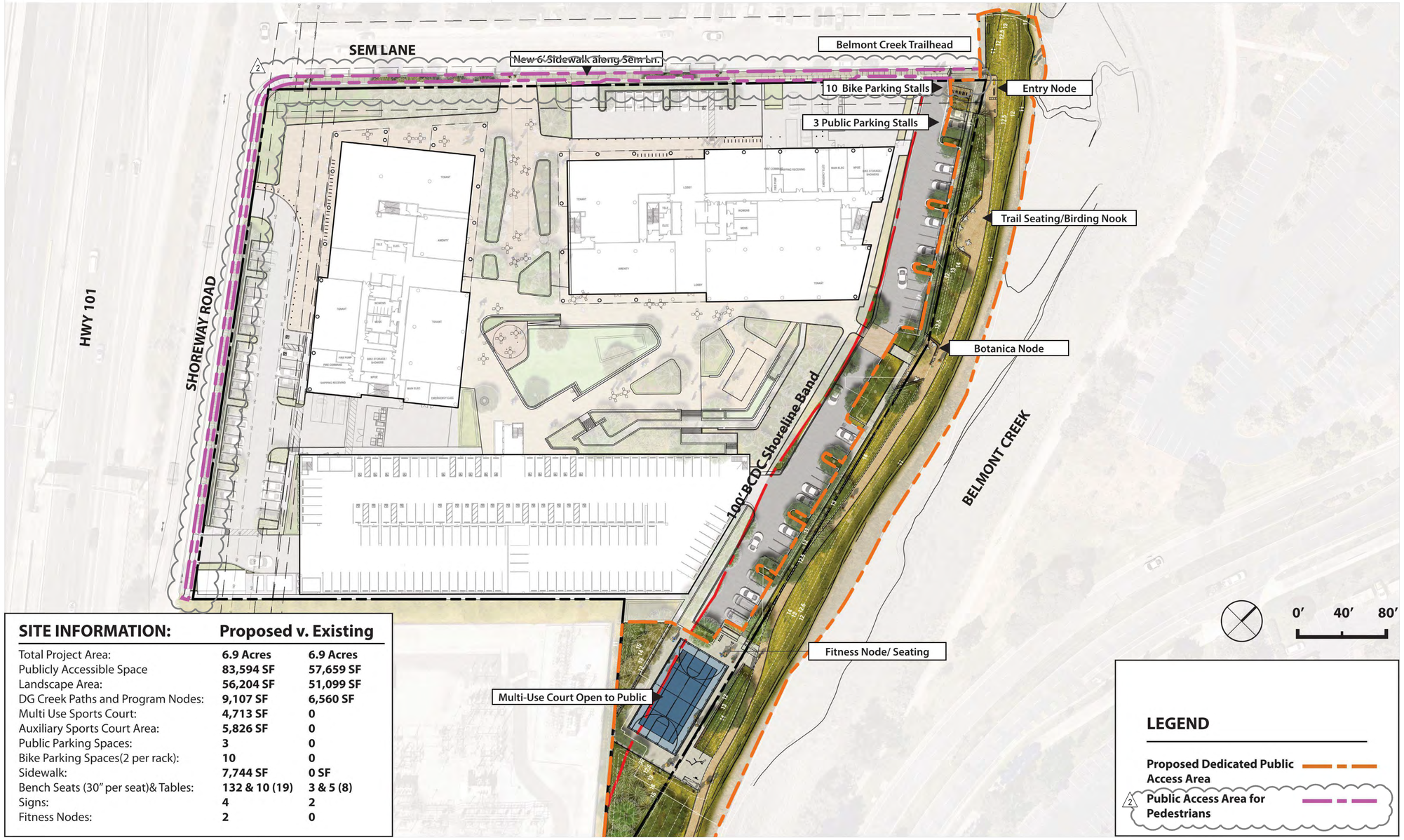
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NOTE:
Work within BCDC jurisdiction pending final review and approval from BCDC

1301 Shoreway Road

Site Plan: Proposed Public Access



SITE INFORMATION:	Proposed	v. Existing
Total Project Area:	6.9 Acres	6.9 Acres
Publicly Accessible Space	83,594 SF	57,659 SF
Landscape Area:	56,204 SF	51,099 SF
DG Creek Paths and Program Nodes:	9,107 SF	6,560 SF
Multi Use Sports Court:	4,713 SF	0
Auxiliary Sports Court Area:	5,826 SF	0
Public Parking Spaces:	3	0
Bike Parking Spaces(2 per rack):	10	0
Sidewalk:	7,744 SF	0 SF
Bench Seats (30" per seat)& Tables:	132 & 10 (19)	3 & 5 (8)
Signs:	4	2
Fitness Nodes:	2	0

LEGEND

- Proposed Dedicated Public Access Area
- 2 Public Access Area for Pedestrians

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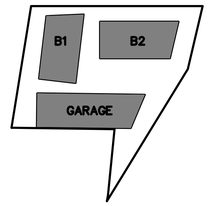
Structural Engineer
KPFF Consulting Engineers
45 FREMONT STREET, 28th FL.
SAN FRANCISCO, CA 94105
415.989.1004

Parking
Watry Design, Inc.
2099 GATEWAY PLACE, SUITE 550
SAN JOSE, CA 95110
833.917.7275

STAMP

LICENSED LANDSCAPE ARCHITECT
RENE BIHAN
No. 3682
Signature
05/30/2025
Renewal Date
03/31/2025
Date
STATE OF CALIFORNIA

KEY PLAN



NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

TITLE

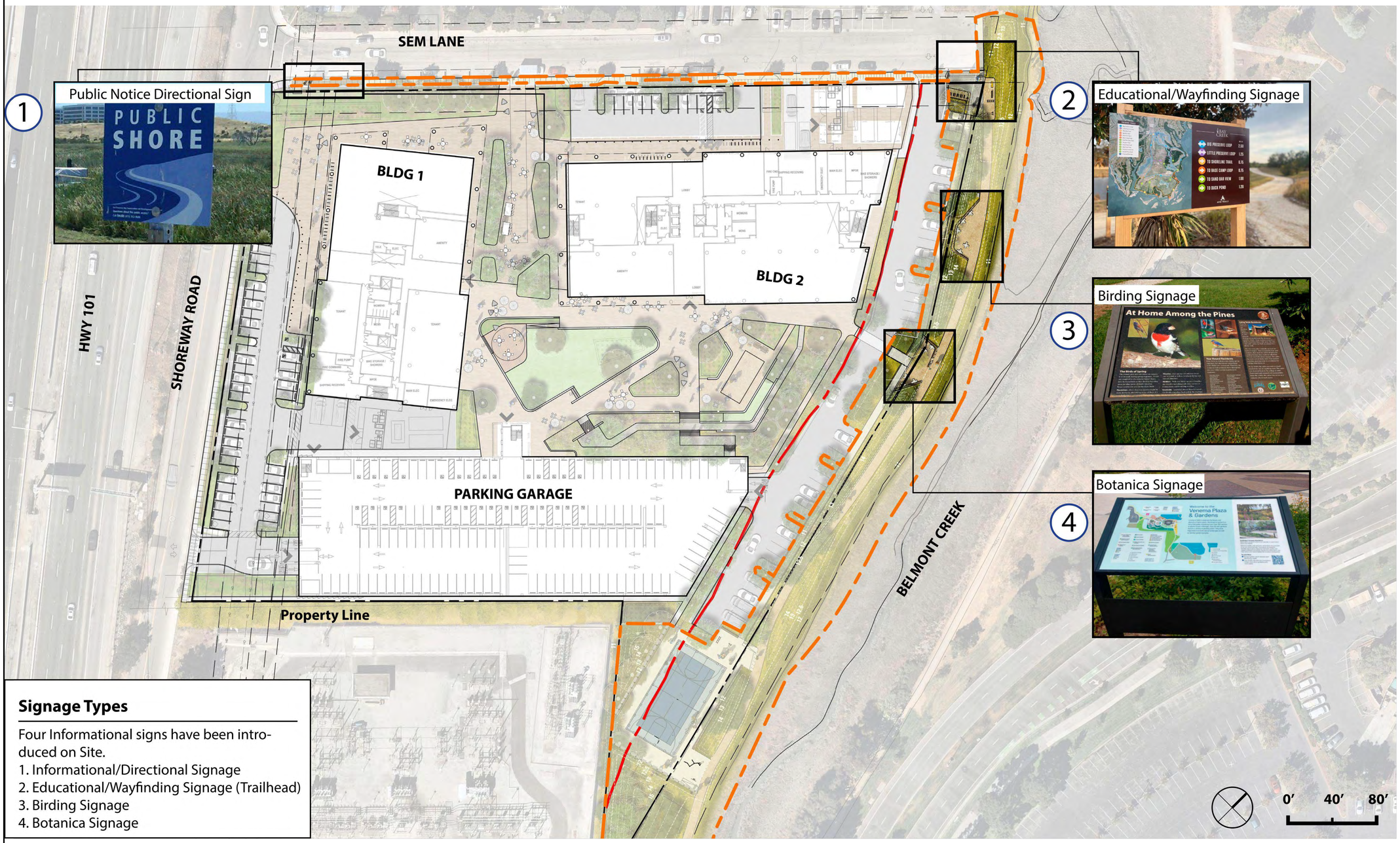
PUBLIC REALM IMPROVEMENTS

L701

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NOTE:
Work within BCDC jurisdiction pending final review and approval from BCDC



Signage Types

Four Informational signs have been introduced on Site.

1. Informational/Directional Signage
2. Educational/Wayfinding Signage (Trailhead)
3. Birding Signage
4. Botanica Signage

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2550 Fifth Avenue, Suite 115, San Diego, CA 92103 619-685-3990
1720 8th Street, Sacramento, CA 95811 916-441-6800

CONSULTANTS

Civil Engineer
BKF ENGINEERS
1730 N. FIRST STREET, SUITE 600
SAN JOSE, CA 95112
408.314.4561

MEP / Lighting / T24
EXP, INC.
415 MONTGOMERY ST, SUITE 300
SAN FRANCISCO, CA 94104
415.362.5025

Landscape Architect
SWA
530 BUSH STREET, 6TH FL.
SAN FRANCISCO, CA 94108
415.254.4652

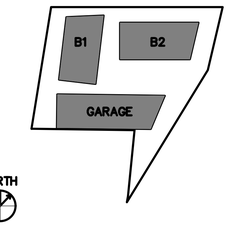
Structural Engineer
KPFF Consulting Engineers
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SAN FRANCISCO, CA 94105
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Parking
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2099 GATEWAY PLACE, SUITE 550
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833.917.7275

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FOUR CORNERS properties

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ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

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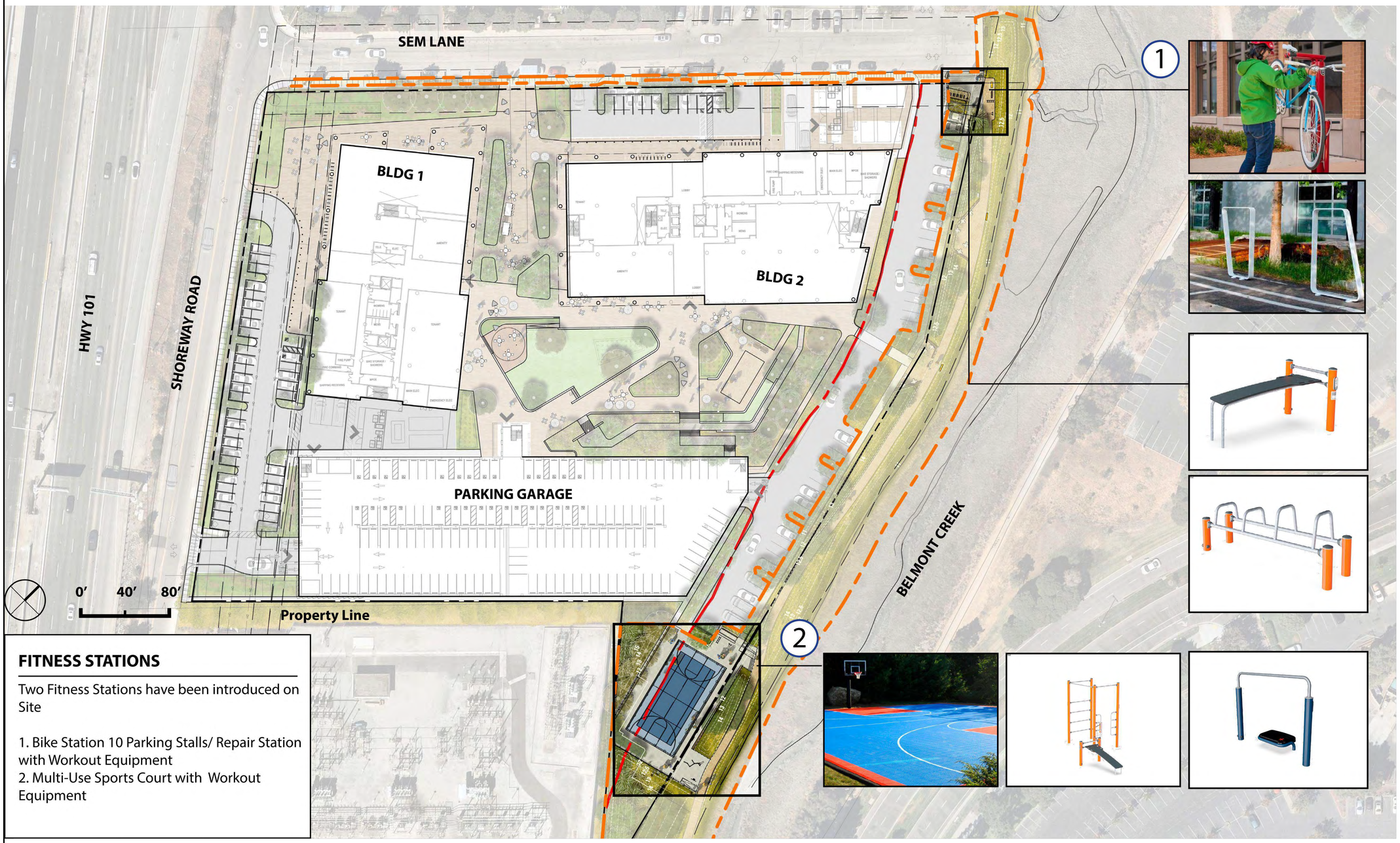
PUBLIC REALM SIGNAGE

L702

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NOTE:
Work within BCDC jurisdiction pending final review and approval from BCDC



FITNESS STATIONS

Two Fitness Stations have been introduced on Site

1. Bike Station 10 Parking Stalls/ Repair Station with Workout Equipment
2. Multi-Use Sports Court with Workout Equipment

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CONSULTANTS

Civil Engineer
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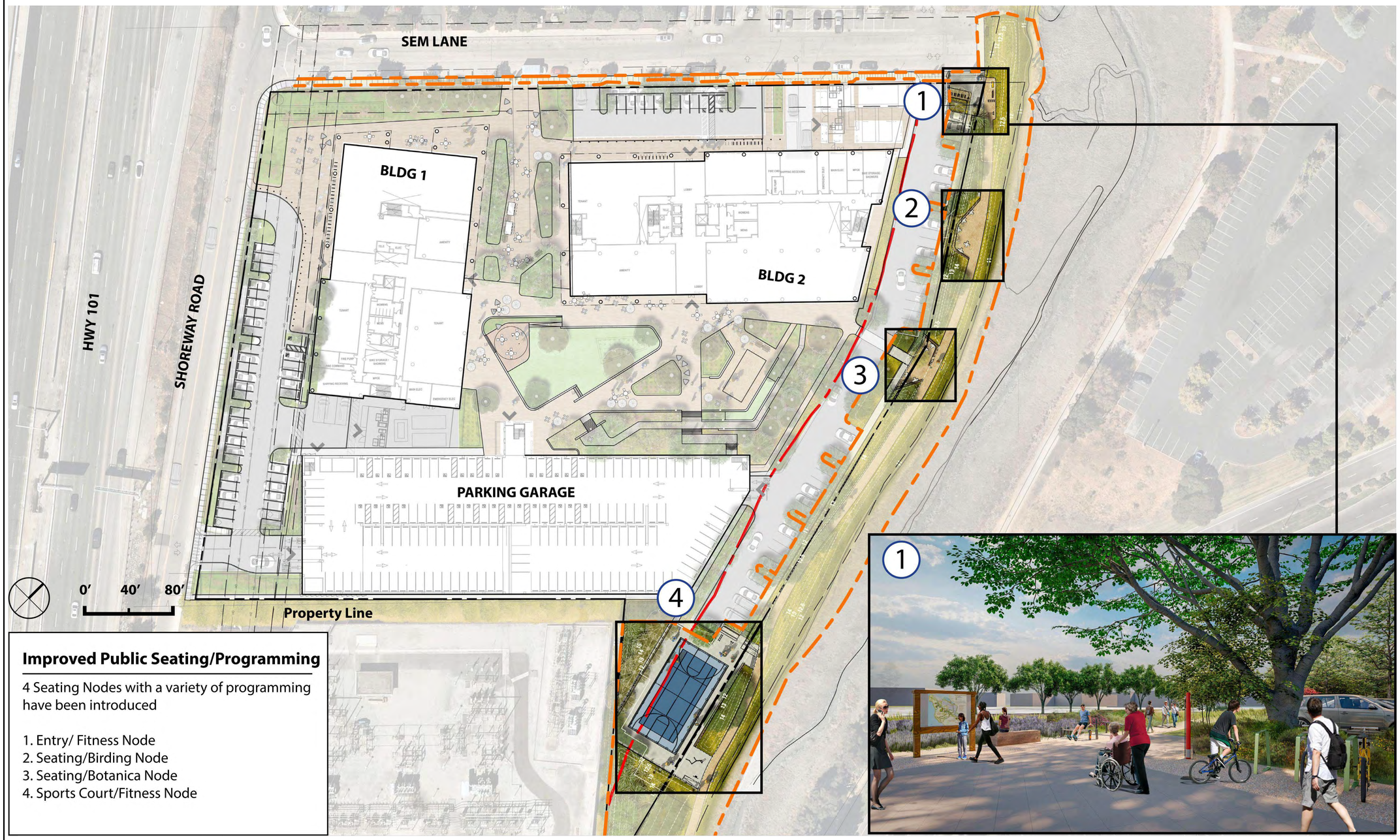
BELMONT TRAIL AMENITIES

L703

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NOTE:
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Improved Public Seating/Programming

4 Seating Nodes with a variety of programming have been introduced

1. Entry/ Fitness Node
2. Seating/Birding Node
3. Seating/Botanica Node
4. Sports Court/Fitness Node

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FOUR CORNERS properties

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PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

TITLE

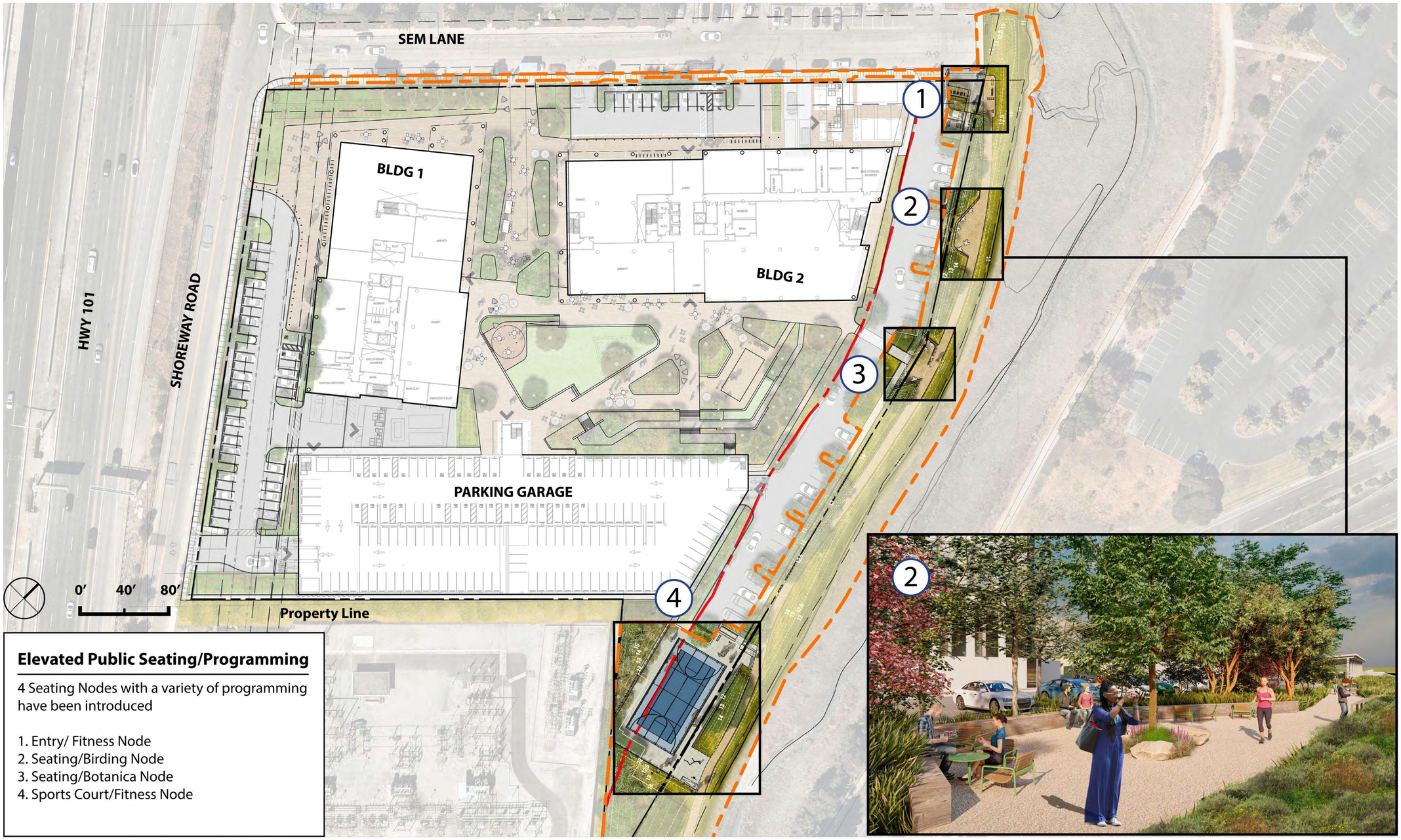
BELMONT TRAIL AMENITIES

L704

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NOTE:
Work within BCDC jurisdiction pending final review and approval from BCDC



Elevated Public Seating/Programming

4 Seating Nodes with a variety of programming have been introduced

1. Entry/ Fitness Node
2. Seating/Birding Node
3. Seating/Botanica Node
4. Sports Court/Fitness Node

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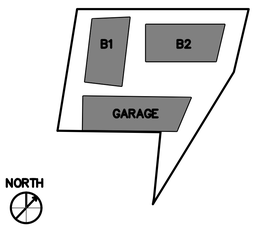
Structural Engineer
KPFF Consulting Engineers
45 FREMONT STREET, 28th FL.
SAN FRANCISCO, CA 94105
415.989.1004

Parking
Watry Design, Inc.
2099 GATEWAY PLACE, SUITE 550
SAN JOSE, CA 95110
833.917.7275

STAMP

LICENSED LANDSCAPE ARCHITECT
RENE BIHAN
No. 3682
Signature
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KEY PLAN



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FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

TITLE

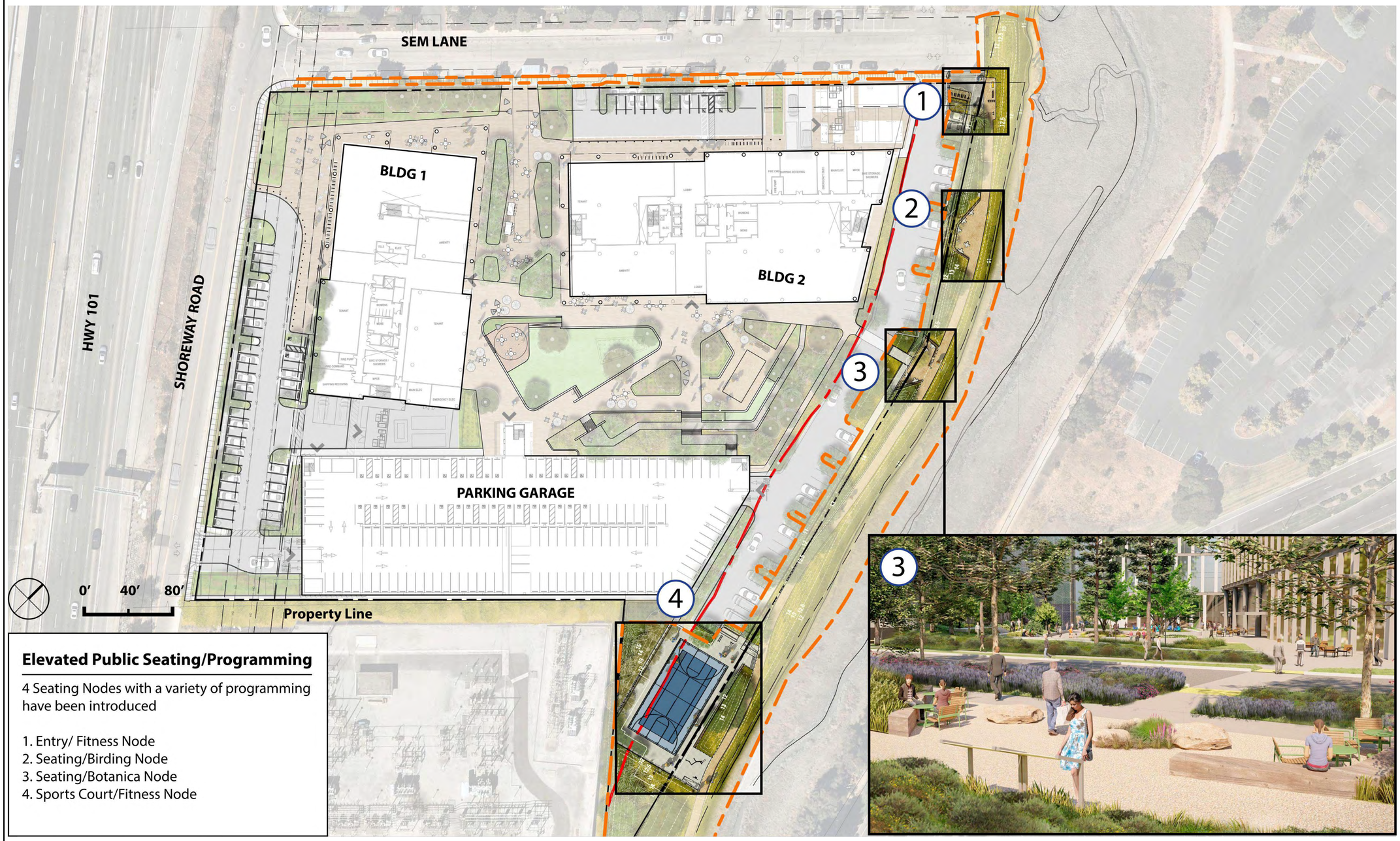
BELMONT TRAIL AMENITIES

L705

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NOTE:
Work within BCDC jurisdiction pending final review and approval from BCDC



Elevated Public Seating/Programming

4 Seating Nodes with a variety of programming have been introduced

1. Entry/ Fitness Node
2. Seating/Birding Node
3. Seating/Botanica Node
4. Sports Court/Fitness Node

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CONSULTANTS

Civil Engineer
BKF ENGINEERS
1730 N. FIRST STREET, SUITE 600
SAN JOSE, CA 95112
408.314.4561

MEP / Lighting / T24
EXP, INC.
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415.362.5025

Landscape Architect
SWA
530 BUSH STREET, 6TH FL.
SAN FRANCISCO, CA 94108
415.254.4652

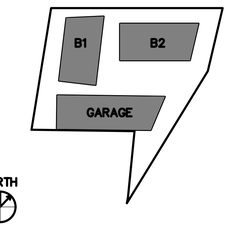
Structural Engineer
KPFF Consulting Engineers
45 FREMONT STREET, 28th FL.
SAN FRANCISCO, CA 94105
415.989.1004

Parking
Watry Design, Inc.
2099 GATEWAY PLACE, SUITE 550
SAN JOSE, CA 95110
833.917.7275

STAMP

LICENSED LANDSCAPE ARCHITECT
RENE BIHAN
No. 3682
Signature
05/30/2025
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Date
STATE OF CALIFORNIA

KEY PLAN



NORTH

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

TITLE

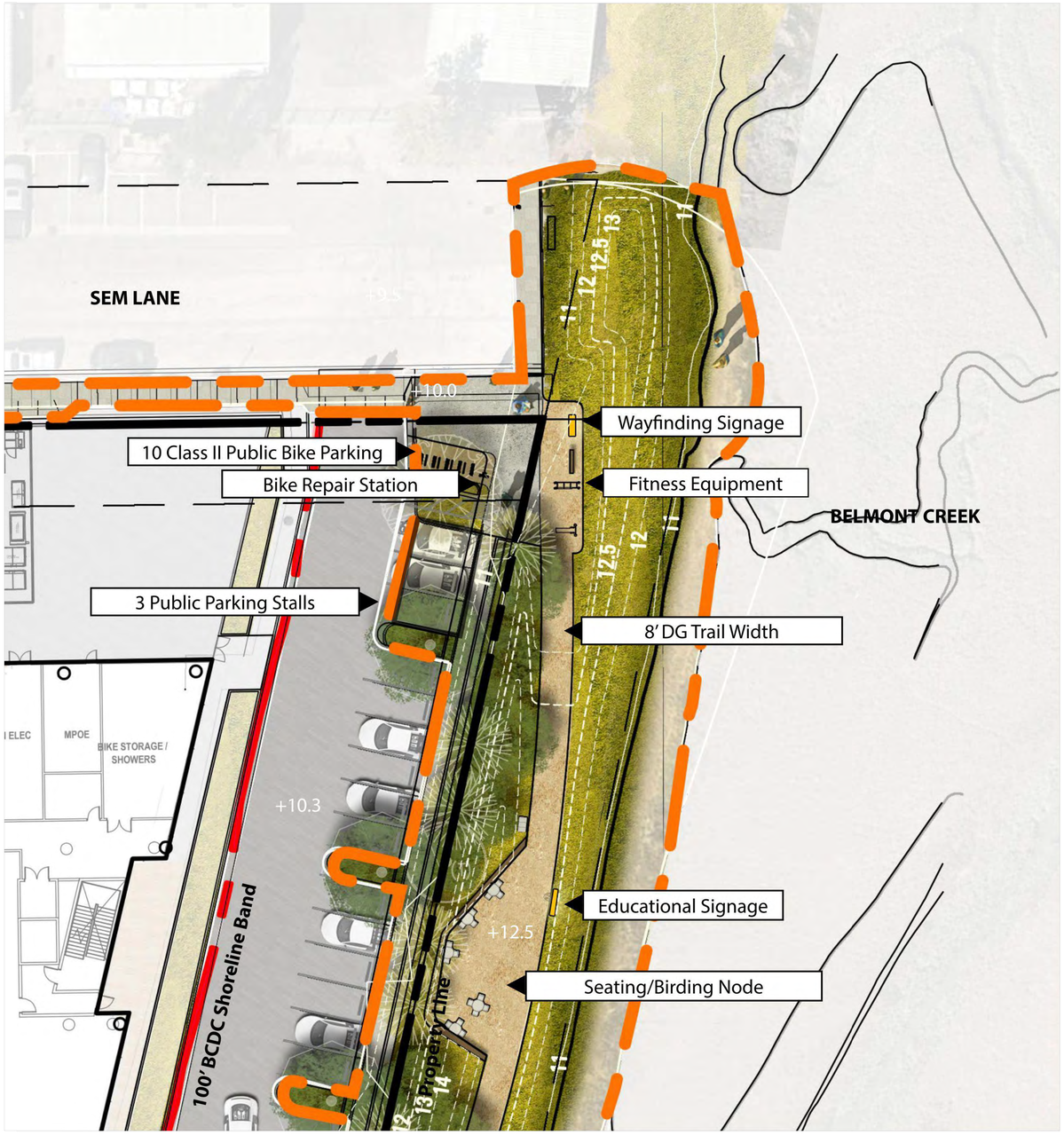
BELMONT TRAIL AMENITIES

L706

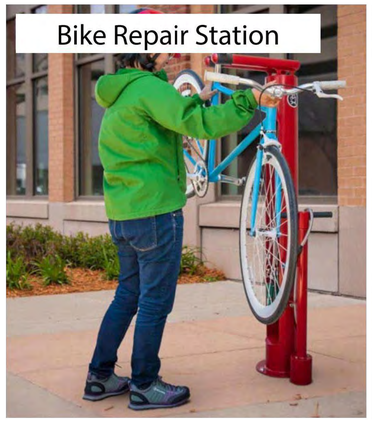
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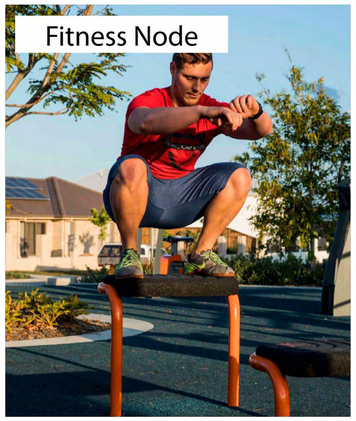
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0' 15' 30'









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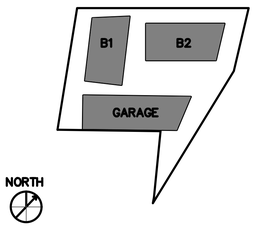
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PROJECT NO. 21198

SCALE

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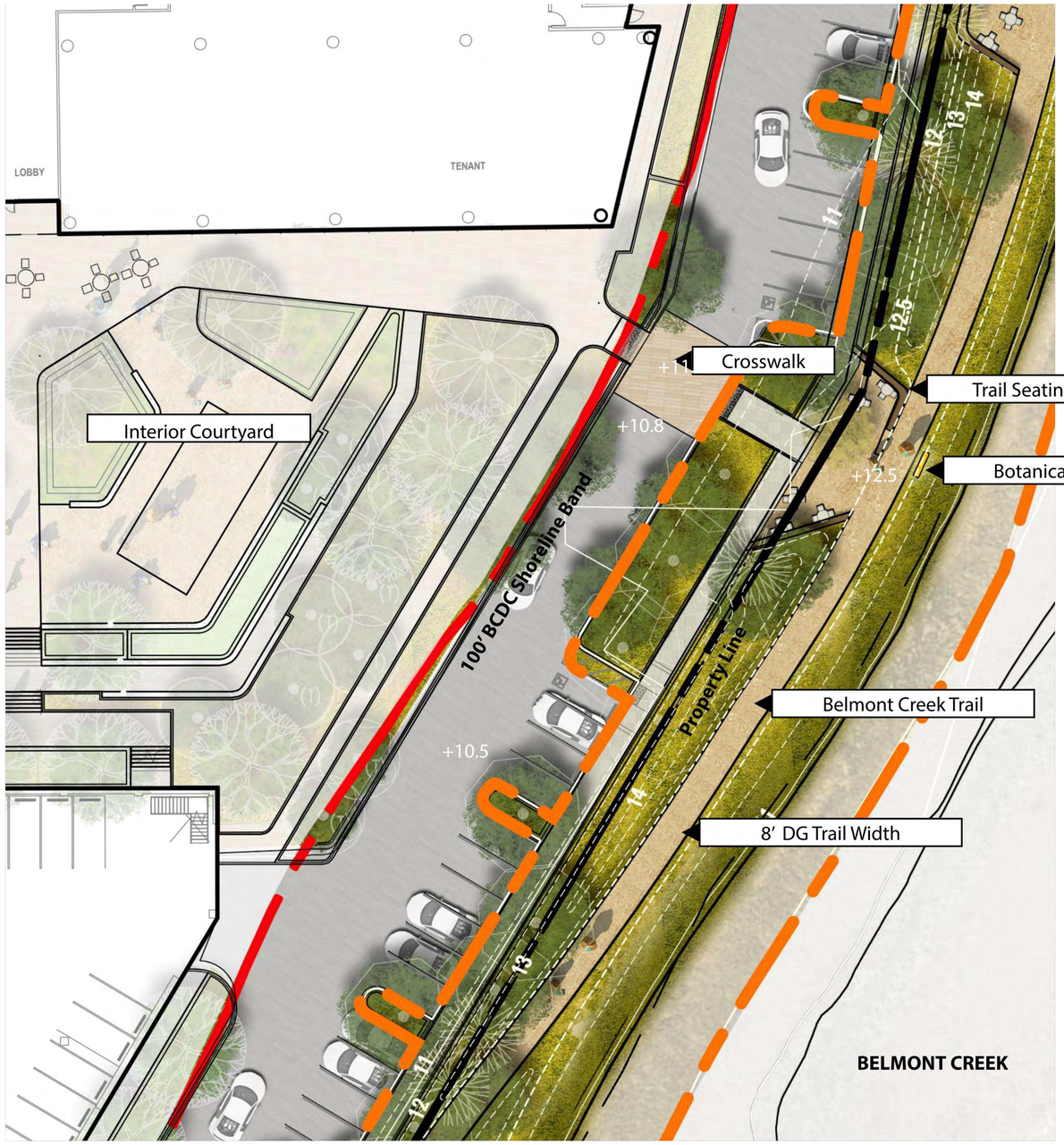
BELMONT TRAIL AMENITIES

L707

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NOTE:
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0' 15' 30'

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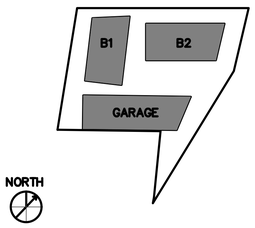
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PROJECT NO. 21198

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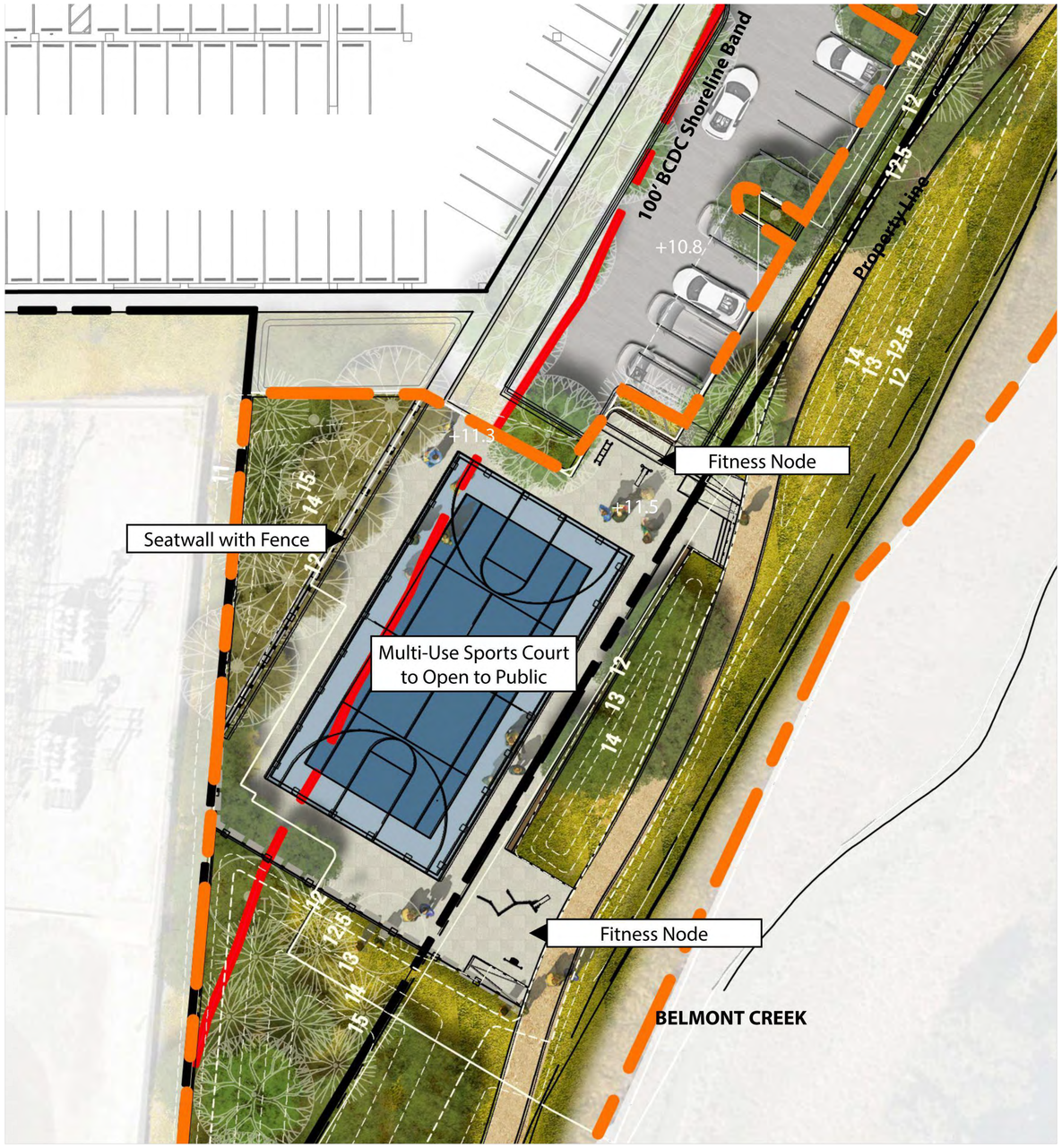
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BELMONT TRAIL AMENITIES

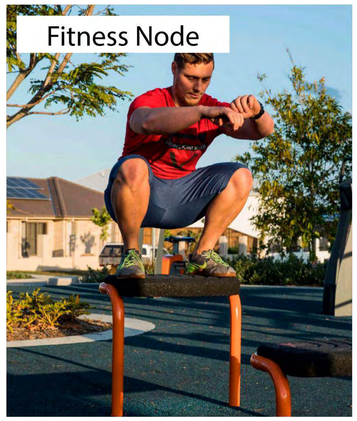
L708

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0′ 15′ 30′

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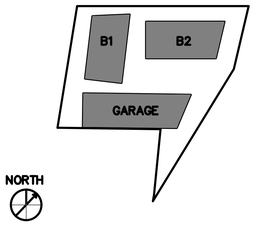
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RENE BIHAN
No. 3682
Signature
05/30/2025
Renewal Date
01/31/2025
Date
STATE OF CALIFORNIA

KEY PLAN



NORTH

NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

TITLE

BELMONT TRAIL AMENITIES

L709

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NOTE:
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CLIENT	1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES
PROJECT	1301 SHOREWAY, BELMONT
ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	21198
SCALE	
TITLE	

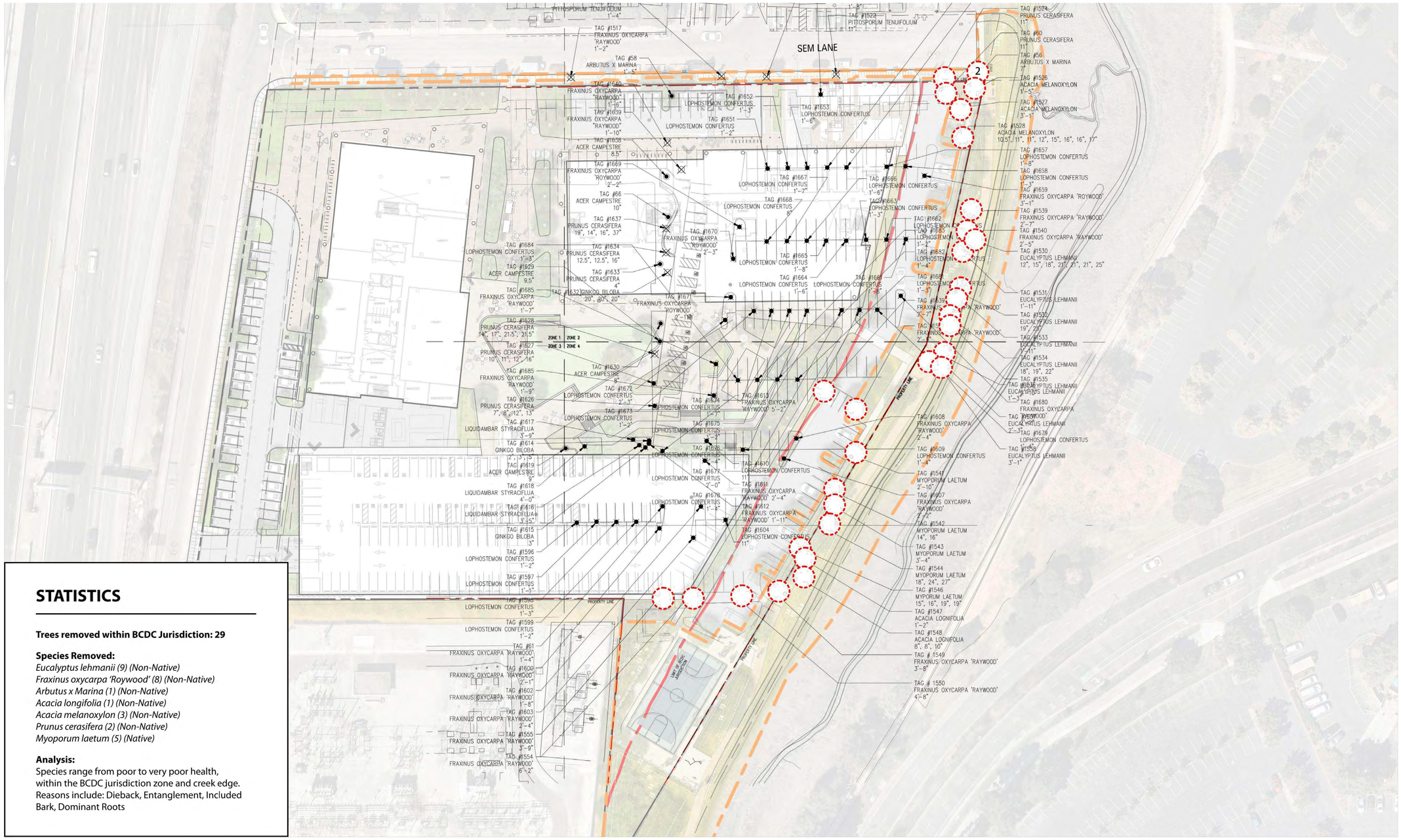
BELMONT TRAIL AMENITIES

L710

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NOTE:
Work within BCDC jurisdiction pending final review and approval from BCDC



STATISTICS

Trees removed within BCDC Jurisdiction: 29

Species Removed:
Eucalyptus lehmanii (9) (Non-Native)
Fraxinus oxycarpa 'Roywood' (8) (Non-Native)
Arbutus x Marina (1) (Non-Native)
Acacia longifolia (1) (Non-Native)
Acacia melanoxylon (3) (Non-Native)
Prunus cerasifera (2) (Non-Native)
Myoporum laetum (5) (Native)

Analysis:
Species range from poor to very poor health, within the BCDC jurisdiction zone and creek edge. Reasons include: Dieback, Entanglement, Included Bark, Dominant Roots

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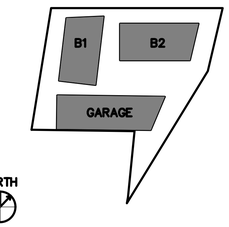
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BELMONT TRAIL AMENITIES

L711

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NOTE:
Work within BCDC jurisdiction pending final review and approval from BCDC



STATISTICS

Trees Planted within BCDC Jurisdiction: 60

Species Planted:

See Page 34 for details.
Minimum 36" box

Analysis:
A series of all native trees are planted along the edge of Belmont creek, in-line with palettes seen at 200 twin-dolphin project, establishing cohesion, and strong wildlife diversity. 8 different trees were selected.

BELMONT CREEK EDGE/TRAIL CANOPY

BELMONT CREEK EDGE/TRAIL UNDERSTORY

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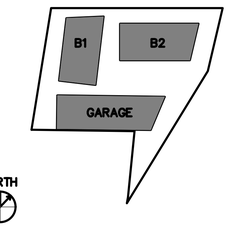
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SCALE

TITLE

BELMONT TRAIL AMENITIES

L712

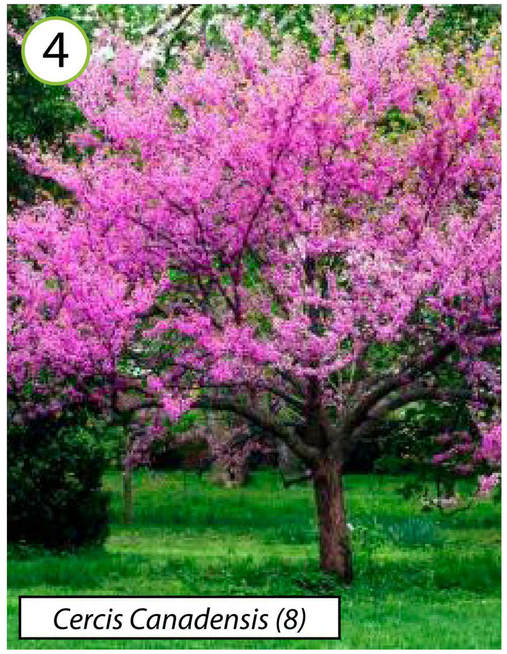
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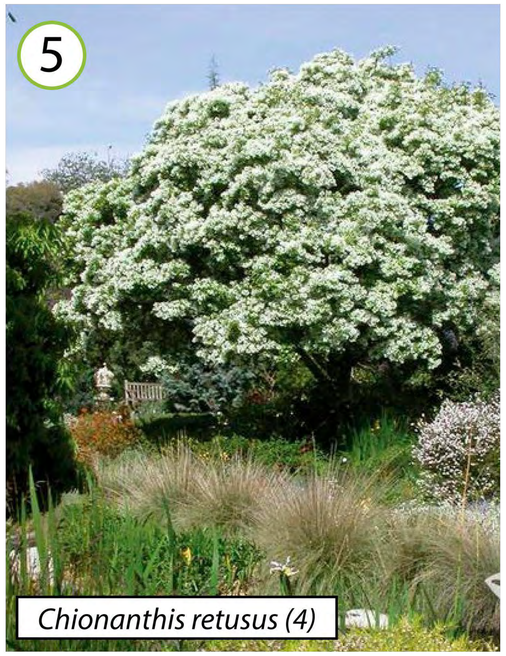
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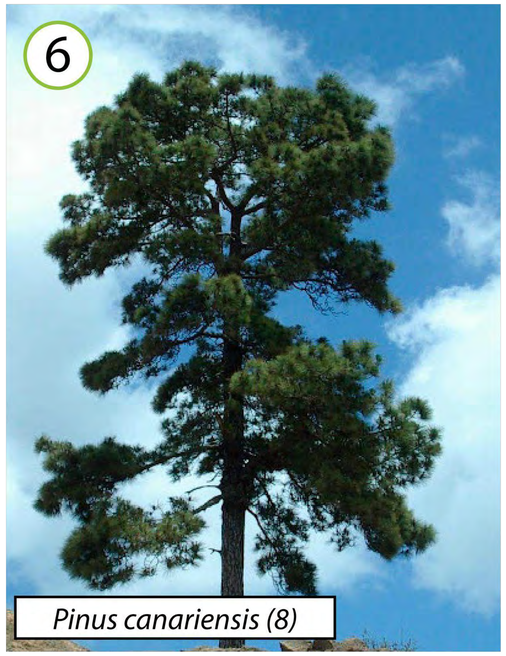


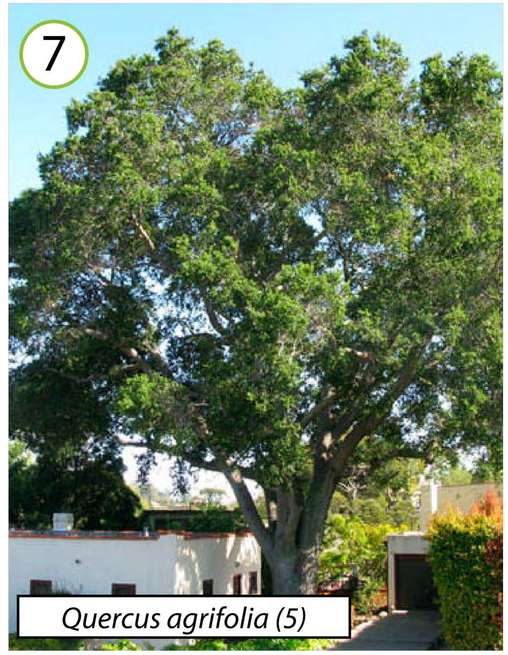


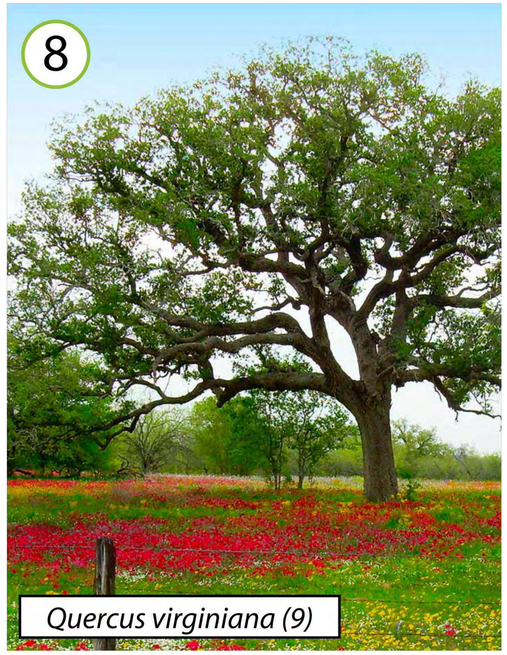












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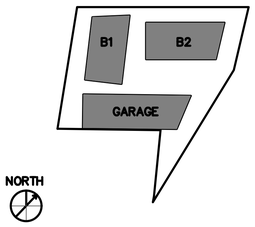
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ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

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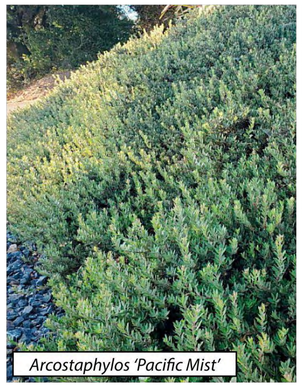
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BELMONT TRAIL AMENITIES

L713

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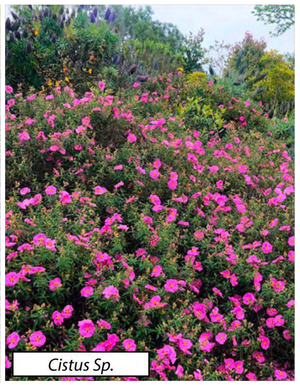
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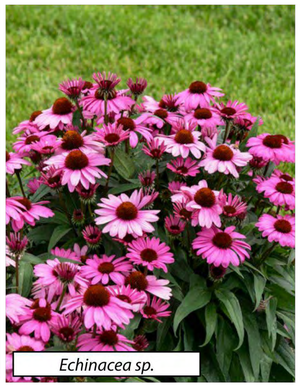

Arcostaphylos 'Pacific Mist'

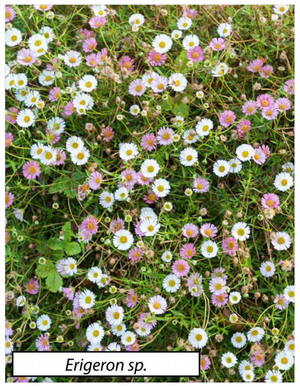

Baccharis 'Pigeon Point'


Carpenteria californica


Ceanothus Joyce


Cistus Sp.


Echinacea sp.


Erigeron sp.


Juncus patens 'Elk Blue'


Leymus condensatus


Liatris sp.


Lomandra longifolia 'Breeze'


Salvia sp.


Seslaria autumnalis

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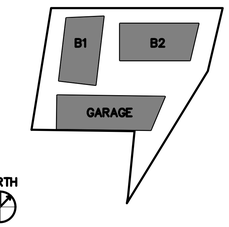
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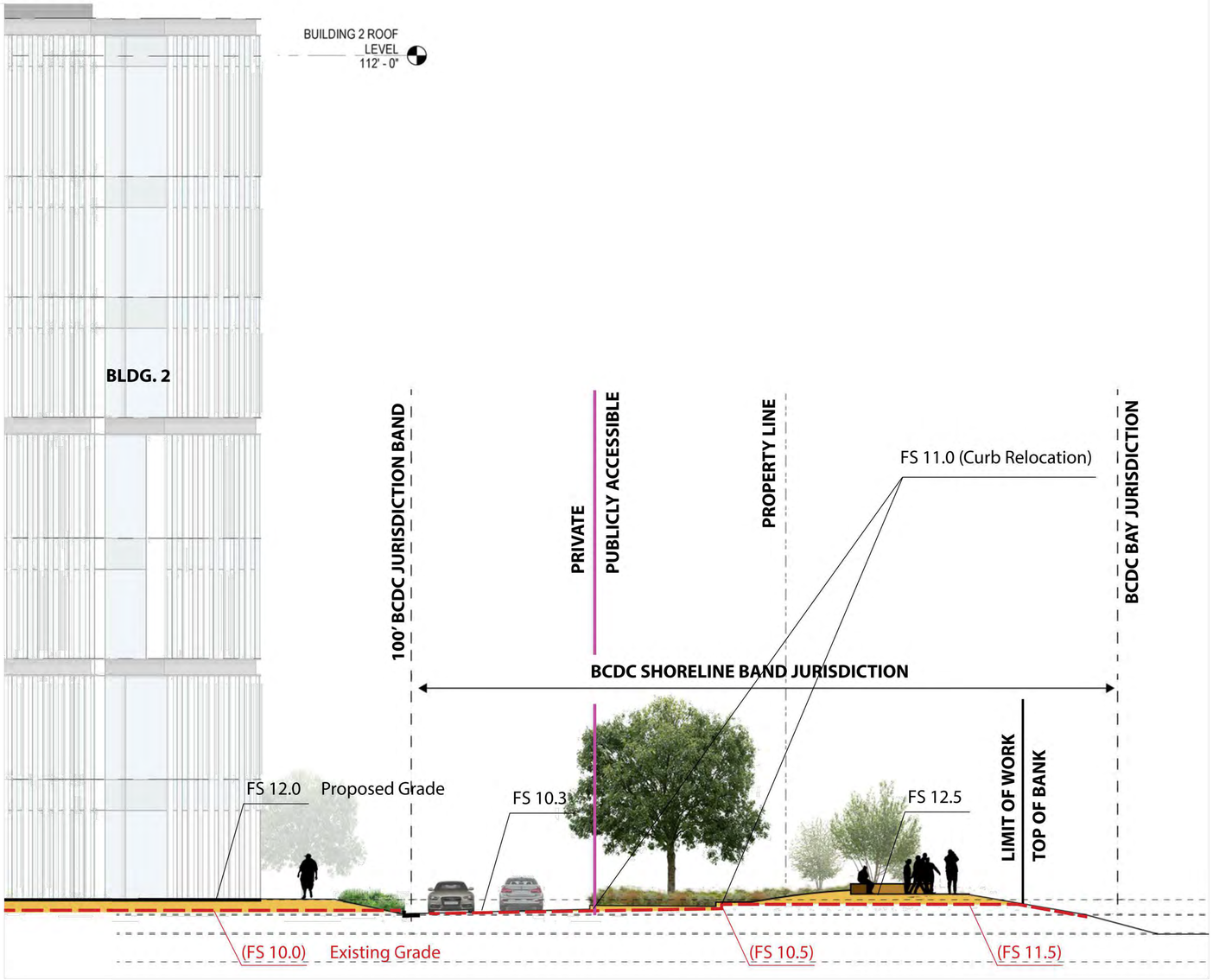
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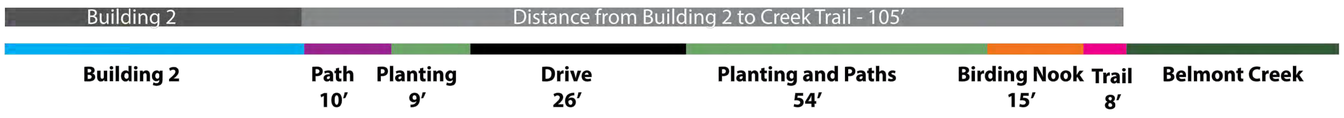
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NOTE:
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1301 Shoreway Road





Section at Seating/ Birding Node



Note 1*
Flood Elevations gathered from BCDC Flood Explorer SF Bay Tidal Datums web application

Note 2*
BFE +10.0 applies to Zone AE (Belmont Creek)

+12.0' (BFE +2050 SLR)*

+9.9' KING TIDE (+2050 SLR)
+7.9' KING TIDE

+3.3' MSL

0' 10' 20'

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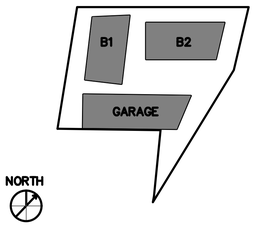
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PUBLIC REALM CONNECTIVITY

L715

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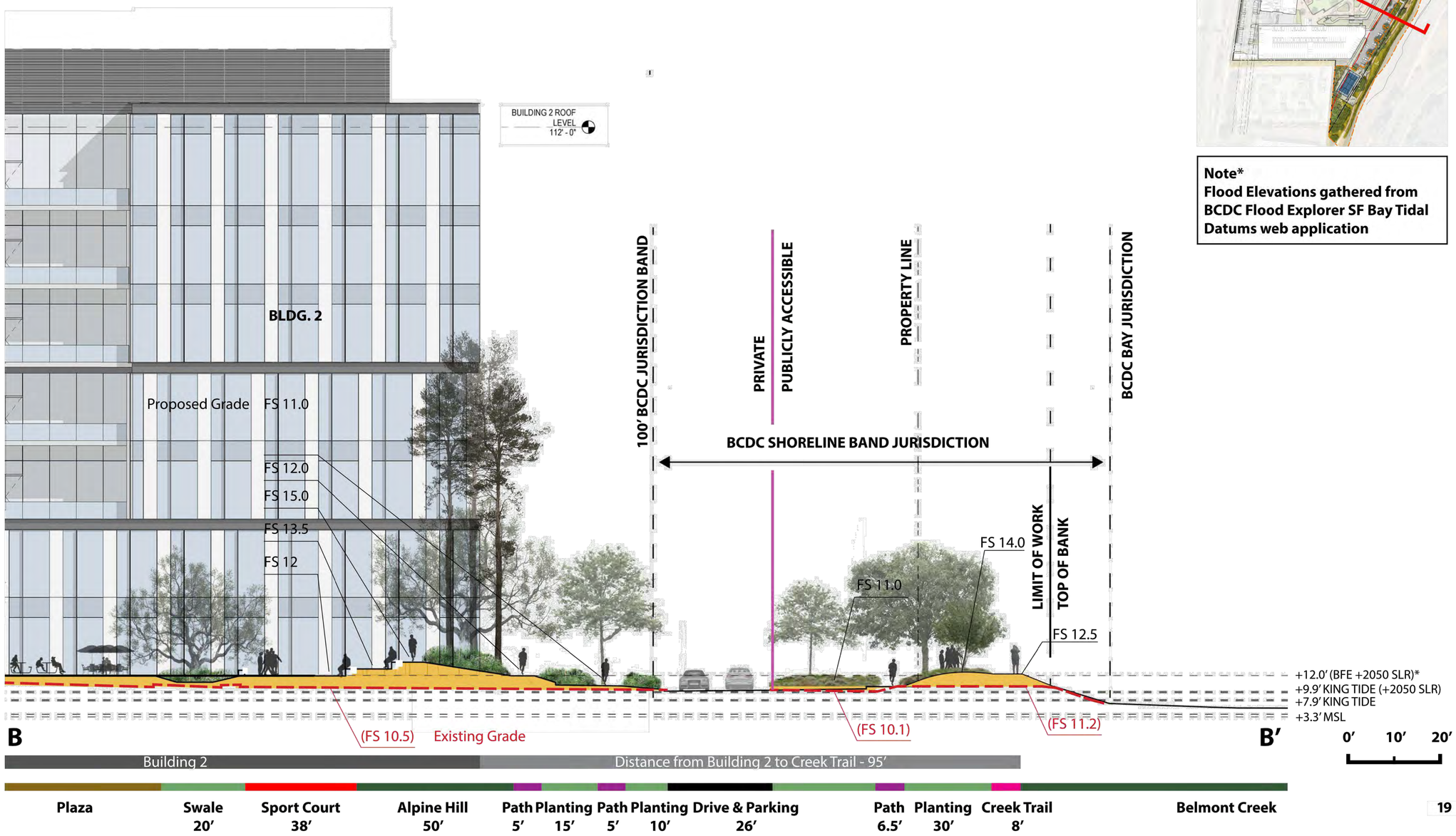
1301 Shoreway Road

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Section at Trail Typical Condition



Note*
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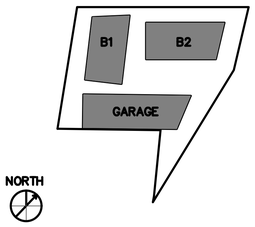
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Parking
Watry Design, Inc.
2099 GATEWAY PLACE, SUITE 550
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833.917.7275

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LICENSED LANDSCAPE ARCHITECT
RENE BIHAN
No. 3682
Signature
05/30/2026
Renewal Date
01/31/2025
Date
STATE OF CALIFORNIA

KEY PLAN



NO.	DESCRIPTION	DATE
2	PLAN CHECK RESPONSE 1	01.31.25
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE

TITLE

PUBLIC REALM CONNECTIVITY

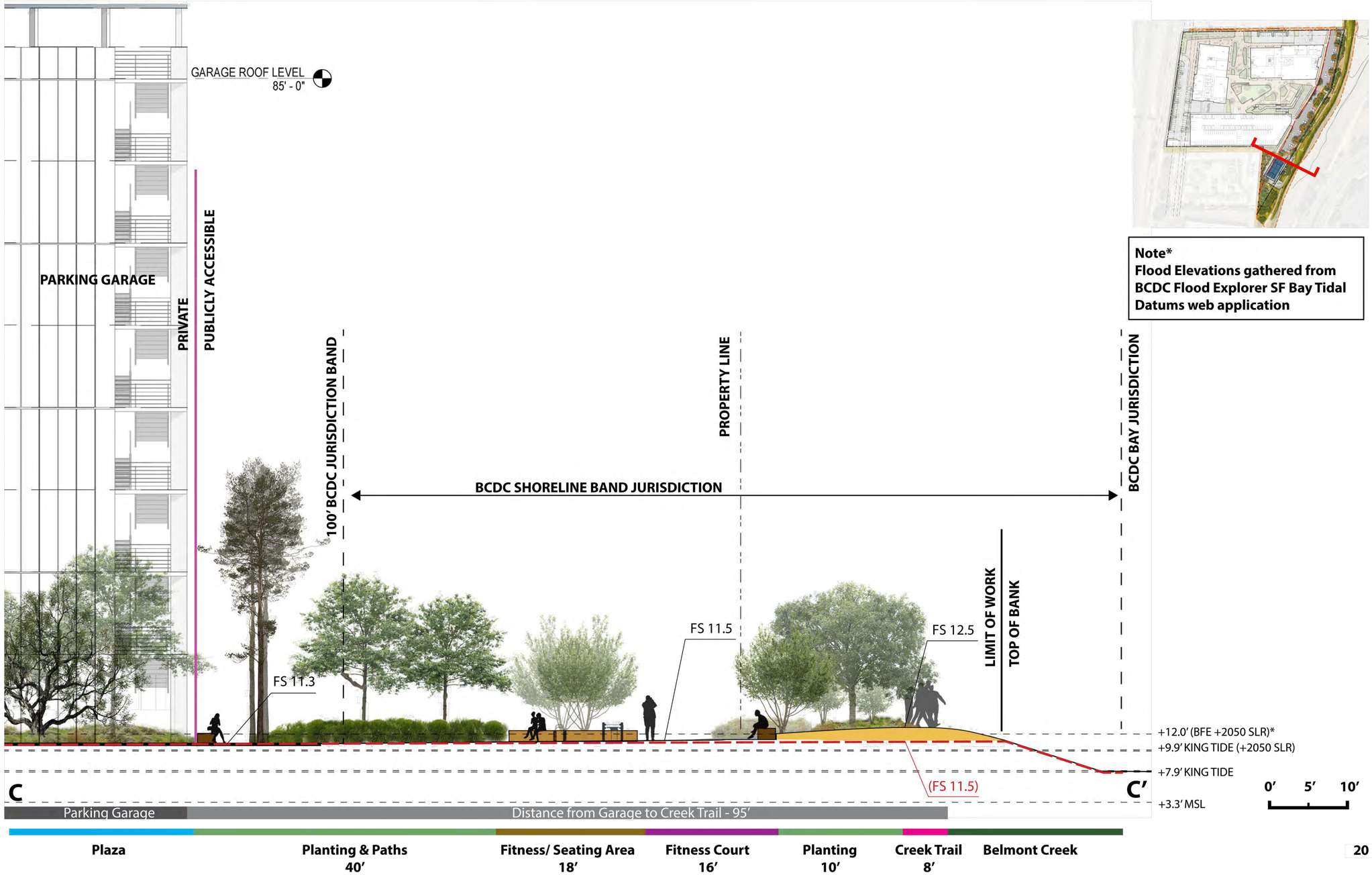
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NOTE:
Work within BCDC jurisdiction pending final review and approval from BCDC

1301 Shoreway Road

Section at Fitness Node



Note*
Flood Elevations gathered from BCDC Flood Explorer SF Bay Tidal Datums web application

20

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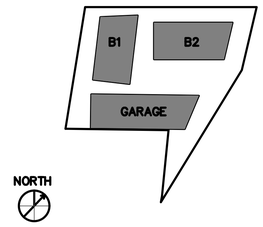
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PROJECT NO. 21198

SCALE

TITLE

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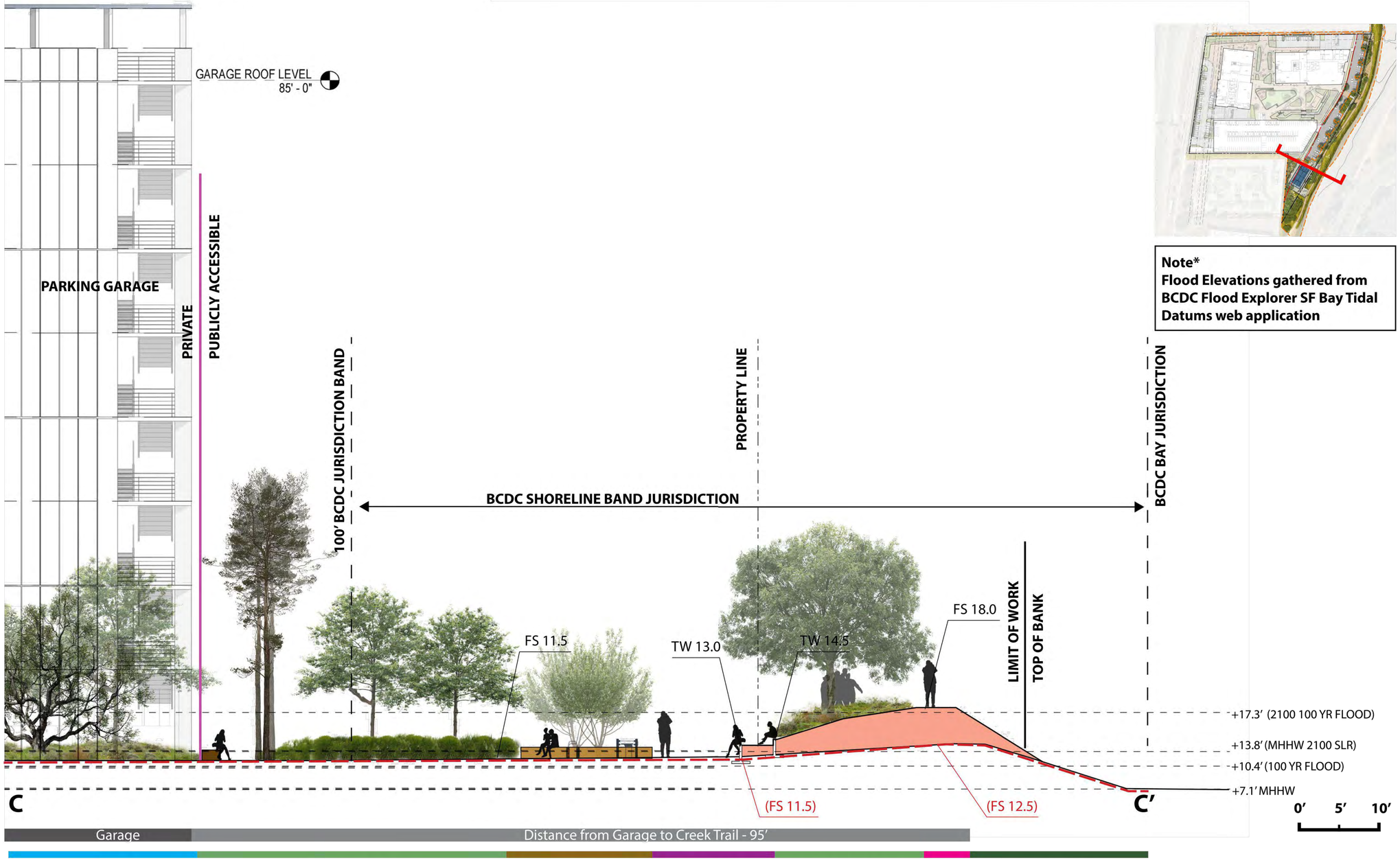
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1301 Shoreway Road



Future (2100) Flood Adaption

Note*
Flood Elevations gathered from BCDC Flood Explorer SF Bay Tidal Datums web application

21

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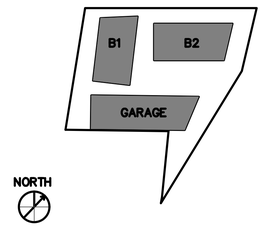
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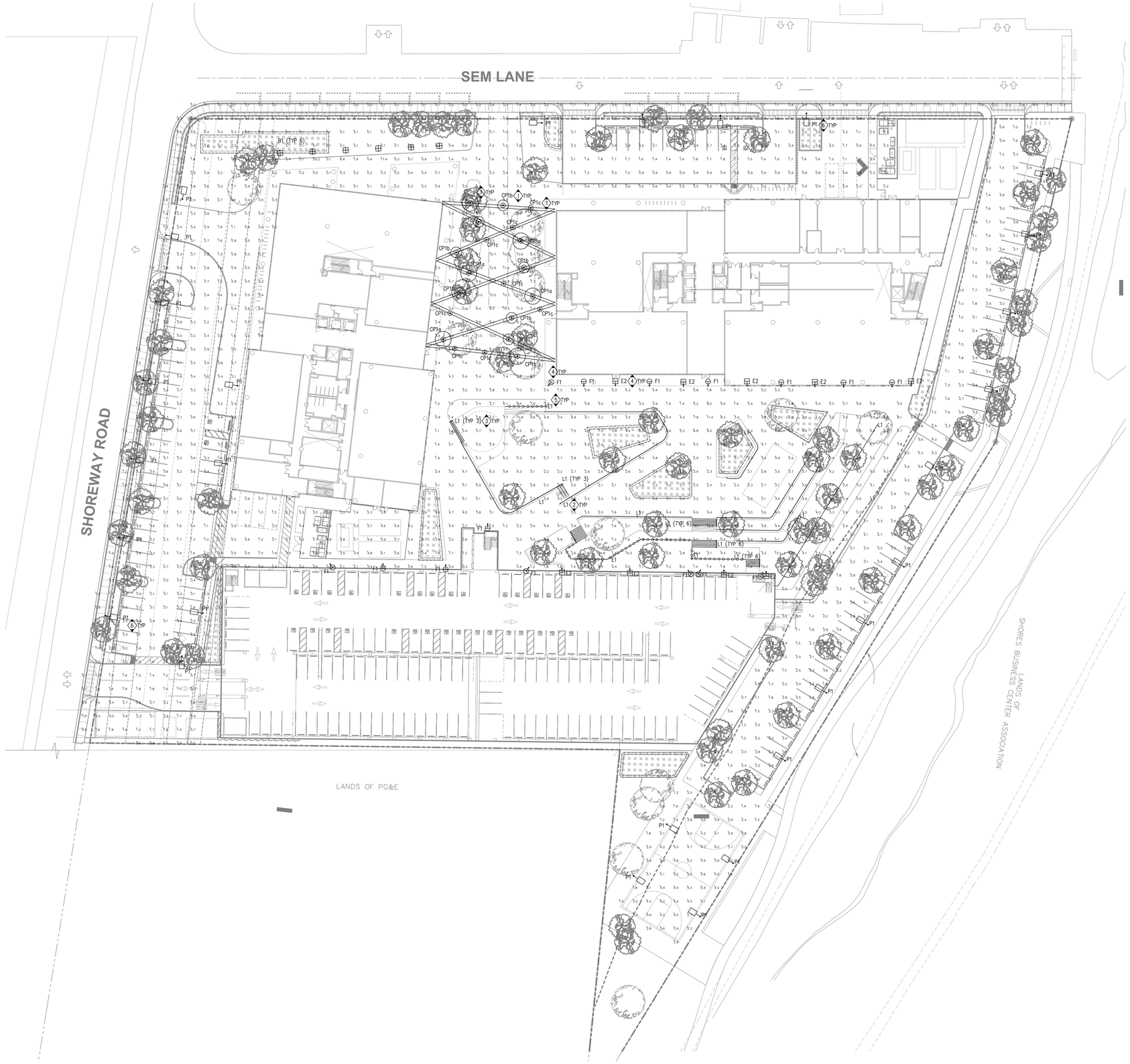
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L718

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KEY NOTES:

1. CP1a, CP1b, AND CP1c SHALL SUSPEND FROM CATENARY SYSTEM BETWEEN BUILDINGS STARTING AT +14'-0" A.F.G TO AVOID FIRE LANE RESTRICTIONS. FIXTURES SHALL ORIENT FACING DOWN WITH NO UPLIGHT.
2. LINEAR LED TYPE L1 SHALL SURFACE MOUNT IN NICHE UNDER BENCH/PLANTER WALLS. FIXTURES SHALL BE PARALLEL TO GROUND AND ORIENTED DOWN SO THAT THERE IS NO UPLIGHT.
3. LINEAR LED TYPE L1 AT STAIRS SHALL MOUNT IN STAIR NOSING AIMING DOWN TO LIGHT STEPS.
4. ROOF MOUNTED ACCENTS SHALL AIM DOWN TO PROVIDE AESTHETIC INTEREST WITH PATTERNED LIGHT (TYPE E2) AND BLUE MOONLIT COLOR WASH (TYPE F1) TO AID IN PROVIDING MINIMUM LIGHT LEVELS FOR EGRESS.
5. FIXTURES E1 SHALL RECESS IN HANDRAIL FACING DOWN TO LIGHT EGRESS PATHWAY.
6. FIXTURE P1 SHALL BE 20'-0" OAH.

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REGISTERED PROFESSIONAL ENGINEER MARIO A PEREZ E22246 12-31-26 STATE OF CALIFORNIA

KEY PLAN

NO.	DESCRIPTION	DATE
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

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ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE 1" = 30'-0"

TITLE

ELECTRICAL LIGHTING SITE PLAN

E001

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LUMINAIRE SCHEDULE

REV Δ	TYPE	MANUFACTURER	PART NO	DESCRIPTION	DIMENSIONS	UL/IP	FINISH COLOR	FINISH TYPE	MATERIAL	MOUNTING	LAMP MANUFACTURER	LAMP PART NO	LAMP QTY	LAMP CCT	LAMP CRI	LAMP LUMENS	LAMP WATT	VOLTAGE	FIXTURE LOAD	CONTROL GEAR	ACCESSORIES	NOTES
B: BOLLARD; PATH; STEP																						
	B1	BEGA	84 239-K3-[FIN TBD]; 79817 ANCHOR	BOLLARD - ASYMMETRIC OUTPUT	7.5"DIA x 39-3/8"H	IP65	TBD	POWDER COAT	ALUMINUM	ANCHOR BOLT	INTEGRAL	WHITE LED	1	3000	80	1743	11.5	120-277V	18.0	INTEGRAL UNIVERSAL DIMMING DRIVER		
C: CHARACTER																						
	CP1a	STRUCTURA	AURA-RNG-D-12-L30-HO-[FIN TBD]-CA-STD	CATENARY RING - 12FT DIAMETER (DIRECT OUTPUT)	2"W x 4"H x 12'-0"DIA	UL WET	TBD	TBD	ALUMINUM	CATENARY PENDANT	INTEGRAL	WHITE LED	1	3000	90	10249	185	120-277/24V	185.0	REMOTE 277/24V POWER SUPPLY	BUILDING MOUNTED CATENARY SYSTEM	2
	CP1b	STRUCTURA	AURA-RNG-D-8-L30-HO-[FIN TBD]-CA-STD	CATENARY RING - 8FT DIAMETER (DIRECT OUTPUT)	2"W x 4"H x 8'-0"DIA	UL WET	TBD	TBD	ALUMINUM	CATENARY PENDANT	INTEGRAL	WHITE LED	1	3000	90	6787	123	120-277/24V	123.0	REMOTE 277/24V POWER SUPPLY	BUILDING MOUNTED CATENARY SYSTEM	2
	CP1c	STRUCTURA	AURA-RNG-D-3-L30-HO-[FIN TBD]-CA-STD	CATENARY RING - 3FT DIAMETER (DIRECT OUTPUT)	2"W x 4"H x 3'-0"DIA	UL WET	TBD	TBD	ALUMINUM	CATENARY PENDANT	INTEGRAL	WHITE LED	1	3000	90	2378	43	120-277/24V	43.0	REMOTE 277/24V POWER SUPPLY	BUILDING MOUNTED CATENARY SYSTEM	2
E: SPECIAL EFFECTS; SPECIALTY; THEATRICAL																						
	E1	ALPHABET	750S-30K-75-IP68-[TBD]	RECESSED HANDRAIL PUCK LIGHT - ASYMMETRIC OUTPUT	.63"W x .59"H	IP68	N/A	STAINLESS STEEL	STAINLESS STEEL	RECESSED	INTEGRAL	WHITE LED	1	3000	80	120	3	277/12V	3.0	REMOTE 277/12V POWER SUPPLY		1, 2
	E2	WE-EF	FLC230 GOBO-139-1883_MAX-3000K-[FIN TBD]	ROOF MOUNTED PATTERN PROJECTOR	6.61"DIA x 5.71"D x 10.80H	IP66	TBD	POWDER COAT	ALUMINUM	SURFACE	INTEGRAL	WHITE LED	1	3000	80	2000	56	120-277V	56.0	INTEGRAL 0-10V DIMMING DRIVER		
F: FLOODLIGHT; SPOTLIGHT																						
	F1	WE-EF	FLC260-139-1797--MOONLIGHT BLUE-[FIN TBD]; FULL SNOOT	ROOF MOUNTED FLOOD LIGHT - MOONLIGHT BLUE LED MEDIUM OPTIC	15.16"DIA x 7.68"D	IP66	TBD	POWDER COAT	ALUMINUM	SURFACE	INTEGRAL	MOONLIGHT BLUE LED	1	N/A	N/A	15641	169	120-277V	169.0	INTEGRAL 0-10V DIMMING DRIVER	FULL SNOOT	
L: LINEAR																						
	L1	Q-TRAN	FLM-SW-S-30-90-1.4-[CONNECTORS+LENGTH TBD]; Q-SET-ELED POWER SUPPLY	LED FLEXIBLE NEON	.35"W x .71"H x LENGTH VARIES	IP67	N/A	N/A	SILICONE	SURFACE	INTEGRAL	WHITE LED	1	3000	90	32	1.4	277/12V	1.4	REMOTE 277/12V POWER SUPPLY	POWER SUPPLY, LEAD/JUMPER CABLES, MOUNTING CLIPS	1, 2
P: POLE; PARKING																						
	P1	KIM LIGHTING	UR20-96L-90-3K9-3-UNV-A46-[FIN TBD]-[CONTROL TBD]	POLE MOUNTED AREA LIGHT - TYPE 3 OPTIC 20 FT ROUND ALUMINUM POLE	HEAD: 20"DIA x 3.5"H POLE: 4"DIA x 20'-0"H	IP66	TBD	TBD	ALUMINUM	ANCHOR BOLT	INTEGRAL	WHITE LED	1	3000	90	9000	90	120-277V	90.0	INTEGRAL LED DRIVER		

NOTES:
1. WATTAGE AND LUMEN OUTPUT NOTED IN SCHEDULE ARE PER FOOT.
2. PROVIDE ALL PARTS NECESSARY FOR A COMPLETE WORKING SYSTEM.
3. COORDINATE FIXTURE WITH ARCHITECTURAL HANDRAIL.

DOWNLIGHT

NORMAL	EMERGENCY	
○	●	RECESSED
□	■	RECESSED [SQUARE]
◎	◉	SURFACE
⊡	▣	SURFACE [SQUARE]
◌	◍	ADJUSTABLE

CHARACTER

NORMAL	EMERGENCY	
○	⬢	SURFACE
⊙	⚙	PENDANT
⊸	⬣	WALL
⊕	⬢	BASE
⊕	⬢	BASE W/ HEAD

SPECIALTY

NORMAL	EMERGENCY	
⊟	■	SURFACE
⊟	■	WALL
⊟	■	TRACK
⊟	■	PLUG-IN
Ⓗ	◉	MOVING

ACCENT

NORMAL	EMERGENCY	
⊕	●	SURFACE
⊸	●	WALL
⊕	●	TRACK
⊸	●	PLUG-IN

PATH

NORMAL	EMERGENCY	
⊞	■	BOLLARD
▯	▮	RECESSED WALL
▯	▮	SURFACE WALL
←□	←■	POLE

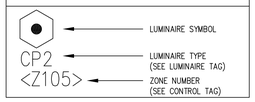
LINEAR

———	ADJUSTABLE
———	FIXED
▬▬▬	SLOT
○—○—○—○—○—○	MULTILAMP

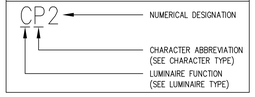
CHARACTER TYPE

B	BOLLARD / SHORT BASE
C	CLOSE CEILING
F	FAN
G	GAS FLAME FOR LUMINAIRE
L	LAMPPOST
M	MULTILAMP / FESTOON
P	PENDANT
R	RECEPTACLE FOR LUMINAIRE
S	SURFACE
T	TABLE LAMP
W	WALL MOUNTED

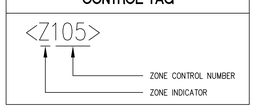
LUMINAIRE KEY



LUMINAIRE TAG



CONTROL TAG



LUMINAIRE TYPE

A	ACCENT / AIMABLE
B	BOLLARD / PATH/STEP
C	CHARACTER
D	DOWNLIGHT
E	SPECIALTY / THEATRICAL
F	FLOODLIGHT / SPOTLIGHT
G	INGRADE
H	HIGH BAY / HAZARDOUS
I	INDIRECT
J	JUNCTION BOX
K	C(K)LEAN/GASKETED
L	LINEAR
M	MULTILAMP / STRING LIGHTS
N	NICHE / COVE
O	[NOT USED]
P	POLE / PARKING
Q	POWER SUPPLIES
R	TROFFER
S	SURFACE / STRIPLIGHT
T	TRACK
U	UNDERWATER
V	VANDAL
W	WORKLIGHT / WALLPACK
X	EXIT / EMERGENCY
Y	GRAPHIC
Z	[USED IN ZONING]

ABBREVIATION

ABV	ABOVE
AFF	ABOVE FINISH FLOOR
AFG	ABOVE FINISH GRADE
ADJ	ADJUSTABLE
ARCH	ARCHITECTURAL
BLDG	BUILDING
BO	BY OTHERS
BOT	BOTTOM
CBX	CONTROL BOX
CLG	CEILING
CONSTR	CONSTRUCTION
CONT	CONTINUOUS
E	EAST
EL	ELEVATION
ELEC	ELECTRICAL
EQ	EQUAL
EXT	EXTERIOR
FL	FLOOR
FT	FOOT OR FEET
GC	GENERAL CONTRACTOR
GND	GROUND
GR	GRADE
HGT	HEIGHT
HORIZ	HORIZONTAL
ID	INSIDE DIAMETER
IN	INCH
INFO	INFORMATION
INT	INTERIOR
L	LENGTH
LT	LIGHT
MFG	MANUFACTURER
N	NORTH
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OFOI	OWNER FURNISHED OWNER INSTALLED
PSU	POWER SUPPLY UNIT
REV	REVISION
RCP	REFLECTED CEILING PLAN
S	SOUTH
SCHED	SCHEDULE
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SPEC	SPECIFICATION
STD	STANDARD
STR	STRUCTURE
TBD	TO BE DETERMINED
TYP	TYPICAL
W	WEST, WIDTH, OR WOOD
W/	WITH
W/O	WITHOUT
WP	WATERPROOF

GENERAL NOTES

1. ALL INFORMATION PROVIDED ON THE LEGEND SHEET MAY NOT BE IMPLEMENTED INTO THE PROJECT.
2. REFER TO FIXTURE SPECIFICATIONS FOR COMPLETE FIXTURE INFORMATION.
3. REFER TO FIXTURE MOUNTING DETAIL SHEETS FOR SPECIFIC MOUNTING CONDITIONS.
4. CONTRACTOR TO PROVIDE TRANSFORMERS AND BALLASTS FOR ALL FIXTURES SPECIFIED AS REMOTE TRANSFORMERS OR BALLAST. ALL TRANSFORMERS AND BALLAST SPECIFIED AS REMOTE SHALL BE MOUNTED OUT OF VIEW OF GUESTS.
5. CONTRACTOR TO CONFIRM ALL REMOTE TRANSFORMER AND BALLAST LOCATIONS WITH LANDSCAPE OR FACILITY ARCHITECT.
6. CONTRACTOR TO VERIFY EXACT MOUNTING LOCATION OF ALL ACCENT LIGHTS IN FIELD WITH LIGHTING DESIGNER.
7. UNLESS OTHERWISE INDICATED, ALL MOUNTING BOXES FOR LIGHTING FIXTURES MOUNTED TO FACADES TO BE RECESSED INTO STRUCTURE. COORDINATE JBOX LOCATION WITH OTHER TRADES.
10. INFORM CONSTRUCTION MANAGER IN WRITING IN A TIMELY WAY OF ANY DISCREPANCIES DISCOVERED.
11. CONTRACTOR TO VERIFY CONDITIONS ON WHICH THIS WORK DEPENDS IN OTHER ISSUED CONSTRUCTION DRAWINGS AND ON SITE SUCH AS BUT NOT LIMITED TO:
    - DIMENSIONS
    - LEVELS
    - MATERIALS
    - DETAILS

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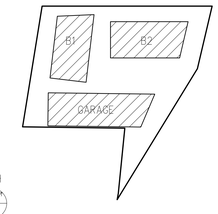
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KEY PLAN



NORTH

NO.	DESCRIPTION	DATE
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PROJECT	1301 SHOREWAY, BELMONT
ADDRESS	1301 SHOREWAY ROAD, BELMONT, CA 94002
PROJECT NO.	21198
SCALE	NONE

TITLE

ELECTRICAL SCHEDULE & LEGEND

E003

 2024 ©

A1

HK USA Lighting Group

Project Name

Fixture Type

ZXL16i-FIT

LED Area Accent . FIT Series

Product Features

- Area accent lighting for architectural and landscape application.
- ETL outdoor wet location listed, IP67 standard.
- Machined from solid billet 6061-T6 corrosion resistant aluminum with 304 stainless steel hardware.
- Innovative new hood design utilities convection cooling to reduce temperatures more effectively than traditional methods.
- Machined from solid billet 6061-T6 corrosion resistant aluminum.
- ±180° vertical and 360° horizontal adjustment via unique swivel stem design.
- Tool-less adjustments - field changeable LED module & beam spread reflectors.
- Line voltage input with integral LED driver in fixture housing.





Specification

Materials: Machined from billet 6061-T6 corrosion resistant aluminum with 304 stainless steel hardware.

Glare Shield: 2 optional glare shields(GSL-long, GSA-angled) for additional glare control.

Voltage: Universal 120–277V AC with integral LED driver.

Wattage: 20W HK LED.

Light Source: CRI 83. Available in CR95 upon request. The chromaticity range is within a 3-step McAdam Ellipse. Standard CCT options are 2700K, 3000K, 4000K.

Lamp Base/Socket: Innovative cone-shaped lamp base and receptacle socket maximize the surface contact area to dissipate heat more effectively. See "Resources" for details.

Dimmability: Phase dimming at 120V(standard), 0-10V dimming at 220–277V.

Finish: Polyester powder coat on all aluminum materials with RoHs compliant procedures. Anodized finish is available.

Optical Accessories: Accepts up to 3 accessories (hexcel louver, optical lenses, dichroic color filters, etc.). Secured in place with metal snap ring.

Mounting Method: Mounts using 1/2"-14 NPS male fitting compatible with all HK Lighting Group mounting devices.

Ordering Guide

EXAMPLE: ZXL16i-FIT - GSL - UNV - 20 - 27 - 19 - PH - BK - LVR - CM5

SERIES	MATERIAL	(OPTIONAL) GLARE SHIELD	VOLTAGE	WATTAGE	CCT	OPTICS	DIMMING	FINISH	(OPTIONAL) OPTIC ACCESSORIES	(OPTIONAL) MOUNTING ACCESSORIES
ZXL16i-FIT	-	-	- UNV -	-	-	-	-	-	-	-

MATERIAL: BLANK Aluminum(Standard)

GLARE SHIELD: GSL, GSA

VOLTAGE: 120–277V (UNIVERSAL)

WATTAGE: 20, 20W

CCT: 27 2700K, 30 3000K, 40 4000K

OPTICS: 19 19°, 33 33°, 46 46°

DIMMING: PH Phase dimming at 120V only, 0-10 0-10 dimming, WD Wireless dimming, DD Dali dimming

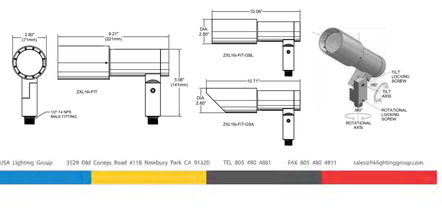
FINISH: Standard BK Black Powder Coat, BZ Bronze Powder Coat, WH White Powder Coat, ABK Anodized Black, ACL Anodized Clear, CC Custom Powder Coat

OPTIC ACCESSORIES: LVR Hexcel Louver, COL Crystal Turned Lens, DCL Dichroic Color Lens, SCL Satine Soft Focus, OF Dichroic Filter

MOUNTING ACCESSORIES: See page 3 for quick-select, or Accessories tab for detailed specifications.

Product Drawings

NOTE: Specification and dimensions subject to change without notice.



HK USA Lighting Group 3529 Old Conejo Road #118 Newbury Park CA 91320 TEL 805 480 4881 FAX 805 480 4811 sales@hklightinggroup.com

B1

Shielded Bollard - Asymmetric

BEGA

Type:
BEGA Product:
Project:
Modified:

Application
A bollard with shielded asymmetric light distribution. Designed for effective lighting of landscapes, pathways, and open spaces. The fully shielded design provides visual comfort while illuminating ground surfaces. Provided with mounting system that allows the luminaire to be adjusted independent of anchor bolt orientation.

Materials
Luminaire housing constructed of die-cast and extruded marine grade, copper free (≤ 0.3% copper content) A360.0 aluminum alloy
Clear safety glass
Reflector made of pure anodized aluminum
High temperature silicone gasket
Mechanically captive stainless steel fasteners
Mounting plate constructed of heavy cast aluminum

NRTL listed to North American Standards, suitable for wet locations
Protection class IP65
Weight: 13.9 lbs

Electrical
Operating voltage 120–277VAC
Minimum start temperature -40°C
LED module wattage 11.5 W
System wattage 18.0 W
Controllability 0-10V, TRIAC, and ELV dimmable
Color rendering index Ra > 80
Luminaire lumens 1743 lumens (4000K)
LED service life (L70) 60,000 hours

LED color temperature
☐ 4000K - Product number = **K4**
☐ 3500K - Product number = **K35**
☐ 3000K - Product number = **K3**
☐ 2700K - Product number = **K27**

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish
All BEGA standard finishes are matte, textured powder coat with minimum 3 mil thickness. BEGA Uni(sub)® finish, a fluoropolymer technology, provides superior fade protection in Black, Bronze, and Silver. BEGA standard White, as well as optionally available RAL and custom colors, are a polyester powder.
Available colors: ☐ Black (BLK) ☐ White (WHT) ☐ RAL:
☐ Bronze (BRZ) ☐ Silver (SLV) ☐ CUS:

Available options
☐ **EMPK** Integral emergency battery pack
☐ **70895** Direct burial anchorage





Shielded bollard - Asymmetric

	LED	A	B	Anchorage
84239	11.0W	7°	39°	**79817**

BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805)-684-0533 info@bega-us.com

Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us.com
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Updated 03/05/21

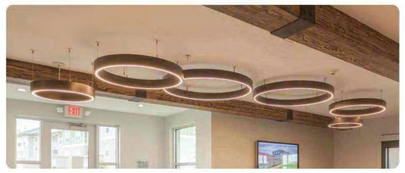
CP1a, CP1b, CP1c

Aura Illuminated Wooden Ring Pendant

structura

FIXTURE TYPE:

PROJECT NAME:



Solid wood exterior/interior LED round pendant.

FEATURES:

- Available in 2' to 12' diameters
- >90CRI smooth, dot free illumination
- Dimmable outdoor rated power supply and IP67 luminaire
- Catenary cable, ceiling, and wall mounting options



SPECIFICATIONS:

HOUSING: Solid Accoya wood linear assembled through glulam construction and precision machined using CNC technology. Achieve+ complies with AS2M D-2559 glulam construction specifications for extreme exposed weather conditions, waterproof, and rated for wet or dry use exposure.

ELECTRICAL: Powered by a standalone Q-Tran QZ, 120-277VAC primary/24VDC secondary outdoor rated remote dimmable power supply. Power supply features built-in short circuit protection, over load protection, and over temperature protection. System is forward phase, reverse phase, and 1-10V dimming. Consult factory for other driver options. Catenary mounted fixtures supplied with 7' infeed cable. A 40' leader cable supplied with infeed only fixtures. Ceiling canopy mounted fixtures supplied with 6' infeed cable. Operating temperature of -13°F to 125°F. 50, 115°F. IMO, and 108°F. HID.

OPTICAL SYSTEM: Available in 2700K, 3000K, 3500K, 4000K color temperatures with smooth, dot free illumination.

FINISHES AND MATERIALS: Wood is finished with a low VOC waterborne matte exterior finish containing UV and mildew inhibitors. Care and Maintenance:

HARDWARE: All fasteners and non-wood components are stainless steel unless otherwise noted.

LISTINGS & RATINGS: Luminaire CSA listed according to CSA C22.2 No. 250.0-19/ UL Standard 1598 and UL Standard 2108. Suitable for wet locations. LM-80 test calculated L70 > 40,000 hours.

WARRANTY: 25-year wood warranty with a 2-year finish warranty. 3-year warranty on LED and driver.

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E1

ALPHABET LEDMbrands

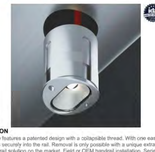
Alphabet by Ledra Brands, Inc. | 88 Maxwell Irvine, CA 92618 | Phn: 714.259.9959 FAX: 714.259.9969 | www.alphabetlighting.com

JOB NAME

CONTACT

ORDERING CODE

Zeta750 Snap — **Recessed Module - Snap In Static White or RGBW**



DESCRIPTION
Zeta750 Snap features a patented design with a collapsible thread. With one easy push, the module snaps securely into the rail. Removal is only possible with a unique extraction tool. Most cost effective rail solution on the market. Field or OEM handrail installation. Series shunt bypass ensures remaining operate if single puck failure (exception: RGBW).

HOUSING
Extremely durable 316 stainless steel marine grade electro-polished housing, with 3.5° (90mm) 20AWG wire leads.

MOUNTING
- Install in metallic surface only for proper thermal dissipation. Luminaire is for use in non-insulated recessed surfaces.
- Rail Size – min. D 1-3/8", 35mm
- Rail Wall Thickness - min. 1/16", 1.5mm
- Curved or flat mounting surfaces
- Aperture for Flat face - 15mm or 16mm + (16mm x 0.5mm) counterbore (required for flush finish)
- Aperture for Curved face - 15mm or 16mm + (16mm x 1.5mm) counterbore (required for flush finish)

ELECTRICAL/LED Driver
- 3Vdc, 500mA, 1.5W (Remote Driver Required)
- RGBW 500mA single emitter or total system 4 x 125mA
- Cool spline connector included
- Ambient operating temperature: -40°C to + 55°C
- Series shunt bypass ensures remaining operate if single puck failure (exception: RGBW)

LISTINGS
- ETLus Listed to UL2108 (suitable for wet locations)
- cETL Listed to CSA C22.2 #250.0
- Impact tested to IK10 (EN62262) PC lens only
- IP65 rated with PC lens
- IP67 rated with Borosilicate glass lens
- IP68 rated to 6.5ft at 24hrs (NOT FOR PERMANENT SUBMERSION)
- Use sealant when using handrail diameter 1.7-1/8" (36mm) to 2" (50.8mm) O.D
- 3000k or warmer must be selected for International Dark-Sky Association approval.

LED INFO
- LED: Cree Xlamp® XP-G3 (applicable for Static White)
  Cree Xlamp® XM-L Color (applicable for RGBW)
  Cree Xlamp® XP-G4 (Always Specify "Dominant Wavelength" complies with Wildlife and Marine Turtle safe-lighting requirements)
- Duv: 0.001
- CCT 2700K, 3000K, 3500K, 4000K, RGBW, amber
- CRI: ≥80
- Lumen Maintenance: L_{70} > 90,700 hrs (Static White)
- Warranty: 5 year limited warranty

ORDERING CODE

SERIES	750S	snap puck
CCT	27K	2700K
	30K	3000K
	35K	3500K
	40K	4000K
	RGBW[1,2]	RGBW
	AMB	amber
BEAM	67°	70° standard
	WD	110° wide
	NFP	120° spot
	HYP[3]	7° hyperbolic
LENS	PC	polycarbonate - IP65
	BS	borosilicate glass - IP67
	IP68	optically clear polyurethane - IP68
FACE TYPE	CF	curved face
	FF	flat face

ORDERING CODE

Follow the steps to specify your fixture, example:

750S - 27K - 67 - PC - FF

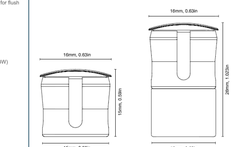
LUMENS FOR STD/WIDE BEAM OPTION	
LUMENS (LM)	CCT (K)
165	2700
170	3000
170	3500
180	4000
145	amber

LUMENS FOR HYP BEAM OPTION	
LUMENS (LM)	CCT (K)
85	2700
90	3000
95	3500
100	4000
77	amber

LUMENS FOR IP68 LENS OPTION	
LUMENS (LM)	CCT (K)
110	2700
120	3000
125	3500
130	4000
102	amber

See page 7 for Design Guide.

NOTES
1. RGBW only available in 67° beam option. W CCT at 4000K.
2. 5° 90° and 45-90° when using IP68 Lens.
3. Not Available in IP68.



Static White RGBW

E2

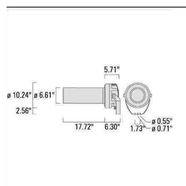
FLC230 LED GOBO PROJECTOR

Floodlights

we-ef

1/18





Description
Profile Projector (DP) for projection of gobos on a surface. Spherical/triple flat convex lens system. Aperture angle ranges from 16.2-18.4°. Gobo motif on request, to be ordered separately. Gobo size B. Gobo outside diameter 86 mm, max printable area d = 80 mm. IK6 rf recommends d = 48 mm. IP66. Class I. IK07. Marine-grade, die-cast aluminum alloy. SCE superior corrosion protection including PCS hardware. Silicone CCD® Controlled Compression Gasket. Safety glass main lens. One cable gland, second gland for through wiring on request. PMMA LED lenses. Integral driver, thermally separated. LED boards can be removed for upgrading. Specify product with 7 Digit product code – Finish Color. Accessories, such as mounting, optical, and electrical, must be specified separately. Example: XXX-XXXX-9004 (Black) + XXX-XXXX (Accessory 1)

WE-EF LIGHTING USA LLC
Spec Support Hotline: +1 724 378 3655 | 415-D Keystone Drive | Warrendale PA 15086 U.S.A. | Tel +1 724 742 0030 | info.usa@we-ef.com | www.we-ef.com | 12-04-2022 17:10

Technical modifications and errors excepted

F1

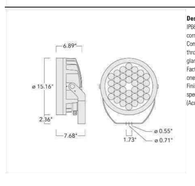
FLC260 LED

Floodlights

we-ef

1/21





Description
IP66. Class I. IK07. Marine-grade, die-cast aluminum alloy. SCE superior corrosion protection including PCS hardware. Silicone CCD® Controlled Compression Gasket. Safety glass lens. One cable gland, second gland for through wiring on request. CAD-optimized optics for superior illumination and glare control. Integral driver, thermally separated. OLCB® One LED Concept. Factory-installed LED circuit board. 0-10V Dimming on request. A maximum of one internal optical accessory. Specify product with 7 Digit product code – Finish Color. Accessories, such as mounting, optical, and electrical, must be specified separately. Example: XXX-XXXX-9004 (Black) + XXX-XXXX (Accessory 1)

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Spec Support Hotline: +1 724 378 3655 | 415-D Keystone Drive | Warrendale PA 15086 U.S.A. | Tel +1 724 742 0030 | info.usa@we-ef.com | www.we-ef.com | 23-03-2022 13:04

Technical modifications and errors excepted

L1

FLEX-MINI

FLEX Light: Static White



The FLEX series is ideal for spaces where the light will be in direct view. As the name implies, these LED lights are flexible and can be easily molded into different curvatures. The housing and the lens allow for a perfect monochromatic light source with no hot spots. All of Q-Tran's FLEX series fixtures are made with high-quality SMD LED chips, are UV and flame resistant and are extremely energy-efficient.

The FLEX Mini Static White is available in a variety of different color temperatures ranging from 2200K to 5700K and can be specified with either PVC or Silicone construction.

Color Temperature (CCT)

2200K 2700K 3000K 3500K 4000K 5700K

Housing Color

White

Dimensions



Part Number Builder

Product	Series	CCT	CRI	Watts/ft.	Connector In	Connector In Orientation	Connector In Wire Length	Connector Out	Connector Out Orientation	Connector Out Wire Length	Illuminated Length (in)
FLM-SW			**90**	**1.4**							3.28" increments
FLEX Mini Static White	P - PVC S - Silicone	22 - 2200K 27 - 2700K 30 - 3000K 35 - 3500K 40 - 4000K 57 - 5700K		Up to 32 inch at 300K	IM Injection-Molded DIM Dual-Injection-Molded PVC-wire SN Snap SW Swivel	FC BC BCL SCL SCN MT* JC* (SM Flat Only)	1' 3' 10'	III Injection-Molded DIM Dual-Injection-Molded PVC-wire SN Snap SW Swivel	FC BC BCL SCL SCN EC MT JC FC EC	1' 3' 10' N/A	**Nominal max length: 59'**

- Product length = illuminated length + connector length
- For factory assembled connector information, see page 2
- For DIY connector information, see page 3
- For compatible power supplies, see page 3
- For extrusion options, see page 4 (sold separately)
*Used in conjuction with Connector/Orientation Out

- 1 year warranty on DIY connectors
- 2 year warranty on PVC
- 5 year warranty on silicone
- Impact rating of IK08
- IP67 rated when ordered with IP67 connectors
- Ambient temperature: -4°F to +113°F
- UV & Flame resistant construction
- No diode imaging
- PVC - standard
- Silicone - best for outdoor applications

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P1

KIM LIGHTING

UR20 EDGE-LIT

ARCHITECTURAL AREA/SITE

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

Ouro EDGE-LIT



FEATURES
- 20' size in post top, pole and wall mount
- High performance optics up to 16,091 delivered lumens
- Elegant form factor
- Edge-Lit Light Guide
- SiteSync™ and NX wireless control options
- UL/cUL listed for wet locations, IP66 and 1.5G and 4G vibration rated

CONTROL TECHNOLOGY

SiteSync NX DISTRIBUTED INTELLIGENCE

RELATED PRODUCTS

Ouro Small: Post Top | Ouro Large: Post Top | Ouro Large: Arm Mount

SPECIFICATIONS

CONSTRUCTION
- Low copper aluminum alloy die-casting is designed ≤ one-piece, low profile luminaire
- Molded silicone gasket throughout ensures the sealing between the two compartments and provides ingress protection
- Housing is designed with integral heat sink fins to aid in thermal transfer of the electrical components
- IK07-rated enclosure protects electrical equipment against external mechanical impacts
- All fasteners are stainless steel
- One-piece low copper aluminum alloy die-cast lens frame is secured to housing with a tool-less latch and integral offset hinge
- LEDs mount to a metal printed circuit board assembly (MCPCB)

INSTALLATION
- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury

ELECTRICAL
- Universal voltage, 120 through 277V with a ±10% tolerance. Driver is Underwriters Laboratories listed
- High voltage configurations, 347/480. Driver has a 0-10V dimming interface for multi-level illumination options. Driver is Underwriters Laboratories listed

ELECTRICAL (CONTINUED)
- "Thermal Shield", secondary side, thermistor provides protection for the sustainable life of LED module and electronic components
- Drivers shall have greater than a 0.9 power factor, less than 20% harmonic distortion, and be suitable for operation in -40°C to 40°C ambient environments
- Luminaire shall be capable of operating at 100% brightness in a 40°C environment. Both driver and optical array have integral thermal protection that will dim the luminaire upon detection of temperatures in excess of 85°C
- Surge protection: 10kV and 20kA in series
- Wiring: No. 18AWM rated 105°C, wet rating

CONTROLS

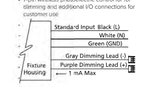
7PR
- Fully gasketed and wired 7-pin receptacle option. Easy access location above the electrical compartment. 7-pin construction allows for a user-defined interface and provides a controlled definition of operational performance. ANSI twist-lock control module by-others

Standard customer operation modes:
- Traditional on/off photoelectric control
- 5-pin wireless photoelectric control for added dimming feature



7PR OPTION

CONTROLS (CONTINUED)
- 7-pin wireless photoelectric control for for dimming and additional I/O connections for customer use



DIMMING:
- Dimming range from 100% to 10% through the use of the standard 0-10V interface on the programmable driver
- Modular wiring harness in the service area provides user access to the dimming circuitry

(Specifications continued on page 3)

KEY DATA	
Lumen Range	3,105 - 16,091
Wattage Range	27.5 - 138.3W
Efficacy Range (LPW)	88.8 - 131.8 lm/W
Reported Life (Hours)	L70>160,000
Weight	21 lbs - 9.5 Kg
EPA	0.372

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701 Millennium Blvd • Greenville, SC 29607 / Tel: 864.678.1000 / Website: www.kimlighting.com

HUBBELL Lighting

DGA planning | architecture | interiors

550 Ellis Street, Mountain View, CA 94043 650-943-1660
201 Filbert Street, 3rd Floor, San Francisco, CA 94133 415-477-2700
2550 Fifth Avenue, Suite 115, San Diego, CA 92103 619-685-3990
1720 8th Street, Sacramento, CA 95811 916-441-6800

CONSULTANTS

Civil Engineer
BKF ENGINEERS
1730 N. FIRST STREET, SUITE 600
SAN JOSE, CA 95112
408.314.4561

MEP / Lighting / T24
EXP, INC.
415 MONTGOMERY ST, SUITE 300
SAN FRANCISCO, CA 94104
415.362.5025

Landscape Architect
SWA
530 BUSH STREET, 6TH FL.
SAN FRANCISCO, CA 94108
415.254.4652

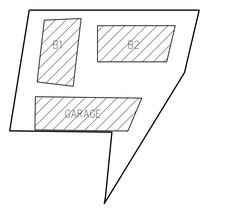
Structural Engineer
KPFF Consulting Engineers
45 FREMONT STREET, 28th FL.
SAN FRANCISCO, CA 94105
415.989.1004

Parking
Watry Design, Inc.
2099 GATEWAY PLACE, SUITE 550
SAN JOSE, CA 95110
833.917.7275

STAMP



KEY PLAN



NORTH

NO.	DESCRIPTION	DATE
1	PD APPLICATION	06.07.24

FOUR CORNERS properties

CLIENT 1 SHOREWAY OWNER, LLC. c/o FOUR CORNER PROPERTIES

PROJECT 1301 SHOREWAY, BELMONT

ADDRESS 1301 SHOREWAY ROAD, BELMONT, CA 94002

PROJECT NO. 21198

SCALE NONE

TITLE

LIGHTING CUTSHEETS

E004

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340

Exhibit B

Findings for Approval: Detailed Development Plan, Conditional Use Permit, Design Review, Grading Plan and Permit, and Tree Removal

Detailed Development Plan

No findings are required to be made for the approval of a Detailed Development Plan (DDP; Exhibit A). However, a Conceptual Development Plan must be approved prior to the approval of a DDP. An ordinance adopted by the City Council approving the Rezoning from RC Zoning District to PD Zoning District and the CDP, including required findings, was adopted by the City Council on _____, 2026.

Conditional Use Permit

The City Council has considered the applicant's request for a Conditional Use Permit to establish a Detailed Development Plan and finds that it meets required findings as set forth in Section 11.5.1 of the Zoning Ordinance, as follows:

1) The location of the proposed use is compatible to other land uses in the general neighborhood and does not place an undue burden on existing transportation, utilities and services in the vicinity.

Analysis

Land Use

The General Plan land use designation is Regional Commercial. Regional Commercial allows for community-serving retail and services, visitor- and retail-serving auto-oriented commercial services, such as lodging, service stations, car dealerships, commercial office uses, and some light industrial and research and development (R&D) uses may also be permitted.

The underlying base Zoning District is RC. The Zoning Ordinance describes the purpose of the RC is to allow for community-serving retail and services, visitor- and retail-serving auto-oriented commercial services, such as lodging, service stations, car dealerships, and commercial office uses at appropriate locations. It also envisions some light industrial and R&D uses; however, these are not explicitly listed as Permitted Uses.

The CDP, as reviewed and approved by the City Council, resolves this by permitting all the uses allowed under the RC District and explicitly allowing Life Science and R&D uses. The CDP also removes restrictions of office space on ground levels so that all permitted uses are allowed on all levels of a building.

The Project is proposed as an office and/or life science project and achieves the

objectives of and is consistent with the uses envisioned by the General Plan and Zoning Ordinance for this area. Additionally, the Project site is surrounded by compatible uses including hotels, government facilities, public utilities, and offices.

Public Services and Utilities

The Project will not burden park and recreational facilities, police or fire services. The EIR evaluated impacts to City services as a result of the project and determined the impacts to be less than significant. The EIR determined that the project's impacts to water supply, wastewater conveyance and treatment, generation of solid waste to be less than significant. The project's impacts to connecting to or upgrading service systems is reduced to less than significant after mitigation.

Transportation

The developer prepared a Traffic Impact Analysis (TIA) and Transportation Demand Management Plan (TDM). The City reviewed the TIA and TDM and determined its conclusions related to traffic impacts and improvements and plan to reduce vehicle miles traveled (VMT) meet City standards.
The TDM identifies measures that would reduce VMT for employee trips to reduce potential impacts. These measures include:

- Pedestrian oriented building entrances and breezeways
- Short-term and long-term bicycle parking
- Preferential parking for carpool/vanpool spaces
- Carpool/Vanpool matching services
- Telecommuting and flexible work schedules
- Participation in a Transportation Management Association
- Designating a TDM Liaison

These measures would reduce the project's VMT by 15% meeting the City's and the San Mateo County City and County Association of Governments' (C/CAG) VMT reduction goals.

The TIA identified intersections that would experience delays in a cumulative plus project scenario. This means evaluating how traffic would be affected by this project and other known projects in Belmont, Redwood City, and San Carlos. These intersections include:

- Island Parkway/US 101 northbound off/ramp
- Shoreway Road/Airport Way/Holly Street
- El Camino Real/Ralston Avenue
- Island Parkway/US 101 Northbound

The delays caused by the project would be addressed by payment of the project's fair-share towards improvements identified in the City's General Plan and corridor plans. The landowner would also construct or pay its fair-share of project specific improvements, such as the Shoreway Road/Airport Way/Holly Street Intersection.

2) *The site is of sufficient size to accommodate the proposed use together with all yards, open spaces, walls and fences, parking and loading facilities, landscaping and such other provisions required by this Ordinance*.

Analysis

The lot is 301,130 square feet (6.91 acres). The project site is located on the southeastern block of the intersection of Shoreway Road and Sem Lane. Primary frontage is along Shoreway Road. The project is bounded by Belmont Creek to the northeast, Sem Lane to the northwest, Shoreway Road to the southwest, and a Pacific Gas & Electric (PG&E) substation to the southeast. The site is currently developed with a 148,919 square feet (sf) multi-tenant office building.

Two buildings and an above ground parking garage are proposed. The two buildings would be constructed at 8-stories (133 feet tall) with 270,542 sf and 7-stories (117 feet tall) with 271,583 sf for a total of 542,035 sf for commercial use. The above ground garage would be 9 levels (89 feet tall), provide 1,533 spaces in addition to 93 uncovered surface spaces, and 442,690 sf.

The site is sufficient in size to accommodate the layout of the buildings, parking and loading facilities. The site is large enough that it can include surface parking in addition to the parking garage, and numerous places for onsite outdoor activity. These places include a central plaza and sports court for tenants, access to a publicly accessible trail, and provide an onsite publicly accessible trail. Additionally, the proposed project includes landscaping and the planting and replanting of 166 trees.

3) *The site will be served by streets of capacity sufficient to carry the traffic generated by the proposed use.*

As noted above, a TIA was prepared for the project and identified project-related changes to transportation level of service. Impacts created by the project would be addressed by payment of the project's fair-share towards improvements identified in the City's General Plan and corridor plans. The landowner would also construct or pay its fair-share of project specific improvements, such as the Shoreway Road/Airport Way/Holly Street Intersection. Additionally, the project's TDM plan would help reduce demand on City streets.

4) The proposed use, if it complies with all conditions upon which approval is made contingent, will not adversely affect other property in the vicinity or the general welfare of the City.

The conditional use permit controlling the development and continued use of the Project requires compliance with Project-specific conditions, mitigation measures, and the City's regulations, as well as other regional, State and Federal regulations, all of which will prevent adverse effects to other property in the vicinity and protect the general welfare of the City.

The following two additional findings for Conditional Use Permits are required by the Zoning Ordinance (Section 12.4.C) for all uses, projects, and additions in PD District.

1. Such use or uses substantially conform to the adopted General Plan of the City of Belmont.

As noted above, the proposed PD District is consistent with and will achieve objectives of the Zoning Plan and the General Plan of the City.

2. *Such use or uses are as shown on the approved Conceptual Development Plan for the particular PD District*.

An ordinance adopted by the City Council approving the Rezoning from RC Zoning District to PD Zoning District and the CDP, including required findings, was adopted by the City Council on _____, 2026. The CDP includes all the uses allowed within the RC Zoning District, adds Life Science and R&D, and allows permitted uses on all building levels.

Design Review

The City Council has considered the request for a Design Review Permit for the proposed Project and finds that it meets required principles as set forth in Section 13.5.2 of the Zoning Ordinance as follows:

a) City staff and consultants have provided technical review and conditions of approval are included, as applicable, regarding project related traffic, parking, grading, drainage, storm-water runoff, sanitary sewer impacts, vehicular and pedestrian access, site circulation, site stability, structural encroachments, and construction impacts.

City staff and consultants have completed technical review of the project addressing traffic, parking, grading, drainage, stormwater runoff, sanitary sewer capacity, vehicular and pedestrian access, site circulation, site stability, structural encroachments, and construction-related impacts. As documented in the Staff Report, Environmental Impact Report, and supporting technical studies, conditions of approval and mitigation measures have been incorporated, as applicable, to ensure these issues are adequately addressed. The project includes required infrastructure improvements,

Transportation Demand Management measures, grading and drainage controls, and construction management requirements to avoid or minimize potential impacts.

b) The project is consistent with the landscape standards under Section 13.3.1 as applicable.

The project is consistent with standards of Section 13.3.1 landscape requirements. The project provides 56,204 sf of landscaped area out of a total lot 301,130 sf lot size. This results in a landscaped area of 18 percent which exceeds the 10 percent landscaped area requirement. The landscape program includes a palette of drought tolerant and/or California native plant species, including City preferred trees, tenant courtyards, a publicly accessible trail, and integrated site amenities like seating, picnic tables and exercise kiosks. The project's landscape design complies with the Water Efficiency in Landscape Ordinance (WELO) and includes a fully underground, automated irrigation system serving all landscaped areas, with drip irrigation and hydro-zoning used where appropriate. Vegetation management measures are incorporated where required to address fire safety and long-term maintenance. Additionally, surface parking areas are landscaped and screened in accordance with Belmont Zoning Ordinance standards to soften visual impacts and enhance the overall site design.

c) The project is consistent with the development standards in the underlying Zoning District.

The project is consistent with the development standards of the underlying Regional Commercial RC Zoning District, except where modified by the Conceptual Development Plan. Like the standards and purpose of the RC Zoning District, the project provides commercial and employment-oriented uses, complies with required setbacks, landscaping, parking supply, and circulation standards. Additionally, the commercial project is compatible with other surrounding commercial developments. The project maintains the intent of the RC District by concentrating higher-intensity employment uses within a designated regional commercial corridor east of U.S. 101. While the project requests flexibility related to building height, floor area ratio, and driveway width, these deviations are addressed through the Planned Unit Development zoning process, which is intended to allow site-specific standards when consistent with the General Plan and accompanied by community benefits. Findings supporting General Plan consistency and community benefits are included with the City Council resolution to approve the Rezone from RC Zoning District to PD Zoning District and Conceptual Development Plan. The project is also seeking the rezoning from RC to PD to add permitted uses which are the same as or similar to other uses within the RC District. In balance, the project is consistent with the applicable RC District regulations and implements the District's purpose of supporting regional-serving commercial and employment uses.

d) The project is consistent with the objective design standards in Section 13.6 as

applicable.

The proposed project is consistent with the building design standards as established by Section 13.6. The project employs an architectural theme that is carried consistently across all elevations through design and the use of primary materials, colors, and detailing. The buildings incorporate vertical and horizontal articulation above the ground floor through projections, offsets, and recesses which creates variation. These elements meet or exceed minimum depth and width requirements, including recessed wall planes, projecting façade elements, and articulated glazing systems. Ground floors are distinguished from upper stories through recessed entrances, material changes, increased transparency, and pedestrian-oriented detailing along street-facing façades.

Blank wall segments are limited in length and are addressed through landscaping, green wall treatments, and architectural articulation to maintain visual interest along pedestrian routes. Architectural detailing complies with standards through the use of recessed window and door openings and articulation that reduce building mass. Roofline design includes parapets, step-backs, and variations in height and form, contributing to the city's skyline while remaining compatible with surrounding developments. All exterior materials colors are muted, using earth-tone or cool colors.

Rooftop mechanical equipment is screened from public view by enclosures that match the buildings' materials, colors, and design. Ground-level utilities, refuse areas, and service elements are similarly screened but are also complemented by quality landscaping. Exterior lighting is designed to provide adequate illumination for safety while minimizing glare and light spill with fixtures pointed downwards. Collectively, these design strategies ensure the project meets the intent and requirements of the Belmont Zoning Ordinance's building, equipment screening, lighting, and color standards.

Grading Plan

The City Council evaluated the proposed Grading Plan and finds that it meets the required findings set forth in Section 9-27(a)-(h) of the City of Belmont City Code (Grading), as follows:

a). The Project will not endanger the stability of the site or adjacent properties, or pose a significant ground movement hazard to adjacent properties.

The City's Building Division and Public Works Department have reviewed the grading plans for the Project, and have determined that the plan is in conformity with the Building Code and the City of Belmont Grading Ordinance (Chapter 9 of the City Code). In addition, the City's standard requirements require the preparation of a site-specific geotechnical investigation, independent peer review of the investigation and incorporation of the findings of the independent peer review into Project design.

The Applicant's geotechnical engineer, Cornerstone Earth Group, prepared geotechnical investigations of the site. The City's consulting civil engineer, Ruggeri Jensen Azar (RJA) reviewed the geotechnical investigations proposed as part of the Project and concurred with the characterization of the Project site, findings, and design specifications. The City's standard Conditions of Approval include additional requirements for the grading plans, geotechnical studies, obtaining of relevant permits from outside agencies, and implementation of best management practices (BMPs) prior to the issuance of building permits.

b) The proposed drainage improvements, landscaping, and erosion control measures would be adequate to control erosion or flooding and would not degrade riparian habitats, stream channel capacity or water quality.

The applicant has submitted a C-3 Checklist, hydrology study, and landscaping, grading, and drainage plans. The submitted materials identify methods to treat drainage from the site primarily by utilizing vegetated areas. The Project has been reviewed and found acceptable by the City's Department of Public Works at this stage of the Development Review process. Detailed working drawings, Stormwater Management Plan (SMP) and a Stormwater Pollution Prevention Plan (SWPPP) will be required to be submitted for review and approval as part of the building permit application process.

The Conditions of Approval require the implementation of Best Management Practice (BMPs) for new development and construction as part of its storm water management program, as levied through standard City conditions of Project approval. For new development and construction Projects, the City requires the implementation BMPs to ensure the protection of water quality in storm runoff from the Project site.

Additionally, an Environmental Impact Report (EIR) and Mitigation and Monitoring Reporting Program (MMRP) was prepared for the Project. As the site is adjacent to Belmont Creek, the MMRP includes specific actions to mitigate impacts to riparian habitats during construction.

c) The amount of grading proposed is necessary to allow reasonable use of the site.

The Project proposes to cut (i.e. remove) approximately 3,500 cubic yards (cy) and fill (i.e. add) 11,500 cy of soil to the site, resulting in a net increase of 8,000 cy. The fill is required to provide vertical separation between the bottom of the proposed bioretention and ground water surface and to ensure the site is two (2) feet above the base flood elevation. The latter objective is to place the buildings finished floors above the 100-year flood elevations in accordance with City and Federal Emergency Management Agency (FEMA) requirements. The grading plan has been reviewed by the Public Works Department and found not to be excessive, as it is required for the redevelopment of the property (i.e., there is no grading unnecessary for the Project proposed on extraneous areas of the property).

d) The proposed grading would result in a building site that is visually compatible with the surrounding land and accommodates any required off-street parking and wall landscaping.

The building site would be visually compatible with the surrounding area, which is similarly graded/developed with commercial buildings, government facilities, or public utilities located on generally flat pads and surrounded by landscaping and parking areas. The proposed grading would accommodate required off-street parking and the landscaping of the subject property.

e) The proposed grading will meet the standards and specifications of Article IV of Chapter 9 in the City Code (Grading Ordinance).

Conditions of approval have been attached to the Project to ensure that the final grading plan for the Project will meet all of the standards contained in the Belmont City Code.

f) The Director of Public Services and the applicant's Geotechnical engineer shall find that the form of vehicular access and methods of excavation are the simplest and least intrusive possible to obtain the geologic information required by the city.

The Public Works Department has reviewed the grading plan, vehicular access, and methods of excavation and, as proposed and conditioned, found them to be adequate and complete. Conditions of approval require the final grading and drainage plans be consistent with Public Works Department requirements for the design and construction of the site improvements.

g) The grading permit is conditioned on issuance of a hauling permit, if required.

A hauling permit will be required in association with the Grading Permit for this Project. Additionally, the Conditions of Approval require the submittal of a Traffic Control Plan and Construction Management Plan identifying haul routes, maximum size of construction equipment, and hours of operation.

h) The design of the Project preserves existing protected trees on the site and trees on adjoining property to the extent possible.

The Project includes the removal of 53 protected trees and 104 trees not protected by the Belmont City Code. These tree removals are necessary for the proposed development of the site (i.e., to accommodate the site improvements, grading of the site, drainage improvements, fire access and safety, and utilities, etc.). The project proposes to plant 166 trees onsite including transplanting 19 existing trees. Of the 19 existing trees proposed for replanting, 16 qualify as protected. 147 of the 166 trees to be planted would be new. 141 The Conditions of Approval include protection measures for trees to be retained; including maintenance of existing grades and requiring mitigation when existing grade cannot be

maintained.

Tree Removal Permit

Necessity of Removals

The Applicant's arborist, *Trees, Bugs, Dirt Landscaping Consulting & Training*, prepared an arborist report dated May 12, 2022. The Applicant requests to remove or transplant all trees currently on the site. The arborist identified trees that are candidates for transplanting and identified the location of all existing trees.

The applicant's consulting arborist (Trees, Bugs & Dirt) identified 167 trees onsite. The applicant proposes to remove 157 trees, including 53 protected trees as defined by Belmont City Code. Of the 53 trees proposed for removal, 25 were found to be in poor or very poor health. Additionally 12 of the protected trees could be removed without the City Council's consideration of necessary criteria. The City Council is not required to consider the criteria for those 12 trees because they are of a genus not preferred by the City, including Eucalyptus and Acacia.

The applicant proposes to plant 166 trees, including 19 trees that could possibly be replanted. Of the 166 trees, 147 would be new including 62 trees that qualify as replacement trees for protected trees. The amount of proposed replacement trees exceeds the required 1 to 1 protected tree replacement. Of the new trees proposed for the project, 141 are California natives including:

- Bishop Pine (24 proposed)
- Coast Live Oak (22)
- Western Redbud (33)
- Vine Hill Manzanita, a rare California native (31)
- California Buckeye (18)
- Julia Phelps California Lilac (13)

The City Council has considered the applicant's request for a Tree Removal Permit and finds that these tree removals are necessary for the proposed development of the site and satisfy the following criteria (Section 25-7(b) and Section 25-7(c):

- Section 25-7 (b). The reviewing authority shall issue a permit to remove any species of acacia pursuant to Section 25-7(b) without consideration of the criteria in Section 25-7(c).

  Section 25-7 (c)
- The tree is: (i) in poor condition; (ii) at the relative end of its life span of the particular species; (iii) diseased or infested beyond reasonable remediation; (iv) has poor structural integrity; (v) is in danger of falling; or, (vi) poses a safety hazard. 25 trees qualify under this condition.
- The particular tree species is undesirable due to characteristics such as invasiveness,

tendency toward limb failure, and fire hazard. 13 trees qualify under this criteria
- Removal of the tree is needed in order to construct improvements or otherwise allow conforming use of the property. 157 trees qualify under this criteria.

(i.e., to construct improvements or otherwise allow). Further, the Council finds that adequate arrangements would be made for the protection of trees to be retained. Specifically, the Conditions of Approval (attached as Exhibit C) contain requirements for tree protection and for retaining the services of a Certified Arborist to ensure tree care standards and best management practices are implemented.

Conditions of Permit

All of the trees proposed for removal (157) are non-native, invasive, or ornamental. The vast majority of them (73%) originate from Australia or New Zealand. Of those 157 trees, 53 are protected based on size. Nineteen of the existing trees would be transplanted onsite, including 16 protected trees. The Belmont City Code requires the Applicant to plant a preferred species tree of at least 15 gallons, or pay an in-lieu fee, for each protected tree removed. As noted in the table above, 147 new trees would be planted, and all are planned to be California native trees. Of those, 62 would qualify as replacement trees and consist of California buckeye, manzanita or ceanothus.

Exhibit C

Conditions of Approval
1301 Shoreway Road

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A. General Conditions of Approval

1. The following Conditions of Approval may be superseded by future State regulations or outside regulatory agency requirements and guidelines. The project must comply with any conditions superseded by State regulations or outside regulatory agency requirements.

2. Prior to issuance of building permits, the property owners shall file with the Director of Community Development, on forms provided by the City, an acknowledgment that they have read, understand and agree to the Mitigation Measures identified in the Environmental Impact Report, incorporated herein, and these conditions of approval.

3. Developers are hereby notified, as required by Government Code §66020, that the approved plans, the conditions of approval, and the adopted City fee schedule found at www.belmont.gov constitute written notice of the description of the dedications, reservations, amount of fees and other exactions related to the project. As of the date of project approval, the 90-day period has begun in which Developer may protest any dedications, reservations, fees or other exactions imposed by the City which the City has informed the Developers of as of the date of project approval of the adopted City fee schedule found at www.belmont.gov. Failure to file a protest in compliance with all of the requirements of Government Code §66020 will result in a legal bar to challenging the dedications, reservations, fees or other exactions.

4. Indemnification. Land Owner hereby agrees to and shall indemnify, defend, and hold harmless City, any City agencies and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers, and representatives (collectively, for the purposes of this condition, "City") from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage) and from any and all third party claims, demands, and actions in law or equity (including attorneys' fees and litigation expenses) directly or indirectly arising or alleged to have arisen out of or in any way related to: (a) the approval of the City Approvals; (b) any development or use of the Property under the City Approvals; and (c) any actions or inactions by the Land Owner or its contractors, subcontractors, agents, or employees in connection with the construction or improvement of the Property and the Project as defined in the development agreement; excepting to the extent arising from the intentional acts or willful misconduct of City, its elected and appointed representatives,

officers, agents, employees, contractors or subcontractors.

This indemnification and hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of the operations referred to in this condition, regardless of whether or not City prepared, supplied, or approved plans or specifications for the Property, but does not apply to damages and claims for damages caused by City with respect to public improvements and facilities after City has accepted maintenance responsibility for them.

5. Development and Impact Fees

The applicant/developer agrees to pay all applicable fees, including but not limited to, regulatory, connection, General Plan Maintenance, Plan Check, Building Permit, Tree Removal Permit, Sewer Impact and Sewer Connection Fees, as specified by each respective City Ordinance or the City's Master Fee Schedule.

Regulatory and Development Fees

a) Prior to issuance of Building Permits, the applicant/property must pay all required Sewer Capacity and Sewer Connection Fees.

b) Public Art Requirement (Belmont City Code Sec. 17-128) - The Project shall comply with the Belmont City Code Chapter 17, Article V (the "Public Art Ordinance"), which requires the payment of one percent (1%) of the building development costs, as defined in the Public Art Ordinance (the "Public Art Investment"). Land Owner agrees to provide a minimum of fifty percent (50%) of the Public Art Investment as an in lieu payment, which shall be paid at the issuance of the first building permit for the Project, for use by the City on public art projects in the City. The remainder of the Public Art Investment shall be on the Property in compliance with the provisions of the Public Art Ordinance and the design, location, and timing of installation must be approved by the City. Implementation of this requirement must be consistent with the Development Agreement as adopted by the City Council on _____, 2026.

Impact Fees - These Impact Fees are documented in the Development Agreement as adopted by the City Council on _____, 2026. The Development Agreement shall govern the escalation of the fees over the term of the Development Agreement and timing of payment.

c) Prior to issuance of Building Permits, the applicant/property owner must

pay all required Park Improvement Impact Fees. The calculated fee for the project is $433,628 as of January 20, 2025.

d) Prior to issuance of Building Permits, the applicant/property owner must pay all required Transportation Impact Fees (TIF). The calculated fee for the project is $6,753,756 as of January 20, 2025.

e) Prior to issuance of Building Permits or as otherwise specified by the Development Agreement, the applicant/property must pay all required Housing Mitigation/Inclusionary In-Lieu Fees. The calculated fee for the project is $7,940,813 as of January 20, 2025.

6. In the event any of the General or Standard Conditions of Approval are inconsistent with the Development Agreement adopted by the City Council on _____, 2026, ("Development Agreement"), the Development Agreement shall control.

B. Standard Conditions of Approval

Aesthetics

1. All exterior lighting must employ the use of cut-off fixtures to restrict the direction of the light in accordance with City standards. Lighting should be the minimum required for safety, but not result in undue glare off site. There must be no floodlighting of landscape plantings, courtyards or building. To ensure consistency with city standards for lighting and compliance with the submitted photometric plan, a final lighting review shall occur by Planning after installation of project lighting and before final Building Permit inspection.

2. Installation of roof mounted mechanical equipment shall be consistent with the Detailed Development Plan approved _____, 2026. Roof mounted equipment shall be placed behind roof screens so as not to be visible from surrounding vantage points at or below the highest point of the equipment.

3. Except as modified by these conditions of approval, or as required by subsequent project review, the Building Permit Plans shall be consistent with the Detailed Development Plan approved _____, 2026.

4. The applicant shall demonstrate that the ___ building is consistent with the Detailed Development Plan approved _____, 2026, prior to final building permit

inspection. As built, floor plans and a roof height elevation from an engineer or surveyor that includes any roof top equipment and screens shall be provided.

5. Ground Equipment Screening. All exterior trash, recycling, and storage utility boxes, wood service poles, and electric and gas meters must be screened from visibility from the surrounding public vantage points (right-of-way, public trails, open space and parks). Said screening must incorporate the same architectural design, colors, and materials as the main building on site.

Air Quality

Construction & Operations

6. Pursuant to GP EIR Mitigation Measure AQ-5, the developer(s) shall provide education for commercial tenants concerning green consumer products. Prior to receipt of any certificate of final occupancy, the project sponsors shall work with the City of Belmont to develop electronic correspondence to be distributed by email to new commercial tenants that encourages 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.

7. The applicant must require their contractors, as a condition of contract, to reduce construction-related exhaust emissions by implementing following measures during construction related activities:

    a. Idling times must be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). Clear signage must be provided for construction workers at all access points.

    b. All construction equipment must be maintained and properly tuned in accordance with manufacturer's specifications. All equipment must be checked by a certified mechanic and determined to be running in proper condition prior to operation.

8. The applicant must require their contractors, as a condition of contract, to reduce construction-related fugitive ROG emissions by ensuring that paints and solvents have a VOC content of 100 grams per liter or less for interior surfaces and 150 grams per liter or less for exterior surfaces.

Dust Control

9. The owner/applicant must submit a dust control plan for approval by the Public Works Department. To reduce dust levels, exposed earth surfaces shall be watered as necessary. The application of water must be monitored to prevent runoff into the storm drain system. Spillage resulting from hauling operations along or across any public or private property shall be removed immediately. Dust nuisances originating from the contractor's operations, either inside or outside of the right-of-way must be controlled. The measures must also include:

   a) Water all active construction sites at least twice daily.

   b) Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.

   c) Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites.

   d) Sweep daily (with water sweepers) all paved access roads, parking areas and staging areas at construction sites. All sidewalks shall be kept clear of dust and debris unless the sidewalk is closed as part of a City approved traffic control plan.

   e) Sweep streets daily along the haul route (with water sweepers) if visible soil material is carried onto adjacent public streets.

   f) Entry and exit from the site will use rock or rumble strips to prevent tracking.

   g) Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).

   h) Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiled materials.

   i) Install sandbags or other erosion-control measures to prevent silt runoff to public roadways.

   j) Replant vegetation in disturbed areas as quickly as possible.

   k) Watering should be used to control dust generation during the break-up of pavement.

   l) Cover all trucks hauling demolition debris from the site.

   m) Use dust-proof chutes to load debris into trucks whenever feasible.

   n) Water or cover stockpiles of debris, soil, sand or other materials that can be blown by the wind.

o) All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be in proper running order prior to operation.

p) Diesel powered equipment shall not be left inactive and idling for more than five minutes, and shall comply with applicable BAAQMD rules.

q) Use alternative fueled construction equipment, if possible.

r) All vehicle speeds on unpaved roads shall be limited to 15 mph.

s) Post a visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 24 hours. The Air District phone number shall also be visible to ensure compliance with applicable regulations.

Green House Gas

10. Applicant shall endeavor to acquire (source) a minimum of 10% of the construction materials from within 100 miles of the planning area.

11. A minimum of 65% of the construction waste generated by this project must be recycled or salvaged for use. Documentation must be provided before the final building permit inspection. Sample forms located at www.hcd.ca.gov/CALGreen.html may be used to assist in documenting compliance.

12. Prior to issuance of a building permit, the applicant must provide documentation (i.e., construction contracts or signed agreements) demonstrating that all contractors and subcontractors agree to operate all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of work on renewable diesel (such as Diesel high performance renewable).

Biological Resources

Tree Protection

13. Arborist Services. Tree protection measures should be consistent with the

American National Standards Institute (ANSI) A300 Tree Care Standards and the International Society of Arboriculture's Best Management Practices (BMPs). The applicant shall retain the services of a Certified Arborist to ensure that ANSI standards and ISA BMPs are in place prior to construction and shall review all aspects of the project to ensure that the following recommendations and conditions have been properly implemented as may be applicable:

a. Tree Protection Zones - Tree protection zones should be installed and maintained throughout the entire length of the project. Fencing for tree protection zones should be 6' tall, metal chain link material supported by metal 2" diameter poles, pounded into the ground to a depth of no less than 2'. The location for the protective fencing for the protected trees on site should be placed at a distance equal to the trees canopy spread where possible. Where not possible because of approved proposed work, the tree protection fencing shall be placed at the edge of the proposed work. No equipment or materials shall be stored or cleaned inside the protection zones. Areas where tree protection fencing needs to be reduced for access or for any other reason, should be mulched with 6" of coarse wood chips with ½ inch plywood laid on top(landscape barrier). The plywood boards should be attached together in order to minimize movement. The spreading of chips will help to reduce compaction and improve soil structure. All tree protection measures must be installed prior to any demolition or construction activity at the site.

b. Landscape Barrier - Where tree protection does not cover the entire root zone of the trees, or when a smaller tree protection zone is needed for access, a landscape buffer consisting of wood chips spread to a depth of six inches with plywood or steel plates placed on top will be placed where foot traffic is expected to be heavy. The landscape buffer will help to reduce compaction to the unprotected root zone.

c. Root Cutting – Any roots to be cut shall be monitored and documented. Large roots (over 2" diameter) or large masses of roots to be cut must be inspected by the site arborist. The site arborist may recommend irrigation or fertilization of the root zone. All roots needing to be cut should be cut clean with a saw or lopper. Roots to be left exposed for a

period of time should be covered with layers of burlap and kept moist.

d. Pruning. All pruning shall be completed by a Certified Arborist or Tree Worker and adhere to the latest edition of the ANSI Z133 and A300 standards as well as the BMPs – Tree Pruning published by the International Society of Arboriculture.

e. Grading - The existing grade underneath the canopies of any protected trees on site is recommended to be retained as is. Grade changes of 3" may be acceptable by the Project arborist after review. Any grade changes proposed that are greater than 3" will require special mitigation measures for tree in close proximity. No grade changes are allowed within 3 feet of a tree's basal flare.

f. Trenching and Excavation - Trenching for irrigation, drainage, electrical or any other reason shall be done by hand when inside the dripline of a protected tree. Hand digging and the careful placement of pipes below or besides protected roots will significantly reduce root loss, thus reducing trauma to the tree. All trenches shall be backfilled with native materials and compacted to near its original level, as soon as possible. Trenches to be left open for a period of time, will require the covering of all exposed roots with burlap and be kept moist. The trenches will also need to be covered with plywood to help protect the exposed roots.

g. Irrigation - Normal irrigation shall be maintained on the project site at all times for any imported trees. For any retained drought tolerant species trees, no irrigation is needed unless the tree root zones are traumatized. These trees will benefit from supplemental irrigation in the months of May and October to get them through a long dry season. No dry season irrigation shall be provided to any drought tolerant trees as this significantly raises the risk of the tree contracting an oak root fungus disease. Any retained drought tolerant species trees can be irrigated once a month during the dry season. The on-site arborist may make adjustments to the irrigation recommendations as needed. The foliage of the drought tolerant trees may need cleaning if dust levels are extreme. Removing dust from the foliage will help to reduce mite and insect infestation.

h. Inspections - It is the contractor's responsibility to contact the site

arborist when work is to take place underneath the dripline of a protected tree on site.

14. Any approved grading, construction, demolition or other work within the tree protection zone must be monitored by the project arborist.

15. Tree protection devices are to remain until all site work has been completed within the work area. Fences or other protection devices may not be relocated or removed without permission of the Project Arborist.

16. If unplanned or unapproved tree injuries or tree removals occur during project construction, the applicant shall contact City Planning Staff. Additional permits may be required.

17. After completion of exterior construction work and before final building permit inspection, the applicant shall submit a final written report/letter from the Project Arborist. Said report/letter must provide an evaluation of the construction impacts to the subject tree's health or structural stability, and must identify any additional provisions that may be required to these address impacts. The applicant is responsible to implement these recommendations. A final report may be required on the effectiveness of the measures.

Bats

18. A qualified biologist shall visually inspect trees to be removed for bat roosts within 7 days prior to their removal. The biologist will look for signs of bats including sightings of live or dead bats, bat calls or squeaking, the smell of bats, bat droppings, grease stains, or urine stains around openings in trees or structures, or flies around such openings. Trees with multiple hollows, crevices, forked branches, woodpecker holes or loose and flaking bark have the highest chance of occupation and shall be inspected the most carefully.

19. If signs of bats are detected, CDFW should be contacted about how to proceed. Echo- location surveys may be needed to verify the presence of bats, or an exclusion zone around the occupied tree may be recommended until bats leave the roost. Due to restrictions of the California Health Department, direct contact by workers with any bat is not allowed. The qualified bat biologist shall be contacted immediately if a bat roost is discovered during project construction.

Woodrats

20. Pre-Construction Survey. No more than thirty days prior to site disturbances (i.e., clearing, grubbing, grading or tree removal), a qualified biologist must survey for SFDW nests within and adjacent to the limits of these activities (impact area). All nests (active or inactive) must be mapped and flagged in the field. If no stick nests are detected, no further surveys are required, unless recommended by the biologist. The biologist must submit the results of the survey to the Community Development Department, prior to any site disturbances.

21. Construction Worker Education. Prior to issuance of building permits, the applicant must demonstrate that a qualified biologist has conducted worker environmental awareness training for all project construction personnel. The training must include a description of the San Francisco dusky-footed woodrat (SFDW) and how to recognize and avoid SFDW stick houses. Workers must be instructed to remain within the designated work area at all times and to minimize the area of vegetation removal and ground disturbance to the minimum necessary for the project.

22. Avoidance / Buffer Plan. Woodrat houses within 50 feet of the construction activities area must not be physically disturbed and must be protected with the maximum feasible dispersal buffer, as determined by a qualified biologist. The buffer areas must be clearly marked with flagging. The buffer areas must be left in a natural, vegetated state and no construction activities or staging of equipment may take place within the buffer areas. The applicant must demonstrate that the buffer areas are in place and inspected by a qualified biologist, prior to grading, grubbing or tree removal activities.

23. Unexpected Woodrats. In the event that unexpected woodrat nests are encountered during construction activities, all construction activity in the area of the find shall be halted, and the Community Development Director shall be notified; a qualified biologist must examine the find and make appropriate recommendations for buffer installation (avoidance measures) or relocation of woodrat nests with approval by the California Department of Fish and Wildlife. The applicant must demonstrate that the buffer is in place or the woodrats have been properly relocated, prior to resuming activities in the area of the find.

24. Relocation Plan. If woodrat nests are to be relocated, then a woodrat relocation plan must be prepared and submitted to California Department of Fish and Wildlife (CDFW) for approval. Relocations must be performed under the direct supervision of a qualified biologist approved for this project by the CDFW.

<u>Riparian & Aquatic Resources</u>

25. Prior to issuance of permits for grading, building or tree removal, the applicant must: a) Provide copies of all permits from any relevant regulatory agencies (i.e., the U.S. Army Corps of Engineers, the San Francisco Bay Regional Water Quality Control Board, and the California Department of Fish and Wildlife, and San Francisco Bay Conservation Development Commission); and b) Demonstrate to the satisfaction of the Community Development Director that permits are not required from any relevant regulatory agencies.

26. The applicant shall implement the avoidance measures identified in the project Biological Report; These measures shall be included on a plan sheet submitted with the grading and building permit applications.

27. Prior to issuance of a grading or building permit, the applicant shall submit written confirmation from the project biologist that all avoidance measures, and pre-construction treatments have been installed and inspected, and that they meet the biologist's specifications.

Cultural Resources

Archeological Resources

28. Prior to issuance of building permits, the applicant shall demonstrate that construction crews have proper training for the discovery, handling and retention methods for paleontological, archeological and/or cultural resources found at the project site. Project personnel should not collect cultural resources. Prehistoric resources include: chert, or obsidian flakes, projectile points, mortars and pestles, dark, friable soil containing shell and bone dietary debris, heat- affected rock, or human burials. Historic resources include: stone or adobe foundations or walls, structures and remains with square nails, and refuse deposits or bottle dumps.

29. In the event that paleontological, archaeological, and/or cultural resources are encountered during construction activities, all construction activity in the area of the find shall be halted, and the Community Development Director shall be notified; an archaeologist shall examine the find and make appropriate recommendations. A plan for the mitigation of impacts to the resources will be prepared and submitted to the City of Belmont for approval. Additional CEQA review may be required depending upon the evaluation of the find.

Human Remains

1. If any human remains are discovered or recognized in any location on a project site or within the public right-of-way, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:
   - The San Mateo County Coroner/Sheriff has been informed and has determined that no investigation of the cause of death is required; and
   - If the remains are of Native American origin:
     a) The descendants of the deceased Native Americans have made a recommendation to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98; or
     b) The Native American Heritage Commission was unable to identify a descendant or the descendant failed to make a recommendation within 24 hours after being notified by the commission.
     c)
2. All earthmoving activities for the project, both on site and within the public right-of-way, shall be monitored by a qualified professional archaeologist who meets the Secretary of the Interior's Standards for Archaeology. A report on the results of the monitoring shall be submitted to the Community Development Department, prior to the construction of the building foundation.

Geology & Soils

Geotechnical

30. Geotechnical Plan Review - Before submittal to the City, the Project Geotechnical Consultant shall review and approve all geotechnical aspects of the project building and grading plans (i.e., site preparation and grading, building set-backs, site drainage improvements and design parameters for foundations, retaining walls and access driveway/garage) to ensure that their recommendations have been properly incorporated. The consultant shall ensure that the geotechnical design recommendations comply with the most current seismic design parameters of the California Building Code. The results of the geotechnical plan review and updated geotechnical design recommendations shall be summarized by the Project Geotechnical Consultant in a letter and submitted to the city for review and approval prior to issuance of building permits.

31. Geotechnical Field Inspection –The geotechnical consultant must inspect, test (as needed), and approve all geotechnical aspects of the project construction. The inspections must include, but not necessarily be limited to: site preparation and grading, site surface and subsurface drainage improvements, and excavations for foundations and retaining walls prior to the placement of steel and concrete. The results of these inspections and the as- built conditions of the project must be described by the geotechnical consultant in a certification letter and submitted to the City Engineer prior granting final occupancy.

Grading & Erosion Control

32. Prior to any grading or clearing being performed on-site, the owner/applicant shall submit a grading plan prepared by a California-registered Civil Engineer in accordance with City Grading Ordinance, Chapter 9, Section 3 of the City Code, with a grading permit application, for approval by the Public Works Department and Building Division. The plan must incorporate the following restrictions:

    a. All soils stockpiled on the site during construction must be covered or otherwise protected from wind and water erosion.
    b. During construction, erosion and sedimentation control plans must be implemented to retain sediments on-site.
    c. Site grading and finished construction must be designed and executed in such a manner as to avoid diverting runoff onto other properties.
    d. Restrictions and recommendation of the Geologic and Soils report as approved by the City's Geologist.

33. Grading shall neither be initiated nor continued between November 15 and April 15. Grading shall be done between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday unless otherwise specifically authorized by the Director of Public Works, or his/her designee. The Stormwater Pollution Prevention Program Best Management Practices (BMPs) for construction shall be implemented to protect water quality. The applicant must obtain a General Construction Permit from Regional Water Quality Control Board prior to beginning of grading.

34. A letter from the geotechnical consultant, shall inspect, test, as needed, and approve all geotechnical aspects of the project construction. The inspections shall include, but not necessarily be limited to site preparations and grading, site surface and subsurface drainage improvements, and excavations for foundations and retaining walls prior to the replacement of steel and concrete. The geotechnical consultant shall observe all excavations during project grading to verify anticipated

geologic conditions and to check for any apparent indications of temporary excavation instability. In addition, the geotechnical consultant shall observe installation of construction shoring measures. A final geotechnical inspection shall be performed of completed drainage improvements to verify conformance with geotechnical standards.

35. The results of these inspections as the as-built conditions of the project shall be described by the geotechnical consultant in a letter and submitted to the City Engineer for review prior to final (granting of occupancy) project approval.

36. The applicant must submit an erosion and sedimentation control plan describing Best Management Practices (BMPs) to be used to prevent soil, dirt, and debris from entering the storm drain system. The plan shall include the following items:

    a) A site plan showing the property lines, existing and proposed topography, and slopes; areas to be disturbed, locations of cut/fill and soil storage/disposal area; areas with existing vegetation to be protected; existing and proposed drainage patterns and structures; watercourses or sensitive areas on-site or immediately downstream of project; and designated construction access routes, staging areas and washout areas.

    b) Erosion and sediment controls to be used during construction, selected as appropriate from the California Regional Water Quality Control Board, San Francisco Bay Region Erosion and P.O. Box 791, Oakland, CA 94604-0791.

    c) Methods and procedures to stabilize denuded areas and install and maintain temporary erosion and sediment control continuously until permanent erosion controls have been established.

    d) Provision for preventing erosion and trapping sediment on-site, such as sediment basins or traps, earthen dikes or berms, fiber rolls, silt fence, check dams, storm drain inlet protection, soil blankets or mats, covers for soil stockpiles and/or other measures.

    e) Provisions for installing vegetative cover in disturbed areas, including areas to be seeded, planted, and/or mulched, and types of vegetation proposed.

    f) Provision for diverting on-site runoff around exposed areas and diverting off-site runoff around the project site (e.g., swales and dikes).

    g) Notes, specifications, and/or attachments describing the construction, operation and maintenance of erosion and sediment control measures, including inspection frequency; methods and schedule for grading, excavation, filling clearing of vegetation and storage and disposal of excavated or cleared

material; types of vegetative cover and mulch, including methods and schedules for planting and fertilization; and provisions for temporary and permanent irrigation.

Hazardous Materials

Hazardous Materials

37. The applicant must engage the services of a qualified hazardous materials abatement specialist to: a) Conduct a survey for hazardous materials (e.g., lead, Polychlorinated biphenyls, asbestos, mold, mercury, etc.) in the existing structures, prior to demolition; and b) remove any hazardous materials in compliance with all pertinent regulations regarding handling and disposal of these hazardous materials, including City demolition permit requirements.

38. A Health and Safety Plan (HSP) pursuant to the Occupational Health and Safety Administration Standard "Hazardous Waste Operations and Emergency Response" guidelines (29 CFR 1910.120) and the California Occupational Health and Safety Administration "Hazardous Waste Operations and Emergency Response" guidelines (CCR Title 8, Section 1592), must be submitted to the City Building Division, prior to issuance of any demolition, grading or building permits. A plan sheet must be prepared noting the requirements of the HSP as a part of the demolition, grading and building permit submittal.

39. Prior to issuance of grading or building permits, the applicant shall submit a site access control plan, which at minimum shall include perimeter fencing, the closing and locking of gates during non-construction hours, and the posting of "no trespassing" signs in prominent locations that are visible to the general public. Said plan shall be implemented prior to the occurrence of any onsite grading work.

40. A qualified environmental consultant (as identified in the project GMP) and a licensed contractor with a Hazardous Substance Removal Certification from the State of California must be on site during demolition, grading and trenching activities to oversee operations. This requirement must be noted on the plans approved for demolition, grading and construction. No permits will be issued in absence of noting and fulfilling this requirement.

41. The Project site must be posted with a sign on all sides identifying the name and telephone number of the project sponsor and environmental consultant. Contact

information will be provided for the public to report visible dust so that fugitive dust can be promptly addressed. The contact information will allow for a "visible dust alert" hotline that is monitored by the responsible person (or designee) during construction hours and allows for voice messaging at all other times.

42. A schedule of the anticipated demolition, grading and construction operations must be prepared that identifies the types of activities and duration of the activities on the Project site. The Project sponsor shall mail the schedule to the owners and occupants of property within a 300-foot radius of the Project site no less than two weeks prior to the start of demolition, grading or construction. Proof of mailing shall be provided to the Planning Division. The schedule shall be posted on the jobsite visible from all four sides of the project site.

Fire Hazards

During Construction Phase

43. Egress – The applicant shall maintain required egress for all adjacent buildings/properties.

44. Standpipes – For projects that require standpipes by California Fire Code Section 905.3.1, the applicant shall provide not less than one standpipe for use during construction or demolition.

45. Barricades Across Emergency Access Roads – Prior to the installation or use of barricades, fences, or gates across emergency vehicle access roads during construction, the applicant submit plans to the Fire Plan Checker subject to the review and approval of the Fire Marshal or his/her designee.
46. Address Numbers – The applicant shall post temporary address numbers on each building at the project site that must be easily visible from the street or fire access road.

47. Demolition – The applicant shall comply with the California Fire Code Chapter 33 during all phases of construction of the project.

Prior to Building Permit for Demo, Shoring

48. Fire Flow – The applicant shall provide fire flow information to the Fire Plan Checker, which is subject to the review and approval of the Fire Marshal or his/her designee.

49. Water Supply – All city/district owned water systems and on-site water systems shall be looped with two points of connection to the satisfaction of the City Engineer or his/her designee. The systems shall meet the requirements of State Department of Health Services, City's Public Works Department, and the Fire Marshal. The water supply information shall be submitted to the Fire Marshal or his/her designee for review and approval.

50. Remote Power Disconnect – The plans shall show a key switch/shunt trip to disconnect the building electrical power and/or solar photovoltaic system by Fire Department personnel. The key switch/shunt trip location(s) shall be subject to the review and approval of the Fire Marshal or his/her designee.

Prior to Building Permit for Superstructure

51. Fire Department Submittals – The applicant shall submit all plans involving fire systems (including but not limited to fire sprinklers, fire hydrants, and fire alarms) in conjunction with the superstructure building permit plans to the Fire Department. The plans are subject to review and approval by the Fire Marshal or his/her designee.

52. Code Conformance – The applicant shall indicate on all building permit plans that all construction shall meet current code standards at the time of building permit submittal. The building permit plans are subject to review and approval by the Fire Marshal or his/her designee.

53. Fire Control Room – The plans shall show a fire control room with direct access from the exterior of the building subject to the requirements listed in the Fire Department's local Ordinance and subject to the review and approval of the Fire Marshal or his/her designee.

54. Roadway Load Capacity and Design – The applicant shall submit a letter from a certified soils or geotechnical engineer stating the final roadway is able to support a load of 68,000 pounds. The letter shall be submitted to the Fire Marshal or his/her designee for review and approval prior to the Fire Final Inspection

55. Hazardous Materials - A master building wide Hazardous Materials Inventory Statement (HMIS) and a tenant HMIS shall be kept on file with the building management for the lifetime of the use. The building management shall manage all tenant HMIS documents against the Master HMIS such that the total quantity of hazardous materials shall not exceed the Maximum Area Quantities (MAQ's) as defined by the HMIS and CFC Chapter 50. This project shall update their fire sprinkler design density to an Extra Hazard class to 0.4/3,000 square-feet.

Prior to Final Inspection

56. Emergency Responder Radio Coverage – An Emergency Responder Radio Coverage system may be required for this project. Testing shall occur during construction due to circuit protection requirements that will affect building design. The applicant shall provide a third-party testing grid report to the Fire Department subject to the review and approval by the Fire Marshal or his/her designee prior to the Fire Final Inspection.

57. Prior to application for a Fire Sprinkler Permit, the applicant shall submit plans to the Mid- Peninsula Water District (MPWD) for their review and approval. Contact MPWD at 650-591- 8941 to coordinate review of the project.

58. Fire inspections are available Monday through Friday, 8:00 am to 4:00 pm. Call 650-522- 7940 a minimum of 48 hours in advance to place your inspection request.

59. In accordance with the Municipal Regional Storm water Permit (MRP), no fire sprinkler system drain shall discharge into any Storm Drain System. The system shall discharge to either a landscape area large enough to contain the outflow, or to the Sanitary Sewer by means of an indirect connection. Discharge to the Sanitary Sewer requires a Discharge Permit from Public Works. Indicate the location of the Fire Sprinkler System drain on plans submitted for a building permit.

Airport Hazards

60. A Notice of Actual Construction or Alteration must be e-filed any time the project is abandoned or within 5 days after the construction reaches its greatest height.

61. If lighting or marking is installed, it is recommended to be installed in accordance with FAA Advisory circular 70/7460-1 L.

62. Prior to issuance of a building permit, the project sponsor shall file Form 7460-1 with the FAA and provide to the City of Belmont a non-expired FAA “Determination of No Hazard” for each structure.

Other Agency Permits

63. Construction activity resulting in a land disturbance of one acre or more, or less than

one acre but part of a larger development shall obtain the Construction Activities Storm Water General Permit (General Permit) from the State Water Quality Control Board (http://www.scrcb.ca.gov/stormwtr/construction.html or (916) 341-5537). The State requires a completed Notice of Intent to comply (NOI) package and a Storm Water Pollution Prevention Plan (SWPPP) prepared in accordance with Section A of the General Permit prior to the commencement of soil disturbing activities. The State will issue a Waste Discharge Identification (WDID) number within 10 business days after it receives a complete NOI package (original signed NOI, vicinity map, and check). Applicant shall also submit copies of the NOI and SWPPP to the City for review and approval. Throughout the project life, the SWPPP shall be revised as necessary to accommodate site changes during to construction.

64. Verify location of utility meters, valves, back flow preventers, and hydrants with appropriate utility company. Show relationship of each to site improvements, such as retaining walls.

Hydrology & Water Quality

Hydrology & Water Quality

65. Prior to issuance of a building permit, the applicant shall submit an updated C.3 and C.6 Development Review Checklist, Special Projects Worksheet F documenting the LID treatment reduction credit, a narrative of LID Feasibility/Infeasibility and a Storm Water Treatment Plan showing a minimum of 27% LID treatment is incorporated into the storm water treatment design as shown on the City approved Preliminary Stormwater Management Plan prepared by BKF for review and approval by the City Engineer.

66. All plans shall conform to the requirements of the City NPDES stormwater discharge permit and the San Mateo Countywide Stormwater Pollution Prevention Program (STOPPP). The project plans shall include permanent storm water quality protection measures. The project plans shall identify Best Management Practices (BMPs) appropriate to the uses to be conducted on-site to effectively prohibit the discharge of pollutants with storm water run- off. A Storm Water Treatment Facilities Operation and Maintenance Agreement shall be prepared by the applicant incorporating the conditions of this section. The applicant shall execute the Agreement with the Director of Public Works or designee. The Agreement shall outline the continuous operation and maintenance (O&M) plan for the permanent storm water treatment facilities including irrigation and landscape maintenance of Green Infrastructure elements constructed in the public right-of-way and shall be

recorded with the County Recorder's Office. This Agreement shall be executed prior to the first occupancy of the building.

67. Grading shall be performed in accordance with the City Grading Ordinance, Chapter 9 of the City Code. Soil or other construction materials shall not be stockpiled in the public right- of-way unless an encroachment permit is obtained from the Public Works Department. Grading shall neither be initiated nor continued between November 15 and April 15. Grading shall be done between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday unless otherwise specifically authorized by the Director of Public Works. The Stormwater Pollution Prevention Program Best Management Practices (BMPs) for construction shall be implemented to protect water quality.

Construction - BMPs

68. Prior to issuance of Grading or Building Permits, the applicant must submit an erosion and sedimentation control plan describing Best Management Practices (BMPs) to be used to prevent soil, dirt, and debris from entering the storm drain system. The plan shall include the following items:

    a) A site plan showing the property lines, existing and proposed topography, and slopes; areas to be disturbed, locations of cut/fill and soil storage/disposal area; areas with existing vegetation to be protected; existing and proposed drainage patterns and structures; watercourses or sensitive areas on-site or immediately downstream of project; and designated construction access routes, staging areas and washout areas.

    b) Erosion and sediment controls to be used during construction, selected as appropriate from the California Regional Water Quality Control Board, San Francisco Bay Region Erosion and P.O. Box 791, Oakland, CA 94604-0791.

    c) Methods and procedures to stabilize denuded areas and install and maintain temporary erosion and sediment control continuously until permanent erosion controls have been established.

    d) Provision for preventing erosion and trapping sediment on-site, such as sediment basins or traps, earthen dikes or berms, fiber rolls, silt fence, check dams, storm drain inlet protection, soil blankets or mats, covers for soil stock piles and/or other measures.

    e) Provisions for installing vegetative cover in disturbed areas, including areas to be seeded, planted, and/or mulched, and types of vegetation proposed.

    f) Provision for diverting on-site runoff around exposed areas and diverting off-

site runoff around the project site (e.g., swales and dikes).

g) Notes, specifications, and/or attachments describing the construction, operation and maintenance of erosion and sediment control measures, including inspection frequency; methods and schedule for grading, excavation, filling clearing of vegetation and storage and disposal of excavated or cleared material; types of vegetative cover and mulch, including methods and schedules for planting and fertilization; and provisions for temporary and permanent irrigation.

69. During grading and building operations, the owner/applicant shall ensure that applicable Best Management Practices (BMPs) from the San Mateo Countywide Stormwater Pollution Prevention Program (STOPPP) are followed to prevent discharge of soil or any construction material into the gutter, stormdrain system or creek.

70. The owner/applicant shall ensure that all construction personnel follow standard BMPs for stormwater quality protection during construction of project. These includes, but are not limited to, the following:

a) Store, handle and dispose of construction materials and wastes properly, so as to prevent their contact with stormwater.

b) Control and prevent the discharge of all potential pollutants, including solid wastes, paints, concrete, petroleum products, chemicals, wash water or sediment, and non- stormwater discharges to storm drains and watercourses.

c) Use sediment controls, filtration, or settling to remove sediment from dewatering effluent.

d) Do not clean, fuel, or maintain vehicles on-site, except in a designated area in which runoff is contained and treated.

e) Delineate clearing limits, easements, setbacks, sensitive or critical areas, buffer zones, trees, and drainage courses with field markers or fencing.

f) Protect adjacent properties and undisturbed areas from construction impacts using vegetative buffer strips, sediment barriers or filters, dikes, mulching or other measures as appropriate.

g) Perform clearing and earth moving activities only during dry weather (April 15 through November 14).

h) Limit and time applications of pesticides and fertilizers to prevent polluted runoff

i) Limit construction access routes and stabilize designated access points.

j) Do not track dirt or other materials off-site; clean off-site paved areas and sidewalks using dry sweeping methods.

71. If construction is not complete by the start of the wet season (November 15 through April 15), prior to November 15 the developer shall implement a winterization program to minimize the potential for erosion and sedimentation. As appropriate to the site and status of construction, disturbed soils through temporary or permanent seeding, mulching, matting, tarping or other winterization requirements shall include inspecting/maintaining/cleaning all soil erosion and sedimentation controls prior to, during, and immediately after each storm event; stabilizing physical means; rocking unpaved vehicle access to limit dispersion of mud onto public right-of- way; covering/tarping stored construction materials, fuels, and other chemicals. Plans to include proposed measures to prevent erosion and polluted runoff from all site conditions. As site conditions warrant, the Public Works Department may direct the developer to implement additional winterization requirements.

Operational – BMPs

72. All plans shall conform to the requirements of the City NPDES Stormwater Discharge Permit and the San Mateo Stormwater Pollution Prevention Plan (STOPPP). The project plans shall include permanent storm water quality protection measures. The project plans shall identify BMPs appropriate to the uses to be conducted on-site to effectively prohibit the discharge of pollutants with storm water run-off. A Maintenance and Operation Agreement shall be prepared by applicant incorporating the conditions of this section.

73. The property owner shall install, operate, and maintain all permanent stormwater quality protection measures included in the approved project plan using qualified personnel. The property owner/applicant must keep a maintenance and inspection schedule and record to ensure that the treatment control measures continue to operate effectively for the life of the project. Records must be provided to the Public Works Department, on an annual basis, on or before June 30 of each year.

74. A Maintenance Plan for every stormwater treatment control, and/or Hydro Modification 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 prior to issuance of a grading permit. A copy of the final, approved Maintenance Plan(s) shall be made a part of the Maintenance Agreement. A copy of the final approved Maintenance Plan(s) shall also be on file with the Public Works Department.

75. The developer shall provide to the first occupants/tenants practical information materials (as furnished by the City) on good housekeeping for hazardous products, proper use and disposal of hazardous products, and prohibited discharge practices.

76. Efficient irrigation systems shall be used throughout all landscaped areas in accordance with the Model Water Efficient Landscape Ordinance.

77. All landscaping shall be maintained and shall be designed with efficient irrigation systems to reduce runoff, promote surface filtration, and minimize the use of fertilizers, herbicides and pesticides.

78. The property owner/association shall implement a trash management and litter control program including emptying trash receptacles in common areas, noting trash disposal violations by homeowners or business, and notifying violators.

79. The phrase "No Dumping-Drains to Bay" or equal phrase shall be labeled on new storm drain inlets by stenciling, branding, plaque or casting.

80. The property owner shall install trash capture devices in storm drain systems that lead directly to the off-site storm drain system or outfall. Devices shall be approved by the Director of Public Works or designee. Trash capture devices are required on site consistent with the State Water Resources Control Board definition of Full Capture System. All on-site trash capture devices shall be cleaned routinely and maintained by the Owner per the Stormwater Treatment Facilities Maintenance Agreement.

81. All on-site drain facilities must be inspected twice a year and cleaned immediately prior to the rainy season (prior to October 15) and once again during the rainy season. Results of inspection and cleaning shall be reported to the Public Works Department on an annual basis on or before June 30 of each year.

82. Streets and parking lots must be swept immediately prior to and once during the storm season. Records of street cleaning shall be reported to the Public Works Department on an annual basis on or before June 30 of each year.

83. Trash enclosures and dumpster areas shall be identified in the plans prior to building permit issuance and shall be covered, fully closed on three sides, install an impervious floor, install drains, and shall comply with NPDES requirements. Drains within the trash enclosure will be connected to the sanitary sewer system.

84. No wastewater (including equipment cleaning wash water, vehicle wash water, cooling water, air conditioner condensate, and floor cleaning wash water) shall be

discharged to the storm drain system, the street or gutter.

85. Interior level parking garage floor drains, and any other interior floor drains, shall be connected to the sanitary sewer system, subject to the local sanitary sewer agency's authority and standards. A permit is required for discharge to the sanitary sewer.

86. 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, subject to the local sanitary sewer agency's authority and standards.

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

88. The developer shall provide to the first occupants/tenants practical information materials (as furnished by the City) on good housekeeping for hazardous products, proper use and disposal of hazardous products, and prohibited discharge practices.

89. The property owner/association shall implement a trash management and litter control program including emptying trash receptacles in common areas, noting trash disposal violations by homeowners or business, and notifying violators.

90. Outdoor storage areas for oils, fuels, solvents, coolants, and other chemicals shall be designed to provide secondary containment such as berms and roof covers. Process equipment sited outdoors shall be placed on an impermeable surface and covered. Property owners/associations shall implement a regular program of sweeping and litter control at these sites.

91. Fire sprinkler test water shall be discharged to onsite vegetated areas, or, alternatively shall be discharged to the sanitary sewer system, subject to the local sanitary sewer agency's authority and standards.
92. Air conditioning condensate shall drain to landscaping or alternatively may be connected to the sanitary sewer system, subject to the local sanitary sewer agency's authority and standards.

Noise and Vibration

Noise

Construction

93. Noise Control Plan. The applicant must prepare and implement a noise control plan. Said plan must incorporate the noise reduction measures identified in the Noise and Vibration study prepared for the project, and the City standard construction noise COAs required for all projects.

94. Noise Coordinator. Prior to construction activities, the project applicant or contactor shall designate a "Construction Noise Coordinator" who would be responsible for responding to any local complaints about construction noise. The Construction Noise Coordinator shall determine the cause of the complaint and shall require that reasonable measures warranted to correct the problem be implemented. The telephone number for the Construction Noise Coordinator must be conspicuously posted at the construction site. Prior to construction activities, the project applicant or contactor shall notify adjacent residents of the construction schedule in writing and provide them with the contact information of the Construction Noise Coordinator.

95. Notice. The applicant shall notify property owners within 300 feet of the project site two weeks prior to the initiation of construction activities on site. A schedule of construction activities, contact phone number for the Noise Coordinator, and a copy of the noise control plan shall be included with this notice.

96. Grading & Building Noise. The applicant must ensure that the following preventative and monitoring measures are enforced during grading and building operations:

    a) Limit construction activity to the hours listed in the City Noise Ordinance. (8:00 am to 5:00 pm on weekdays, 10:00 am to 5:00 pm on Saturdays, no construction activity on Sundays and holidays). Exceptions to these hours may be approved by the Building Official though the standard City process.

    b) Schedule highest noise-generating activity and construction activity away from noise- sensitive land uses.

    c) Equip internal combustion engine-driven equipment with original factory (or equivalent) intake and exhaust mufflers which are maintained in good condition.

    d) Prohibit and post signs prohibiting unnecessary idling of internal combustion engines.

    e) Locate all stationary noise-generating equipment such as air compressors and portable generators as far as practicable from noise-sensitive land uses.

    f) Utilize "quiet" air compressors and other stationary equipment where feasible and available.

97. Noise Barrier Standards. When noise barriers are required or proposed, their design and placement must be reviewed and approved by the project noise consultant, prior to issuance of grading or building permits. These barriers must be installed prior to grading and excavation activities, and must be inspected by the project noise consultant to ensure that it has been properly constructed/installed. The barrier must remain in place for the duration of grading and excavation activities, unless approved for removal by the noise consultant to allow work at that location.
98. Engine Noise. Prior to issuance of grading or building permits, the applicant must demonstrate that a condition of contract of all contractors and subcontractors requires the use of internal combustion engine-driven equipment with original factory (or equivalent) intake and exhaust mufflers, which are maintained in good condition.

99. Equipment Noise. Prior to issuance of grading or building permits, the applicant must demonstrate that a condition of contract of all contractors and subcontractors requires the use of "quiet" air compressors and other stationary equipment. If the applicant demonstrates that the use of quiet air compressors and other stationary equipment is not feasible, moveable sound barriers or portable sound huts must be used for noise mitigation.

Operation

100. The Project Noise Consultant shall conduct an acoustic analysis of all mechanical and HVAC equipment proposed with the final building permit plans. The results of the analysis and design recommendations to ensure compliance with the City's Noise Ordinance shall be summarized by the Consultant in a letter submitted with the building permit plans. The consultant's recommendations shall be incorporated into the building plans, prior to issuance of a building permit.

Interior Noise

101. Noise Impacted locations. All new development that would be exposed to noise greater than the "normally acceptable" noise level range, and residential and other noise-sensitive land uses within the 65 dB contours, as shown in [BVSP] Figure 6-6d are required to reduce interior noise through design, sound insulation, or other measures to achieve an interior noise level of not more than 45 dBA. At minimum, the following is required:

    g) A detailed acoustical analysis of the project must be completed by a qualified acoustical consultant to define the measures required such that the interior noise level requirements are satisfied.

h) Prior to issuance of a Building Permit, the project noise consultant must certify in writing that the submitted Building Plans include all required noise reduction recommendations specified in the detailed acoustical analysis (i.e., construction methods, increased insulation, noise baffling, etc.) to reduce interior noise levels below the City and State level of 45 dB.

Construction Vibration

102. After obtaining permission from the subject property owners, the applicant must conduct preconstruction photo surveys of foundation/building wall cracks in adjacent structures, and install vibration monitors at any sensitive receptor sites identified in the project Vibration Assessment. The applicant must submit a copy of the photo survey and written confirmation from the Project Acoustic Consultant to the Planning and Building Departments that all required monitors have been installed and inspected, and that they meet the consultant's specifications, prior to issuance of grading or building permits.

103. The applicant must designate a person responsible for registering and investigating claims of excessive vibration. The contact information of such person shall be clearly posted on the construction site.

104. Neighboring property owners within 300 feet of the project site must be noticed of the construction activities and construction schedule (including estimated dates of various construction phases) at least two weeks prior to the start of construction.

105. The applicant must ensure that the preventative and monitoring measures identified in the Vibration Assessment are enforced during grading and building operations. The applicant must demonstrate that all project construction personnel have been made aware of these measures, prior to issuance of a grading or building permits. On-site identification of any buffer distances between construction (i.e., vibratory rollers, excavators, backhoes, etc.) and adjacent structures that are specified in the Vibration Assessment must occur prior to grading operations.

106. Vibration monitors shall be placed at the sensitive receptors to monitor construction activities and make sure the project thresholds are met. Real-time alerts must be sent to the Contractor in case of near threshold vibration levels or in case of threshold exceedances. In case of exceedances, work must stop, and the source of the exceedance must be identified, and the required mitigation measure should be incorporated.

107. Building structures near the project must be periodically checked for cracks, and any cracks must be monitored. If minor cracks are reported or existing cracks propagate, vibration project action levels must be restricted.

108. Whenever possible, construction or equipment activity generating relatively high levels of vibration must not occur at the same time and shall be spaced as far apart in time as possible from one another. In general, the most severe activities must be reserved for the middle of the day (noon). If activities must occur simultaneously, they shall be performed as far away from one-another as possible within the construction zone.

109. All deliveries of material and equipment must occur during daytime hours, including queueing of construction vehicles outside the site. Vehicles delivering materials and equipment must be operated in strict conformance with regulations established by the United States Department of Transportation and all State and Local requirements. All materials and equipment must be stored on-site and within the confines of the construction barricades.

110. Stationary and portable construction equipment must be located at positions where the noise/vibration impact to nearby noise/vibration-sensitive receptors is minimal. At times where the equipment cannot be positioned at a minimal noise/vibration impacting location, mitigation devices shall be implemented, as determined by the Project Acoustic Consultant or designated Vibration Monitor.

111. After construction activities are complete, the applicant must conduct a post-construction photo survey of previously surveyed buildings for foundation /building wall cracks. The post construction survey, and a summary letter of any resulting actions taken (repairs or restitutions) must be provided to the Community Development Department, prior to final building permit inspection.

Transportation and Traffic

TDM

112. The applicant shall demonstrate compliance with both the County of San Mateo (C/CAG) and the City of Belmont's Transportation Demand Management (TDM) programs through implementation of an approved TDM Plan. The Director of Public Works (PW) or his/her designee shall determine whether the TDM plan prepared by Hexagon Transportation Consultants, Inc and dated November 21, 2025 satisfies C/CAG's and the City's requirements and may require the preparation of an updated

TDM plan. The applicant shall submit an annual TDM compliance report and pay a TDM review fee, as specified in the City's Master Fee Schedule. In addition, the following is required:

a) The Applicant, using the adopted TDM program, shall provide a tally of how many points and under which categories the project will be achieving TDM measures.

b) The Applicant shall implement the TDM measures identified in the final approved Traffic Impact Analysis. The applicant shall submit an annual TDM compliance report and pay a TDM review fee, as specified in the City's Master Fee Schedule.

c) The TDM program shall be evaluated annually to assess the actual level of trip reduction achieved at the site and to identify any adjustments to the program necessary to ensure the TDM measures are successful. Consistent with common traffic engineering data collection principles, trip generation shall be monitored annually by means of AM and PM commute hour driveway counts. The counts shall be conducted between 7:00 AM and 9:00 AM and between 4:00 PM and 6:00 PM one day per year on a typical weekday (Tuesday, Wednesday, or Thursday) during the fall when school is in session. Mechanical tube counts, hand counts, or video counts may be used. The peak 60-minute period should be calculated for each two-hour traffic count period.

d) An annual worker survey should be conducted to determine transportation mode choice (i.e., drive alone, carpool, bus, Caltrain, etc.). The site TDM coordinator shall work with an independent consultant to obtain traffic count data, implement the annual commuter surveys and document the results in a TDM monitoring report.

e) The annual monitoring report shall be submitted to the Public Works Director or citywide TMA by the TDM coordinator. The data shall be reviewed by the City to assess whether the goal of a 15% trip reduction is being met.

f) In addition to the annual monitoring reports, a five-year review shall be conducted to evaluate the overall effectiveness of the TDM measures. If the city determines that the trip reduction goal is not being achieved, additional TDM measures may be implemented. Modifications to the TDM plan may include additional programs or services listed in the City of Belmont's TDM program or otherwise available for achieving vehicle trip reductions.

g) The annual TDM monitoring report shall describe any planned modifications to the TDM program intended to ensure compliance with the trip reduction targets established for this project.

Construction Traffic

113. Prior to issuance of a building or grading permit, the Applicant shall prepare a construction management plan (CMP) for review and approval by the Public Works Department in consultation with the Community Development Department and Police Department. For properties located at or in close proximity to the City borders, the plan shall be routed to adjacent jurisdictions. The CMP shall include a response to construction-related conditions and requirements identified by reviewing City departments, and outside agencies for inclusion in the Plan. The plan shall include at least the following items:

h) Schedule

A project construction schedule shall be provided that includes the approximate date and expected time frame for each stage of construction. At minimum, the schedule shall include:

- Excavation & Shoring (as applicable)
- Below Grade & Foundation Construction
- Above Grade Construction & Framing
- Exterior & Interior Finish Work
- Public Frontage Improvements
- Offsite & Utility Improvements

i) Site & Logistics Plan

Site and logistics plan(s) shall be provided for each phase of project construction. Said plan(s) shall include:

- Location of Construction Fencing & Access Control for The Site
- Proposed Circulation Pattern, including Access & Egress, for Each Phase of Construction
- Location of Dewatering Tanks, Construction Trailer, Temporary Power Pole, & Restrooms
- Erosion & Dust Control Plans
- Security & Lighting Plans
- Location of Construction Staging Areas for Materials, Equipment, & Vehicles
- Crane Plane (Location, Height, & Radius), as applicable
- Construction Worker Parking

j) Traffic Control Plan

Routes for construction-related traffic (hauling, deliveries, works, etc.) shall be identified in consultation with the Public Works Department. Grading, hauling, and construction delivery traffic shall be timed to avoid peak hour school and work commute traffic. The CMP shall identify the maximum size of construction equipment/trucks during construction, expected temporary street closure, the use of flag personnel during construction, and the location of construction worker parking/car-pooling. Comprehensive traffic control measures shall be identified, including: any required detour signage, lane closures, and sidewalk closures. A 24 Hour Written notice must be given to the Public Works and Police Departments prior to lane closures. Trained flag persons shall be positioned at both ends of blocked traffic lanes to ensure safe movement of vehicles, and pedestrians. The proposed traffic control plan may require review by a traffic engineer, to ensure an adequate intersection/driveway turning radius would be provided for large vehicles, and/or when other large projects are in construction at the same time.

k) Noticing

The CMP shall include notice to property owners within 300 feet of the project site two weeks prior to grading, and identification of haul route(s) and staging area for the project. The notice shall also include a process for responding to, and tracking, complaints pertaining to construction activity, including identification of an on-site complaint manager. 24-hour advance written notice shall also be provided to adjacent property owners, adjacent businesses, and Public Works and Police Department personnel prior to all major deliveries, detours, and lane closures.

l) Road Conditions

Documentation of road pavement conditions shall be provided to the Public Works Department for all routes that will be used by construction vehicles, both before and after project construction. Roads found to have been damaged by construction vehicles shall be repaired as required by current City pavement restoration standards, or as otherwise directed by the City Engineer.

m) Response to CMP Conditions

A response shall be provided to CMP conditions from other City departments, and outside agencies.

<u>Encroachment Permits</u>

114. The property owner/applicant shall apply for and obtain temporary encroachment permits from the Public Works Department for work in the City public right-of-way, easements or property in which the City holds an interest, including driveway, sidewalk, sewer connections, sewer clean-outs, curb drains, storm drain connections, placement of a debris box, etc.

115. The property owner/applicant shall apply for and obtain a permanent encroachment agreement (PEA) from the Public Works Department, with approval by the City Council, for a structure, retaining wall, awning, or other features constructed in the public right-of-way, easement or on property in which the City holds an interest. This PEA shall be recorded with the San Mateo County Recorder's office prior to project construction.

Emergency Access

116. Street widening, improvements, and dedications shall be in accordance with City Standards and specifications as required by the Public Works Department.

117. Streets, sidewalks and curbs in need of repair within and bordering the project shall be repaired and/or removed and replaced in accordance with the Public Works Department approved standards. Photographs or video of before condition are recommended.

118. A commercial driveway approach shall be installed in accordance with the Public Works Department approved standards.

Utilities

Stormwater

119. The owner/applicant shall analyze the existing storm drain system from the property boundary to the outfall unless the Director of Public Works, or his/her designee authorizes a less stringent analysis. On-site and off-site drainage facilities such as catch basins and storm drain pipes shall be designed to collect runoff from a storm of 10-year return frequency. Should any deficiency in this system be found that would be affected by increased runoff from the project site, the owner/applicant shall improve the downstream system or contribute a proportionate share of the cost for improvements as determined by the Public Works Department.

Sewer

120. The owner/applicant shall analyze the existing sewer system from the property boundary to the nearest pump station or main trunk line to determine its capacity to handle increased sewer flows from this development unless the Director of Public Works, or his/her designee authorizes a less stringent analysis. Should any deficiency in this system be found, the owner/applicant shall improve the downstream system or contribute a proportionate share of the cost for improvements as determined by the Public Works Department.

121. Applicant shall install the sanitary sewer connection in accordance with Public Works Department approved standards and pay the applicable sewer connection fee. Sanitary sewer to include a back flow prevention device.

Solid Waste

123. A letter shall be provided from the Recology stating that service is available to the project as designed. Public Works will review the proposed service for impacts to the right-of-way.

C. Project Specific Conditions of Approval

Planning Division

1. The Conceptual Development Plan (CDP), as approved by Resolution NO. ____ adopted by the City Council on _____, 2026, shall govern the land use and design standards for the planned development.

2. The Detailed Development Plan (DDP) shall be consistent with the CDP and shall identify all structures, parking areas, grades, and landscaping.

3. All future Detailed Development Plan (DDP) application submittals shall include all application submittal materials as required by the Planning Department at time of application submittal and in addition, shall also include a detailed phasing plan to address both the scope of the submitted DDP application(s) and any future improvements not yet constructed as specified in these Conditions of Approval.

4. Any requested modifications to the approved CDP, shall be referred to the Planning Commission and City Council for consideration of an amendment to the approved CDP, pursuant to Belmont Zoning Ordinance (BZO) Section 12.3.2.

6. Any amendments to the DDP and all future DDPs shall be compliant with the California Environmental Quality Act.

7. All mitigation measures included in the Mitigation Monitoring and Reporting Program (MMRP), as approved by Resolution NO. ____ adopted by the City Council on _____, 2026, and incorporated herein, shall be implemented and are a part of these conditions of approval.

8. All future DDP applications shall implement all applicable Mitigation Measures identified in the most current certified Environmental Impact Report for the City of Belmont for an adopted General Plan and any other applicable planning document.

9. The Building Permit Plans shall be consistent with the DDP and the CDP as approved by Resolution NO. ____ adopted by the City Council on____, date stamped _____, 2026.

10. A master sign program is required for the project and must be approved by the Planning Commission prior to the installation of any signage.

11. All future Detailed Development Plan (DDP) applications shall demonstrate compliance with the adopted General Plan, Belmont City Code, Belmont Zoning Ordinance, and any other applicable, adopted City plan and/or program effective at the time of formal application submittal, to the satisfaction of the Community Development Director.

12. Prior to operation of any facility at biosafety level three (BSL-3), the building occupant(s) shall obtain an administrative permit for BSL-3 operations from the City which shall be approved by the City Manager or their designee. The applicant shall satisfy any City requirement for BSL-3 operations in place at the application submittal, which may include, and shall not be limited to, the certification by a third party that the construction and operations of facilities and process meet necessary federal and state requirements and guidelines.

Building Division

13. All Building Plan submittals shall comply with the California Code of Regulations and all local ordinances in effect at the time of permit submittal, to the satisfaction of the Chief Building Official, prior to any permit issuance.

14. The project is subject to an engineered retaining wall design requirement.

15. Plans shall show the location of all transformers, fire standpipes, and back flow preventers.

16. A separate application and permit are required for the installation or alteration of any Automatic Fire Extinguishing System. The application shall be made by either a Registered Engineer or by the Licensed Fire Sprinkler Contractor who will be performing the work. This application shall include any Fixed Fire Protection System. A valid Permit and Approved Plans shall be at the jobsite at all times.

17. A separate application and permit are required for the installation or alteration of any Fire Alarm, or Water-flow Monitoring System. This application shall include the interconnection of any Fixed Fire Protection System to an Alarm System where provided. A valid Permit and Approved Plans shall be at the jobsite at all times.

18. Grading and Drainage - Roof leaders and site drainage shall be directed to a vegetated area onsite or the City stormwater drainage system. A dissipator box or other energy reduction method shall be used.

19. If PG&E is requiring the developer to put in the gas and/or electrical connection, then the developer must submit plans for the encroachment to the Department to Public Works.

20. The applicant shall post hours of operation and phone numbers for noise complaints.

21. After the City permits are approved but before beginning construction, the owner/applicant shall hold a preconstruction conference with Building and Public Works Department staff and other interested parties. The developer shall arrange for the attendance of the construction manager, contractor, and all subcontractors who are responsible for grading and erosion and sedimentation protection controls.

22. Hardcopy plans shall be available in project trailer/office for marking each day, the completed inspections at the end of the project, the plans shall be copied by the developer and the developer shall provide a file to the Building Division for the electronic storage of the inspection record.

23. Applicant shall obtain all department final signatures before requesting a Building Division final signature.

Police Department

24. All activities shall be subject to the requirements of the Belmont Noise Ordinance.

25. No debris boxes or building materials shall be stored on the street.

26. Flag person(s) shall be required for closures.

27. A 24-hour written notice to and approval from the Police Department is required before any lane closure. (Contact PD Traffic Unit or Watch Commander for approvals.)

28. No parking of construction/employee vehicles is permitted in the roadway.

29. Any lane/road closures must only be conducted during non-commute hours (9am-3pm).

30. A signage plan is required for closures/detours this plan must be approved by the PD Traffic Unit.

31. Any burglar alarm shall be registered with the PD per BCC 18-50 et. seq.

32. The applicant shall provide a security plan to the Police Department plan for the construction period, prior to issuance of a building permit. Said plan shall, at minimum, include: lighting, surveillance, physical security of property, and securing of any tools, equipment and/or materials left on site. The Police Department shall also be provided 24-hour emergency contact information for the contractor and owner. Route emergency contact information to PD Attn: Sgt. Thompson or email to mthompson@belmont.gov.

33. No Trespassing signs, per 602 PC, required to be posted around property to discourage unauthorized entry and aid in criminal prosecutions for trespassing/theft.

34. A minimum roadway width of 12' must be maintained at all times for emergency access.

35. The property address must be clearly posted at all times during and after construction, visible and legible from entire roadway frontage(s).

36. Ensure PD has access to any secured emergency access easements/gates/pathways.

Public Works Department

37. Prior to issuance of a Certificate of Occupancy or Final Inspection, whichever occurs first, the applicant shall pay $17,670 (9.3% fair share towards the estimated $190,000 cost of improvements identified in the applicant's Transportation Impact Analysis) in fair share fees to the City of Redwood City toward the cost of the following improvements within the jurisdiction of Redwood City: 1) Eastbound left turning lane extension by 50 feet on Holly Street at its intersection with Shoreway Road, 2) Change Shoreway Road southbound right-turn control from permitted to permitted + overlap, 3) Require signal equipment modifications, and 4) Eliminate eastbound left-turn U-turns, which have low demand.

38. Prior to issuance of a Certificate of Occupancy or Final Inspection, whichever occurs first, the applicant shall pay $2,001 (8.7% fair share contribution as identified in the Applicant's Transportation Impact Analysis) towards the estimated $23,000 cost of the following improvements: 1) Convert two exclusive left-turn lane and one shared left/through lane; 2) Convert the shared through/right-turn lane into a right turn lane. This fee is part of the aforementioned Traffic Impact Fee (TIF) and shall not be collected in addition to the TIF.

39. Prior to issuance of a Certificate of Occupancy or Final Inspection, whichever occurs first, the applicant shall pay $185,000 (37% fair share contribution as identified in the applicant's Transportation Impact Analysis) towards the estimated $500,000 cost of installing the traffic signal at the intersection of Elmer Street and Ralston Avenue, as identified in the Ralston Avenue Corridor Study Plan. This fee is part of the aforementioned Traffic Impact Fee (TIF) and shall not be collected in addition to the TIF.

40. The City may establish a Transportation Management Association (TMA) to include the area of this project. If such a TMA is established, this project is required to participate in the TMA, including annual payment of membership dues. The TMA will develop TDM measures and make them available to both existing and future development within the TMA area. If the TMA is established at the time, payment shall be made prior to issuance of the first building permit.

41. Slurry seal the entirety of Sem Lane per City of Belmont standards prior to

certificate of occupancy or final inspection, whichever comes first unless the Director of Public Works, or his/her designee authorizes a lesser roadway improvement. The work shall be shown on the building permit plans.

42. Grind and Overlay the entire width of Shoreway Road fronting the project area per City of Belmont standards prior to certificate of occupancy or final inspection, whichever comes first unless the Director of Public Works, or his/her designee authorizes a lesser roadway improvement. The work shall be shown on the building permit plans.

43. The approved Detailed Development Plan show the necessary offsite improvements adjacent to the project site, from the terminus point of the existing sidewalk, curb and gutter along Shoreway Road and Sem Lane. These improvements include removal, replacement, and construction of the existing curbs, gutter, sidewalk, driveways, asphalt pavement, and retaining walls. Detailed engineering plans including but not limited to frontage conformance and design shall be shown on Building Permit plans.

44. The approved Detailed Development Plan show relocation of the curb on Shoreway Road by a foot and a half to make enough room for Class II bike lanes on this section of Shoreway. During Building Permit submittal and review, the applicant shall prepare a study to be presented to Public Works to ensure that this improvement is achievable from an engineering standpoint. Detailed engineering plans including but not limited to frontage conformance and design shall be shown on Building Permit plans.

45. The approved Detailed Development Plan show Class II bike lanes and 5 foot sidewalk. If the proposed Class II bike lanes are not feasible as a result of the provided study referenced in Public Works Department COA 8, the sidewalk must measure 6 feet from the face of curb to back of walk. Detailed engineering plans including but not limited to frontage conformance and design shall be shown on Building Permit plans.

46. Outstanding items from entitlement review to be shown on Building permit Plans:

    a. The Construction Details, Sheet C10.0. Specify thickness and type of impermeable liner proposed.

    b. If PG&E is requiring the developer to put in the gas and/or electrical connection, then the applicant must submit plans for the encroachment to the Public Works Department.

Stormwater Management

c. Applicant shall prepare a Stormwater Management Plan (SWMP) that includes, at a minimum, exhibit(s) showing drainage areas and location 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; hydromodification management measures and calculations, if applicable; NRCS soil type; saturated hydraulic conductivity rate(s) at relevant locations or hydrologic soil type (A, B, C or D) and source of information; elevation of high seasonal groundwater table; 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.

d. Self-treating areas must be designed to store and infiltrate the rainfall that lands on the self-treating area. Refer to Section 4.2 of the C.3 Technical Guidance.

e. Self-retaining areas must be designed to store and infiltrate the rainfall run-off volume described in the MRP Provision C.3.d (80% capture volume), for rainfall that lands on the self-retaining area and the impervious surface that drains to the self-retaining area. Refer to Section 4.3 of the C.3 Technical Guidance. Plant species used within the biotreatment measure area shall be consistent with Appendix A of the C.3 Technical Guidance.

f. Biotreatment soil mix for biotreatment measures shall have a minimum percolation rate of 5 inches per hour and a maximum percolation rate of 10 inches per hour and shall be in conformance with Attachment L of the MRP, which is included in Appendix K of the C.3 Technical Guidance.
g. Design of biotreatment measures shall be consistent with technical guidance for the applicable type of biotreatment measure provided in Chapter 6 of the C.3 Technical Guidance.

h. No treatment measures (other than properly sealed and screened cisterns or rain barrels) shall have standing water more than 5 days, for vector control.

i. LID treatment measures to be shown on final improvement or grading plans shall not differ materially from the LID treatment measures presented on the

project's approved entitlement drawings without written approval from the Public Works Department.

Infiltration Measures

j. All infiltration devices shall be located and designed to ensure no damage will occur to surrounding improvements from underground water.

k. Soil media within the bioinfiltration measure shall consist of 18 inches of biotreatment soil consistent with the Attachment L of the MRP.

l. Other parameters of final design shall be consistent with the design guidelines presented in the latest version of the C.3 Technical Guidance.

San Mateo Consolidated Fire Department

48. Fire Apparatus Access Road – The plans shall show a Fire Apparatus Access Road serving each structure on the property. Each access road shall have a minimum 26-foot unobstructed linear width, and provide an unobstructed height of no less than 13 feet, 6 inches subject to the review and approval Fire Marshal or his/her designee. The applicant shall include in construction drawings a fire access lane that provides access from Sem Lane to Building 1. The width of the lane must be approved by the San Mateo Consolidated Fire Department and shown in the construction drawings prior to building permit issuance.

D. Mitigation Monitoring and Reporting Program

In addition to the conditions of approval described above, the project is also required to comply with the Mitigation Monitoring and Reporting Program (MMRP) prepared for this project as part of the Environmental Impact Report. Additionally, compliance with the MMRP is required under the California Environmental Quality Act.

STAFF REPORT

Meeting Date:	March 10, 2026
Agency:	City of Belmont
Staff Contact:	Kathy Kleinbaum, Assistant City Manager
Agenda Title:	Crystal Springs Cross Country Course Memorandum of Agreement
Agenda Action:	Motion

Recommendation

Authorize the City Manager to negotiate and execute a Memorandum of Agreement regarding the operations and responsibilities for the Crystal Springs Cross Country Course with the San Mateo County Community College District and the San Mateo County Superintendent of Schools.

Strategic Focus Area

Quality of Life

Background

The Crystal Springs Cross Country Course (the "Running Course") is an approximately 2.95 mile-long cross country course that has been in use since the early 1970s. The Running Course is located in unincorporated San Mateo County and is partially adjacent to Hallmark Park. The land on which the Running Course is located is owned by the City and County of San Francisco ("CCSF"). In 2002, the CCSF, acting through the San Francisco Public Utilities Commission ("SFPUC"), granted the College of San Mateo, a campus of the SMCCCD, a Revocable Permit to use the Running Course for the purpose of operating and maintaining a cross country running course.

At the time that the 2002 License was granted, cross country teams from the SMCCCD's campuses were a large portion of the users of the Running Course. Currently, the Running Course is used by, among other users, middle school, high school and collegiate cross country teams for practice and competition events and by members of the public for recreational purposes, and runners from SMCCCD campuses are a small proportion of the total users of the Running Course.

In 2024, the SFPUC informed SMCCCD that the SFPUC proposes to revoke the 2002 Permit and replace it with a new revocable License. Although, SMCCCD makes relatively little use of the Running Course for SMCCCD purposes, SMCCCD recognizes that Running Course is an important recreational amenity for community is willing to enter into the License with the SFPUC to ensure ongoing public access to the Running Course.

The City does not use the course for city-programmed recreation or sporting events but has supported SMCCCD's operations of the course by managing outreach and assistance to SMCCD in mitigating day of event activities within the surrounding neighborhood related to access and parking during major running meets.

Analysis

Prior to entering into the License with the SFPUC, SMMCCD has requested that the City and the San Mateo County Office of Education enter into a Memorandum of Agreement ("MOA") to formalize our understanding with respect to the operation and sharing of responsibilities for the Running Course.

The responsibilities outlined in the MOA for each party are as follows:

SMMCCD:

- Will be responsible to repair and maintain all improvements on the Running Course.
- Will provide portable restrooms and refuse collection at the Running Course.
- Will be responsible for setting and collecting reasonable user fees for the Running Course in amounts that allow SMCCCD to recover all of their actual costs. SMCCCD shall inform the City and the County Office of Education of any changes to user fees.

Belmont:

- Will continue collaborating with neighborhood residents to manage access and parking associated with cross-country meet activities, including implementing traffic control measures during large events.
- Will provide parking management within city limits during cross-country meets at no cost to the San Mateo County Community College District (SMCCCD). Event organizers may be required to reimburse the City for associated costs.
- Will post the annual meet schedule within five business days of receiving it from SMCCCD and place signage notifying residents and the public of large cross-country meets at least one day in advance of the event.
- Will enforce bus and visitor parking regulations within city limits during cross-country meet events..

San Mateo County Office of Education:

- Will procure and maintain insurance for operations at the Running Course to the same extent as SMCCCD.
- Will primarily indemnify and hold harmless the CCSF for any claims arising from the use of the Running Course by the educational community.

The proposed MOA does not assign the City any new or additional responsibilities. Rather, it formalizes the City's continued provision of the same level of support historically provided for the operation of the course. Because the MOA is an interagency agreement among public agencies, City Council approval is required to authorize the City Manager to execute the agreement on behalf of the City.

Alternatives

1. Direct the City Manager to amend the provisions of the agreement
2. Take no action

Attachments

A. Memorandum of Agreement

Fiscal Impact

☒ No Fiscal Impact	The City is not assuming any new responsibilities for the management of the course and is not committing to fund any course maintenance.
☐ Funding Source Confirmed:	

Source:	**Purpose:**	**Public Outreach:**
Staff	Discretionary Action	Posting of Agenda

MEMORANDUM OF AGREEMENT
REGARDING OPERATION AND SHARING OF RESPONSIBILITIES
FOR THE CRYSTAL SPRINGS CROSS COUNTRY COURSE

BETWEEN AND AMONG
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT,
CITY OF BELMONT AND
SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS

The Memorandum of Agreement ("MOA") is made and effective as of April 1, 2026 and it is between and among the San Mateo County Community College District ("SMCCCD"), the City of Belmont ("City"), and the San Mateo County Superintendent of Schools ("Superintendent") (collectively the "Parties"). This MOA shall remain in effect until February 28, 2036, unless sooner terminated or amended by the Parties in writing, as set forth herein.

The purpose of the MOA is to set forth the Parties' understanding and agreements with respect to the operation and sharing of responsibilities for the Crystal Springs Cross Country Running Course ("Running Course").

The Running Course is an approximately 2.95 mile-long cross country course that has been in use since the early 1970s. The Running Course is located in unincorporated San Mateo County and is partially adjacent to Hallmark Park, which is located in the City. The land on which the Running Course is located is owned by the City and County of San Francisco ("CCSF"). In 2002, the CCSF, acting through the San Francisco Public Utilities Commission ("SFPUC"), granted the College of San Mateo, a campus of the SMCCCD, a Revocable Permit to use the Running Course for the purpose of operating and maintaining a cross country running course (the "2002 Permit").

At the time that the 2002 Permit was granted, cross country teams from the SMCCCD's campuses were a large portion of the users of the Running Course. Currently, the Running Course is used by, among other users, middle school, high school and collegiate cross country teams for practice and competition events by members of the public for recreational purposes, and runners from SMCCCD campuses who are a small proportion of the total users of the Running Course.

In 2024, the SFPUC informed SMCCCD that the CCSF, acting through the SFPUC, proposes to revoke the 2002 Permit and replace it with a new revocable license in the form set forth in Exhibit A to this MOA (the "Proposed License"). The Proposed License includes undertakings of the Licensee that are materially greater than those contained in the 2002 Permit. While, as described, SMCCCD makes relatively little use of the Running Course for SMCCCD purposes, SMCCCD nevertheless recognizes that the Running Course is an important recreational amenity for communities that are collectively served by the Parties and, in consideration of the Parties' undertakings in this MOA, the SMCCCD is willing to enter into the Proposed License with the SFPUC to ensure ongoing public access to the Running Course. And while the City does not use the course for city-programmed recreation or sporting events, it also recognizes the value of the

course to the general public and desires to continue its current assistance to SMCCD in mitigating effects to the adjacent City neighborhood from operation of the course.

I. **PARTIES' RESPONSIBILITES**

A. The SMCCCD shall do the following:

1. Enter into the Proposed License with SFPUC. The Parties acknowledge and agree that, once the Proposed License is entered into, the SMCCCD shall have the right, in its sole discretion, to terminate the Proposed License, consistent with the terms of the Proposed License, provided that SMCCCD shall notify and consult with the other Parties to this MOA before exercising this right.

2. Except as set forth herein, SMCCCD shall perform and be responsible for all acts required of the Licensee under the terms of the Proposed License. Among other things set forth in the Proposed License, SMCCCD shall be responsible for repairing and maintaining all improvements placed on the Running Course, including two sheds used for storage and event scoring; informational signage at Running Course gates; one drinking fountain; a stretching station; the Running Course Finish Line; and a 300 linear foot electrical conduit from Mid-Peninsula Water District storage tanks to existing sheds.

3. SMCCCD will provide portable restrooms and refuse collection at the Running Course, including additional portable restrooms and refuse collection during Large Meets, as defined in the Proposed License.

4. SMCCCD will be responsible for setting and collecting reasonable user fees for the Running Course in amounts that allow SMCCCD to recover all of the actual costs to SMCCCD under the terms of the Proposed License. SMCCCD shall inform the City and the Superintendent of any changes to user fees.

5. SMCCCD shall, during the term of the Proposed License, retain a contractor to serve as the Course Consultant, as defined in the Proposed License, and to discharge the duties of the Course Consultant as described in the Proposed License. The Parties acknowledge that SMCCCD intends to initially contract with Silicon Valley Sports Officials Association to serve as the Course Consultant and that SMCCCD retains full and sole discretion to change the person or entity serving as Course Consultant.

6. SMCCCD shall pay to the CCSF the annual use fee required under the terms of the Proposed License.

B. The City shall do the following:

1. The City will procure and maintain whatever insurance it deems advisable for claims relating to its activities in relation to the course.
2. Section 5(t) of the Proposed License requires the Licensee to collaborate and coordinate with the residents of the community to minimize potential conflicts and impacts to the community resulting from cross-country meet activities. In addition, Section 4(a)(i)(B) of the Proposed License requires the Licensee to provide traffic control measures during large meets. To help accomplish this the City will provide parking management within city limits during cross-country meets at no cost to the City and County of San Francisco or the SMCCCD. The meet organizer may be charged to reimburse the City's costs. The City will post the annual meet schedule within 5 business days of receipt from SMCCCD. The City will place signage to notify community members of the public of the large cross-county meets at least one day

prior to the large cross-country athletic competition event and may at its option place such signage for any other events regardless of size. The City will enforce bus and visitor parking within city limits.

C. **The Superintendent shall do the following:**

1. Section 8 of the Proposed License requires the Licensee to procure and keep in effect at all times certain insurance. In light of the benefit to the educational community afforded by the Running Course, the Superintendent shall cause the San Mateo County Office of Education to procure and maintain insurance for operations at the Running Course to the same extent as SMCCCD is required to procure and maintain insurance as set forth in Section 8 of the Proposed License. The Superintendent agrees to maintain such insurance for as long as this MOA remains in effect and the Parties agree that SMCCCD shall not be obligated to maintain insurance as otherwise required in Section 8 of the Proposed License if the CCSF agrees to allow the Superintendent to provide such insurance in lieu of SMCCCD doing so.

2. Section 19 of the Proposed License requires the Licensee to indemnify, defend, reimburse, and hold harmless the CCSF and its agents for certain Claims related to use of the Running Course. In light of the benefit to the educational community afforded by the Running Course, the Superintendent agrees to primarily indemnify and hold harmless the CCSF, to the same extent that SMCCCD is obligated to indemnify the CCSF pursuant to the terms of the Proposed License, for any claims arising from the use of the Running Course by the educational community.

II. OTHER TERMS

A. This MOA, particularly with respect to the Superintendent's assumption(s) of insurance obligations, is contingent upon CCSF agreeing to accept such insurance in lieu of SMCCCD's as required by Section 8 of the Proposed License. The Superintendent acknowledges and agrees that its respective insurance and indemnity obligations are material inducements to SMCCCD's willingness to enter into the Proposed License.

B. Term: This MOA shall come into effect if and when SMCCCD and SFPUC each sign the Proposed License, and shall remain in effect during the term of the Proposed License. Notwithstanding the foregoing, any Party may terminate the MOA by giving each other party at least 180 days prior written notice of intent to terminate the MOA. In the event this MOA is terminated by the Superintendent, SMCCCD shall have the right to terminate the Proposed License without further obligation under this MOA.

C. **Non-Discrimination:** [See Section 26(b) of SFPUC License]

D. **Notices**: All notices under this MOA shall be provided to Parties through the indicated individuals, as follows:

To SMCCCD:

Chief Facilities & Operations Officer
San Mateo County Community College District
3401 CSM Drive
San Mateo, CA 94402

To City of Belmont:

City Manager
One Twin Pines Ln, #340
Belmont, CA 94002

To County Superintendent:

County Superintendent of Schools
Attn: Deputy Superintendent, Business Services
101 Twin Dolphin Dr.
Redwood City, CA 94065

E. **Amendments**: This MOA may be amended only by written instrument signed by each of the Parties.

F. **Governing Law and Venue and Dispute Resolution**: This MOA shall be governed by and construed under the laws of the State of California. The Parties consent to the exclusive jurisdiction and venue of the San Mateo County Superior Court. The Parties agree that they shall meet and confer in good faith and attempt to mediate any dispute that may arise prior to initiating any litigation in San Mateo County Superior Court.

This MOA is approved and entered into this 1st day of April, 2026 by and between the undersigned Parties.

San Mateo County Community College District

_____
By: Melissa Moreno, its Chancellor

Date:

City of Belmont

_____
By: Afshin Oskoui, its City Manager

Date:

San Mateo County Superintendent of Schools

_____
By: Marco Chávez, its Deputy Superintendent

Date:

SAN FRANCISCO PUBLIC UTILITIES COMMISSION
REVOCABLE LICENSE

(License #P3973A)
(Supersedes and replaces all prior permits and licenses issued by City or the SFPUC, including Revocable Permit No. P3973 dated May 1, 2002)

THIS REVOCABLE LICENSE (this "**License**") dated for reference purposes only as of _____, 2024, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), acting by and through its Public Utilities Commission (the "**SFPUC**"), and SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a California public school district ("**Licensee**"). City and Licensee are sometimes collectively referred to in this License as the "**Parties**" or singularly as a "**Party**."

The following is a summary of basic license information (the "**Basic License Information**"). Each item below shall be deemed to incorporate all of the terms set forth in this License pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this License, the more specific provision shall control.

City:	CITY AND COUNTY OF SAN FRANCISCO, acting by and through its Public Utilities Commission
Licensee:	SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
License Area (Section 1):	Portions of SFPUC Parcel Numbers 31 and 32 in San Mateo, California, as more particularly described in the attached **Exhibit A** and shown in the attached **Exhibit B**, together with any appurtenances
Term (Section 2):	Eight (8) years commencing on the Commencement Date. Estimated Commencement Date: _____ License Term Expiration Date: _____
Permitted Acts:	1. The use, management, maintenance, repair, and replacement of an existing cross-county running course ("**Running Course**") for cross-country training and running events; 2. Cross-country meet support parking (e.g., for course officials) and space for cross-country meet support equipment and personnel within the "**Event Staging Area**" shown on attached **Exhibit B**; 3. The management of public access for free drop-in public recreational use of the Running Course from sunrise to sunset for pedestrian-only activities such as running, jogging, hiking, and walking. No bicycle, equestrian, or motorized vehicle access shall be allowed on the Running Course; 4. The use, maintenance, and repair of the following existing facilities on the License Area: **(a)** two (2) sheds used for

storage and space for personnel to conduct running event scoring; **(b)** informational signage at the two (2) Running Course entrances (designated as the Hallmark Park – South Gate and the St. James – North Gate) displaying the Running Course rules, regulations, hours of operation, and contact information for the San Mateo County Community College District; **(c)** one (1) drinking fountain; **(d)** one (1) stretching station; and **(e)** the Running Course finish line area; and (**f**) one (1) portable restroom;

5. The operation, maintenance, and repair of one (1) approximately 300 linear foot electrical conduit connecting the Mid-Peninsula Water District storage tanks to the existing sheds on the License Area; and

6. The maintenance of vegetation on the License Area in accordance with the SFPUC Vegetation Management Policy attached as **Exhibit D** (as it may be modified from time to time).

Application Fee (Section 7(a)):	Intentionally Omitted
Recurring Use Fee (Section 7(b)):	Three Thousand Dollars ($3,000) per year and paid annually or in the amount of Two Hundred and Fifty Dollars ($250) per month.
Licensee's Share of Property Taxes:	See Section 30 [Taxes, Assessments, Licenses, License Fees, and Liens] below.
Notices:	See Section 31 [Notices] below.
Key Contact for City:	SFPUC Real Estate Director
Telephone No.:	(415) 487-5210
Email:	RES@sfpuc.org
Key Contact for Licensee:	Dr. Richard Storti, Executive Vice Chancellor of Administrative Services
Telephone and Email:	(650) 358-6764 strortir@smccd.edu
Alternate Contact for Licensee:	Yanely Pulido, Director of General Services
Telephone and Email:	(650) 358-6863 pulidoy@smccd.edu

City and Licensee agree as follows:

1. License; Supersession and Revocation.

(a) License. City confers to Licensee a revocable, personal, non-exclusive, and non-possessory privilege to enter upon and use that certain real property owned by City situated in the County of San Mateo, State of California, more particularly described in the attached **Exhibit A** (the "**License Area**"), for the limited purpose and subject to the terms, conditions, and restrictions set forth below. The License Area is shown generally on the drawing attached **Exhibit B**. This License gives Licensee a license only and notwithstanding anything to the contrary in this License, it does not constitute a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the License Area. Nothing in this License shall be construed as granting or creating any franchise rights pursuant to any federal, state, or local laws.

THE PRIVILEGE GIVEN TO LICENSEE UNDER THIS LICENSE IS EFFECTIVE ONLY INSOFAR AS THE RIGHTS OF CITY IN THE LICENSE AREA ARE CONCERNED, AND LICENSEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE LICENSE AREA. WITHOUT LIMITING THE FOREGOING, THIS LICENSE IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED DATED AND RECORDED MARCH 3, 1930 IN VOLUME 491, AT PAGE 1, OF OFFICIAL RECORDS OF SAN MATEO COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE LICENSE AREA, A COPY OF WHICH IS ATTACHED TO THIS LICENSE AS **EXHIBIT C (**THE "**DEED**"), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE LICENSE AREA (COLLECTIVELY, WITH THE DEED, THE "**RECORDED DOCUMENTS**"). LICENSEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, PERMITS, LICENSES, AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE LICENSE AREA, INCLUDING ANY APPROVALS, PERMITS, LICENSES, CONSENTS, OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. FOR CITY'S BENEFIT, LICENSEE COVENANTS AND AGREES THAT LICENSEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR FACILITIES TO BE INSTALLED BY LICENSEE ON THE LICENSE AREA PURSUANT TO THIS LICENSE, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS DEPARTMENTS, COMMISSIONS, OFFICERS, DIRECTORS, AND EMPLOYEES, AND ALL PERSONS ACTING BY, THROUGH, OR UNDER EACH OF THEM HAVE MADE, AND CITY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENT OR FUTURE SUITABILITY OF THE LICENSE AREA FOR LICENSEE'S INTENDED WORK OR FACILITIES, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON LICENSEE'S RIGHTS UNDER THIS LICENSE, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, LICENSES, PERMITS, CONSENTS OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED

DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS LICENSE.

(b) **Supersession and Revocation**. Effective as of the Commencement Date (defined in **Section 2** [Term of License] below), this License shall immediately supersede, replace, and revoke all prior permits and licenses issued by City or the SFPUC, including Revocable Permit No. P3973 dated May 1, 2002, to Licensee (collectively "**Prior Permits**"), and the terms and conditions of the Prior Permits shall have no further force or effect. Any plans or approvals contained in any of the Prior Permits that are not expressly incorporated by this License shall not be deemed approved or permitted. If the terms and conditions of any of the Prior Permits conflict with the terms and conditions of this License, the terms and conditions of this License shall prevail.

2. **Term of License**. The term ("**Term**") of this Licensee shall commence on the date on which this License is executed and delivered by City following the SFPUC authorization and approval and the receipt of all fees, insurance certificates, and security required to be provided by this License (the "**Commencement Date**"), and shall immediately expire the earlier of: **(a)** eight (8) years after the Commencement Date, **(b)** one (1) year after City's receipt of Licensee's written notice of termination or **(c)** upon written notice from City revoking this License. At its sole option, City may freely revoke this License at any time without cause or liability, and without any obligation to pay any consideration to Licensee or return to Licensee any part of the license fee or, if applicable, the use fee. Upon any such revocation, Licensee will immediately surrender the License Area in the condition required by this License.

Notwithstanding the foregoing, if Licensee wishes to renew the term of this License for a renewal term over one (1) year in duration, then Licensee shall proceed as follows: on or before the date that is seven (7) years after the Commencement Date, Licensee shall give written notice to City requesting such renewal, and City will seek approval for such a renewal term from its Board of Supervisors and Mayor, to be granted, withheld, or conditioned at their respective sole discretions; provided, however, that **(i)** at its sole discretion, City may not seek such renewal if City has other uses for the License Area, or if City determines that Licensee has not adequately performed its obligations under this License; and **(ii)** at all times prior and subsequent to any such renewal, City will retain its right to revoke this License at any time without cause or liability, and without any obligation to pay any consideration to Licensee or return to Licensee any part of the license fee or, if applicable, the use fee.

3. **Intentionally Omitted.**

4. **Use of License Area**.

(a) **Permitted Acts**. In strict accordance with the terms of this License, Licensee may enter and use the License Area for the following purposes:

(i) The use, management, maintenance, repair, and replacement of the Running Course for cross-country training and running events subject to the following requirements:

(A) Licensee may not allow more than twenty-five (25) cross-country meets per calendar year in the License Area, including no more than five (5) large meets per calendar year. "**Large Meets**" are defined as cross-country meetings with 1,000 or more

participants. Licensee shall not allow more than five (5) Saturday Large Meets on the License Area per calendar year;

(B) Licensee shall provide additional portable restrooms and refuse collection for all cross-country meets and provide traffic control measures during Large Meets, all at no cost to the City;

(ii) Cross-country meet support (e.g., course official) parking and space for cross-country meet support equipment and personnel within the "Event Staging Area" shown on attached **Exhibit B**;

(iii) The management of public access for free drop-in public recreational use of the Running Course from sunrise to sunset for pedestrian-only activities such as running, jogging, hiking, and walking, provided that no bicycle, equestrian, or motorized vehicle access shall be allowed on the Running Course;

(iv) The operation, maintenance, repair, and replacement of the following existing facilities in the License Area: **(A)** two (2) sheds used for storage and space for personnel to conduct running event scoring; **(B)** informational signage at two (2) Running Course entrances (designated as the Hallmark Park – South Gate and the St. James – North Gate) displaying the Running Course rules, regulations, hours of operation, and contact information for the San Mateo County Community College District; **(C)** one (1) drinking fountain; **(D)** one (1) stretching station; **(E)** the Running Course finish line area; and **(F)** one (1) portable restroom;

(v) The operation, maintenance, and repair, of one (1) approximately 300 linear foot electrical conduit (from the Mid-Peninsula Water District storage tanks to the existing sheds on the License Area; and

(vi) The maintenance of vegetation on the License Area in accordance with the SFPUC Vegetation Management Policy attached as **Exhibit D** (which may be modified from time to time).

Except as specifically permitted by this License or subsequently approved by City pursuant to the terms of this License, Licensee shall not permit, construct, maintain, or allow any other improvements or structures, on, across, within, over, or under the License Area.

(b) Vehicular Access to License Area. Licensee may use both the Hallmark Park – South Gate entrance and the St. James – North Gate entrance for vehicular access for operation and maintenance activities on the License Area. Vehicular access for cross-country meet support (e.g., course officials) is limited to the Hallmark Park – South Gate entrance.

(c) User Fees. Licensee acknowledges that the intent and purpose of this License is to allow for the uses authorized in this **Section 4** and not for the purpose of creating an investment in the License Area. Therefore, Licensee may not charge any fees or other charges to any user of the License Area other than reasonable fees in amounts calculated to allow Licensee to recover the actual costs (without any material profit to Licensee) of the utilities and other operational expenses incurred by Licensee pursuant to this License in connection with Licensee's use of the License Area. Upon at least thirty (30) days' prior notice to Licensee, City or its authorized representatives may audit Licensee's records and books in order to verify Licensee's compliance with the

requirements of this **Section 4(b)**. Licensee shall make all such books and records available for any such audit at the License Area or at Licensee's principal office(s).

(d) Subject to City Uses. Licensee is aware that the License Area constitutes a portion of City's regional water pipeline delivery system. Notwithstanding anything to the contrary in this License, any and all of Licensee's activities pursuant to this License shall be subject and subordinate at all times to City's existing and future use of the License Area for municipal and other purposes. City shall in no way be liable for any damage or destruction to Licensee's property and/or improvements resulting from the condition of the License Area or the SFPUC facilities, from any pipeline break or from any pipeline repair or maintenance activities. At City's request, Licensee shall immediately remove any of Licensee's property or improvements from the License Area to allow City access to the SFPUC facilities. If City deems it necessary, at City's sole discretion, City may remove any such property or improvements and City shall not be responsible for restoring or returning the same to its prior condition.

5. Improvements to License Area, Conditions to Permitted Acts. Licensee's use of the License Area and its implementation of any improvements or alterations to the License Area, are subject to its satisfaction of all of the following conditions (to the extent applicable), which are for City's sole benefit:

(a) Approval of Plans and Specifications. Licensee shall not make any improvements to, or alteration of, the License Area without City's prior written consent. Licensee shall only install any such improvements, or make any such alterations, in accordance with plans and specifications (including drawings) approved in advance and in writing by the SFPUC (the "**Approved Plans**") and any SFPUC requirements resulting from its review of the proposed improvements or alterations. The Approved Plans may be revised or amended only with the SFPUC's prior written approval after the SFPUC's Bureau of Environmental Management has determined that no further environmental review is required by the California Environmental Quality Act ("**CEQA**") as a result of any such revision or amendment.

(b) Energy Service and Related Facilities. If Licensee seeks electrical service for use in the License Area, Licensee shall contact the Interconnection Services Department in the Power Enterprise of the SFPUC to arrange for service. Licensee shall purchase all electricity necessary for its operations at the License Area from the SFPUC, at the SFPUC's standard rates charged to third parties, unless the SFPUC determines, in its sole judgment, that it is not feasible to provide such service to the License Area. The SFPUC is the provider of electric services to City property, and the SFPUC's Interconnection Services Department coordinates with Pacific Gas and Electric Company and others to implement this Section. Except as provided above with respect to any electricity services provided by the SFPUC, Licensee shall make arrangements and pay for all utilities and services furnished to the License Area, including gas, electricity, water, sewage, telephone, and trash collection services, and for all deposits, connection, and installation charges.

Except as otherwise provided in this License, the SFPUC has no responsibility or liability of any kind with respect to any utilities that may be on or about the License Area. Licensee has the sole responsibility to locate any utility facilities within the License Area and protect them from damage resulting from Licensee's use of the License Area.

(c) Permits, Licenses, and Approvals. Before beginning any permitted improvement or alteration work in the License Area, Licensee shall obtain any and all permits, licenses, and approvals (collectively, "**Approvals**") of all regulatory agencies and other third parties that are required to commence, complete, and maintain the permitted work. Promptly upon receipt of such Approvals, Licensee shall deliver copies of them to the SFPUC. No approval by the SFPUC for purposes of Licensee's work under this License shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory Approvals, at Licensee's sole cost.

(d) Limits of City's or SFPUC's Consent. City's or the SFPUC's consent to or approval of any improvements, equipment, or fixtures shall not relieve Licensee or its engineers, architects, or contractors from any liability for negligence, errors, or omissions associated with the design and construction of any such improvements, equipment, or fixtures. In no event shall the SFPUC's approval of plans or specifications be deemed to constitute a representation or warranty by City concerning the suitability of the improvements, equipment, or fixtures for Licensee's purposes or that the work called for in the plans and specifications complies with applicable building codes or other applicable Laws (defined in **Section 9** [Compliance with Laws] below), or industry standards, nor shall such approval release Licensee from its obligation to supply plans and specifications that conform to applicable building codes, other applicable Laws, and industry standards.

(e) Exercise of Due Care. Licensee shall use, and shall cause its Agents (defined in **Section 19** [Indemnity] below) to use, due care at all times to avoid any damage or harm to City's water pipelines, facilities, or other property and to native vegetation and natural attributes of the License Area and to minimize slope erosion. Licensee shall not disturb the surface of the License Area or perform any excavation work without City's prior written approval. City may condition and/or oversee any permitted excavation work. At its own expense, Licensee shall mark the location of City's water pipelines or other facilities within the License Area and shall not use any pick, plow, or other sharp tool to remove the two feet of soil around the pipelines or other facilities, provided that Licensee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this License. Licensee shall immediately inform City of any actual or potential damage to the coating of the pipeline, and any such damage shall be promptly repaired by Licensee, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect to make any necessary repairs itself, at Licensee's sole cost, by notifying Licensee of such fact. Upon completion of the repairs, City shall send to Licensee a bill therefor, which Licensee shall pay within thirty (30) days following receipt. Under no circumstances shall Licensee damage, harm, or take any rare, threatened, or endangered species present on or about the License Area.

(f) Cooperation with San Francisco Public Utilities Commission. Licensee and its Agents shall work closely with City personnel to minimize any potential disturbance (even if temporary) of the natural features of the License Area and to avoid disruption (even if temporary) of City facilities, in, under, on, about, or adjacent to the License Area and City uses of such facilities.

From time to time, the SFPUC and/or its agents, contractors, consultants, and partners may perform certain maintenance activities in, on, under, or about City property in and near the Peninsula watershed. The SFPUC retains the right to manage and maintain these lands. Maintenance activities may include mechanical vegetation removal, prescribed fires and other

activities that could result in sound, smoke and other nuisances. To the extent practical, the SFPUC will make reasonable efforts to notify the Licensee when any of these activities are planned to occur. However, certain maintenance activities, particularly prescribed fires, can occur upon little notice with potential impacts to Licensee's use of the License Area that may be hard to predict.

(g) Heavy Equipment. Licensee shall not use any heavy construction equipment over or about City's pipelines, except as otherwise expressly allowed in **Section 6(i)** [Heavy Equipment and Vehicles] below.

(h) Work Schedule. If Licensee seeks and obtains City's consent to any proposed improvement to, or alterations of, the License Area, City may condition its consent on the performance of such improvement or alteration work during a specified time frame. At least ten (10) business days prior to the commencement of any improvement or alteration work on the License Area, Licensee shall notify City's Construction Inspector ("**Construction Inspector**"), at (650) 871-3015, of the date such work shall commence and the intended construction schedule. Notification must also be given to Underground Service Alert at least two (2) days prior to start of work. Notwithstanding the approval of such schedule by the SFPUC, the Construction Inspector shall have the right to require Licensee to adjust such schedule from time to time. All work must be performed during regular working hours (Monday through Friday) between 8:00 a.m. and 4:30 p.m., exclusive of City holidays. Any work performed during any other time or day must be preapproved by the SFPUC at least ten (10) business days prior to commencing such work. In connection with such approval, City may charge Licensee additional inspection fees payable prior to the SFPUC's approval of the request. Notwithstanding the work hours set forth above, Licensee shall comply with any applicable local ordinance that imposes later start times and/or earlier cessation times for construction activities.

(i) Restoration of License Area. Immediately following completion of any work permitted under this License, Licensee shall remove all debris and any excess dirt and shall restore the License Area to its condition immediately prior to such work, to City's satisfaction. Licensee shall restore any damage caused to existing roads and restore excavated areas with new vegetation (including irrigation and maintenance until established) and erosion control netting, all as requested by City, and shall comply with all applicable regulations of the regulatory agency with jurisdiction.

(j) Pipeline Depth/Installation of Above-Ground Markers. Before commencing any excavation work in the License Area, Licensee shall measure the depth of City's pipelines, if any, located in the License Area by potholing and forward such information to City. Any potholing authorized by this License shall be subject to the requirements of **Section 5(p)** [Potholing]. Upon completion of work, Licensee shall promptly notify City in writing of the depth of City's pipeline and related facilities in the License Area. Licensee shall install above-ground markers identifying the location of any underground facilities installed pursuant to this License. The location, type, and installation of markers and identifying information on the markers shall be subject to the SFPUC's prior written approval.

(k) As-Built Drawings/Reports. Promptly upon completion of any permitted improvements to, or alterations of, the License Area, Licensee shall furnish the SFPUC with two (2) complete copies of final as-built drawings for any such improvements or alterations, which drawings shall include sufficient detail so as to allow City to precisely locate the improvements or alterations. If Licensee or any of its Agents or consultants prepares any environmental, seismic,

geophysical, or other written report relating to the License Area and/or any work performed on the License Area, Licensee shall furnish to City a complete copy of such report, including any schedules, exhibits, and maps, promptly upon completion of the same.

(l) **Responsibility for Maintenance of License Area and Licensee's Facilities**. During the term of this License, Licensee shall be solely responsible for repairing and maintaining all improvements placed on the License Area by or on behalf of Licensee, which consist of the Running Course, including all its associated appurtenances and improvements, and the existing facilities, including: **(i)** two (2) sheds used for storage and running event scoring, **(ii)** informational signage at two (2) Running Course entrances located at **(A)** the Hallmark Park entrance – South Gate and **(B)** St. James entrance – North Gate, **(iii)** one (1) drinking fountain, **(iv)** one (1) stretching station, **(v)** the Running Course finish line, and **(vi)** one (1) 300-linear foot electrical conduit from the Mid-Peninsula Water District storage tanks to the existing sheds. Except for the above-described improvements, City shall repair and maintain all other surface areas within the License Area and adjacent City lands. Licensee shall notify City in writing not less than five (5) days before performing any repair or maintenance work in the License Area, except in the case of an emergency when Licensee shall notify City telephonically and in writing as soon as reasonably possible.

(m) **Revocability**. The installation of improvements to or alterations of, the License Area, regardless of cost, shall not in any way whatsoever limit City's right to revoke this License pursuant to its terms or any of City's other rights under this License.

(n) **Contractors**. Licensee shall not accept and release its contractor for work authorized or required by this License before securing the SFPUC's written approval.

(o) **Cathodic and Other Protection**. City may adopt from time to time such rules and regulations with regard to Licensee's permitted improvements or alterations and operations under this License as City may determine are necessary or appropriate, at City's sole discretion, to safeguard against corrosion of, or other damage to, City's pipelines and related facilities. Licensee shall immediately comply with all such rules and regulations upon receipt of a copy of such rules and regulations.

(p) **Potholing**. Any potholing authorized by this License shall be subject to the direction of City's Construction Inspector. Potholing using the soft dig method (vacuum soil extraction system) is preferred. If Licensee wishes to use any other mechanical method such as digging with a backhoe, License must submit a written request to the SFPUC at least five (5) business days prior to commencing such work and obtain the SFPUC's prior written consent. Notwithstanding the foregoing, the last two feet (2') above the top of the pipe must be dug manually, without the use of any machines.

(q) **Course Consultant**. Licensee shall engage a third-party contractor ("**Course Consultant**") to oversee and manage the schedule, cross country meet logistics and any other support necessary to implement a safe event for participants, spectators, the adjacent affected community, and the needs of the cross-country stakeholders and to provide equitable access to student athletes, including coordination with local government. Licensee shall provide City with the Course Consultant's contact information (address, phone number, and email address) after the Course Consultant is under contract and will provide immediate updates in case of changes.

(r) Annual Meetings and Report. During the term of this License, Licensee shall meet annually (before June 1st) with the SFPUC Peninsula Watershed Manager to review the proposed annual running event/training schedules (including whether any event is a Large Meet and the estimated number of participants), discuss annual maintenance and improvement work plans for the Running Course, inspect the License Area and resolve any issues regarding Licensee's use of the License Area. Licensee shall provide City with all information required by this section in an annual course report, compiled by the Course Consultant, at least ten (10) business days prior to the annual meeting. The report shall also include data from the prior year describing the event types, dates, the number of participants, and the estimated number of spectators for each event.

(s) Communications. During the term of this License, Licensee shall respond to third-party inquiries regarding Licensee's use of the Running Course for permitted recreational access, including cross country training. In addition, Licensee shall promptly, following the SFPUC's reasonable request, cosign any SFPUC correspondence to local citizens regarding any such citizen's violations in and on the License Area regarding the SFPUC's Encroachment Policy, Vegetation Management Policy, and related guidelines or risks resulting from such violations.

(t) Public and Neighborhood Outreach and Notice of Event Schedule and Rules. During the term of this License, Licensee shall inform the neighboring community regarding scheduled cross-country meets. Licensee shall collaborate and coordinate with the residents of the neighboring community to minimize the potential conflicts and impacts to the community resulting from cross-country meet activities. Licensee shall place signs at the north and south entrances to the License Area to notify members of the public of cross country meets at least one (1) week prior to the cross-country athletic competition season. Licensee shall use good faith efforts to ensure that the signs remain in place until the cross-country meet concludes. All signs will include a QR code (or similar device) to help members of the public access a website with cross-country meet schedule information. Licensee shall also post the rules for use of the License Area at the north and south entrances to the License Area. Licensee shall continue to work with the City of Belmont to incorporate feedback from the neighboring community to address managing the vehicle traffic associated with the cross-country meets.

6. Restrictions on Use. The following uses (by way of example only) of the License Area by Licensee, or any other person claiming by or through Licensee, are inconsistent with the limited purpose of this License and are strictly prohibited as provided below:

(a) Improvements. Except as otherwise expressly provided in this License, Licensee shall not construct or place any temporary or permanent structures or improvements in, on, under, or about the License Area, nor shall Licensee make any alterations or additions to any of existing structures or improvements on the License Area, unless Licensee first obtains the SFPUC's prior written consent. For purposes of this License, the term "**improvements**" includes asphalt, concrete, and cementitious driveways, sidewalks, and parking areas, shacks, storage facilities, and fences. Licensee will submit an annual work plan to address planned improvements under this Section, including seasonal or event-specific improvements as part of the annual report required under Section 5(r) [Annual Meetings and Report].

(b) Trees and Other Plantings. Licensee shall not plant any trees or other vegetation in or on the License Area, except as otherwise expressly provided in this License and except in

accordance with detailed plans consistent with the SFPUC's Vegetation Management Policy, which may be amended from time to time and as approved by the SFPUC in writing in advance.

(c) Dumping. Licensee shall not cause or permit the dumping or other disposal in, on, under, or about the License Area of landfill, refuse, Hazardous Material (defined in **subsection (d)** [Hazardous Material] below), or any other materials, including materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) Hazardous Material. Licensee shall not cause, nor shall Licensee allow any of its Agents or Invitees (defined in **Section 19** [Indemnity] below) to cause, any Hazardous Material to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the License Area, or transported to, from, or over the License Area. Licensee shall immediately notify City when Licensee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about any part of the License Area. Licensee shall further comply with all applicable Laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. If Licensee or its Agents or Invitees cause a release of Hazardous Material, Licensee shall promptly return the License Area to the condition immediately prior to the release, without cost to City, in accordance with all Laws, and using the highest and best technology available. In connection with such remedial action, Licensee shall afford City a full opportunity to participate in any discussion or negotiations with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise proceeding involving Hazardous Material, and any other abatement or cleanup plan, strategy, and procedure. For purposes of this License, "**Hazardous Material**" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes the following: any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the License Area or are naturally occurring substances in the License Area; and any petroleum, including crude oil or any crude-oil fraction, natural gas, or natural gas liquids, provided, the foregoing shall not prohibit Licensee from traversing to, from, and across the License Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the License Area.

(e) Nuisances. Licensee shall not conduct any activities in, on, under, or about the License Area that constitute waste, or nuisance to City, to the owners or occupants of neighboring property, or to the public, or that constitute waste or nuisance per se.

(f) Damage. Licensee shall not do anything in, on, under, or about the License Area that could cause damage to or interference with any pipelines, facilities, or other property located in, on, under, or about the License Area. Licensee will compensate City for any and all damage

caused to the License Area and City facilities resulting from the activities of Licensee and its Agents and Invitees, including damage resulting from defective work.

(g) **Use of Adjoining Land**. Licensee acknowledges that the privilege given under this License shall be limited strictly to the License Area. Licensee shall not traverse over or otherwise use any adjoining lands of City.

(h) **Ponding; Water Courses**. Licensee shall not cause any ponding on the License Area or any flooding on adjacent land. Licensee shall not engage in any activity that causes any change, disturbance, fill, alteration, or impairment to the bed, bank, or channel of any natural water course, wetland, or other body of water on, in, under, or about the License Area, nor shall Licensee engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

(i) **Heavy Equipment and Vehicles**. To prevent damage to City's underground pipelines, Licensee's use of vehicles and equipment within twenty feet (20') of each side of the centerline of any City pipeline (measured on the surface) shall be subject to the following restrictions:

(i) The depth of soil cover over the tops of City's pipelines must be at least three feet (3') for steel cylinder pipe and four feet (4') for reinforced pre-stressed concrete cylinder pipe to accommodate the loading defined in **subsection (ii)** below. If any equipment with axle loading exceeds the loads stated in **subsection (ii)** below or if the depth of soil cover is less than stated above, Licensee shall submit to the SFPUC for review and approval, at the SFPUC's sole discretion, engineering calculations prepared by a licensed Professional Engineer licensed in California showing that City's pipelines will not be adversely affected by Licensee's proposed activities. If City's pipelines may be adversely affected, Licensee shall submit remedial measures for City's approval to ensure that no adverse effect will occur.

(ii) The effects of vehicle and equipment loads to the pipeline must not exceed the effects of the "AASHTO Standard H-10 Loading." H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14') apart, and rear axle carrying eight tons (16,000 lbs.). Licensee shall be responsible for providing the SFPUC adequate evidence that its equipment and vehicles meet the foregoing requirements.

(iii) Licensee shall not use vibrating compaction equipment without the SFPUC's prior written approval, which approval may be given or withheld at the SFPUC's sole discretion.

(iv) If the depth of the soil cover over the pipeline (determined by potholing or other proof procedure) is less than the minimum stated in **subsection (i)** above, unless an alternate method is approved by the SFPUC in writing, all excavation and grading over the pipeline shall be performed manually. For any machinery or equipment excavation and grading over and/or within twenty feet (20') of each side of the centerline of the pipeline (measured on the surface), Licensee shall submit a written proposal together with all supporting calculations and data to the SFPUC for review and approval. In any case, the two feet (2') of soil around the pipeline shall be removed manually or by other methods approved by the SFPUC with due care as provided in **Section 5(e)** [Exercise of Due Care].

(j) **Hours of Operation**: Licensee shall only perform Running Course maintenance activities on the License Area during the hours of 7:00 AM to 4:00 PM, Monday thru Friday, unless weekend maintenance is otherwise approved in writing by the SFPUC Watershed Resources Manager. Licensee shall only operate its running event activities on the License Area during the hours of 7:00 AM to 6:00 PM. The posted Running Course hours of operation for drop-in recreational use shall be sunrise to thirty (30) minutes prior to sunset.

7. **License Fee(s)**.

(a) **Recurring Use Fee**. In addition, throughout the term of this License beginning on the Commencement Date, Licensee shall pay to City a use fee in consideration of Licensee's use of the License Area. Starting on the Commencement Date and until any adjustments permitted by this License, the use fee payable shall be in the amount of Three Thousand Dollars ($3,000) per year. The use fee shall be paid to City on a monthly basis in advance, without prior demand and without any deduction, setoff, or counterclaim whatsoever, on or before the first day of the term of this License and on or before the first day of each calendar month thereafter. The use fee for the first year or any partial month shall be prorated on the basis of a 30-day month. All sums payable by Licensee to City pursuant to this License shall be paid in cash or by cashier's or certified check, or wire transfer to the City and County of San Francisco and delivered to City in care of the SFPUC Customer Service Bureau, Attn: Real Estate Billing, 525 Golden Gate Avenue, 3rd Floor, San Francisco, California, 94102, or such other place as City may designate in writing. Such use fee shall be prorated for any fractional month.

(b) **Annual Increases**. On each anniversary of the Commencement Date (the "**Adjustment Date**"), the annual use fee shall be adjusted to increase the then current annual fee by four percent (4%) of the annual fee for the year preceding such Adjustment Date.

(c) **Late Fees**. Licensee acknowledges that late payment by Licensee to City of the use fee or other sums due under this License will cause City to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include processing and accounting charges. Accordingly, if the use fee or any other sum due from Licensee shall not be received by City within fifteen (15) days after such amount shall be due, Licensee shall pay to City a late charge of One Hundred Fifty Dollars ($150). The Parties agree that such late charge represents a fair and reasonable estimate of the costs City will incur by reason of any late payment by Licensee. Acceptance of such late charge by City neither constitutes a waiver of Licensee's default with respect to such overdue amount, nor prevents City from exercising any of the other rights and remedies available to City.

8. **Insurance**.

(a) Licensee shall procure and keep in effect at all times during the term of this License, at Licensee's expense, and cause its contractors and subcontractors to maintain at all times during any construction activities on the License Area, insurance as follows: **(i)** Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, personal injury, Broad Form Property Damage, fire legal liability coverage with limits no less than $1,000,000, Sudden and Accidental Pollution, Products Liability, and Completed Operations; **(ii)** Business Automobile Liability Insurance with limits not less than $1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned,

and hired automobiles, as applicable, if Licensee uses or causes to be used any vehicles in connection with its use of the License Area, and **(iii)** Workers' Compensation Insurance, including employer's liability coverage with limits of not less than $1,000,000 each accident.

Licensee shall have the right to self-insure with respect to any of the insurance requirements required under this License, to the extent permitted by applicable law. If Licensee elects to self-insure with respect to any of the insurance requirements required under this License, on or before the Commencement Date and upon written request by the SFPUC, within thirty (30) days of the commencement of each year thereafter, Licensee shall submit to the SFPUC a certificate of self-insurance signed by a duly authorized representative of Licensee, such certificate evidencing that Licensee's self-insurance program is adequately funded, in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this License. If Licensee elects to self-insure, Licensee shall give City prompt written notice of any significant change in or the depletion of its self-insurance fund. Notwithstanding the foregoing, Licensee is also responsible for causing any contractors, subcontractors, and/or Agents to maintain commercially reasonable insurance coverages and coverage limits as required under this License.

Any deductibles or self-insured retentions must be declared. All deductibles and self-insured retentions shall be paid by Licensee.

With respect to any claim, loss, or liability that would have been covered by the insurance policies (including the status as an "additional insured" thereunder of City, the SFPUC, and their respective Agents and Employees) required by this License to be maintained by Licensee but within the self-insured retention or deductible amount, Licensee shall cover such claim, loss, or liability on the same basis as the insurance arrangements or deductibles on such insurance policies, including such insurance carrier responsibility to protect City, the SFPUC, and their respective Agents and Employees as an "additional insured."

(b) All policies required by this License shall provide for the following: **(i)** be issued by one or more companies of recognized responsibility authorized to do business in the State of California with financial rating of at least a Class A- VIII (or its equivalent successor) status, as rated in the most recent edition of A.M. Best's "Best's Insurance Reports;" **(ii)** name as additional insureds the City and County of San Francisco, its Public Utilities Commission and its commissioners, officers, agents, and employees; **(iii)** specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this License and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability; and **(iv)** include a waiver of subrogation endorsement or provision wherein the insurer acknowledges acceptance of Licensee's waiver of claims against City. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. [Sudden and Accidental Pollution coverage in the liability policies required by this License shall be limited to losses resulting from Licensee's activities (and Licensee's Agents and Invitees) under this License (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Materials).]

(c) Licensee shall provide thirty (30) days' advance written notice to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Within one (1) business day of receiving any notice from its insurance provider or broker of intent to cancel or materially reduce, or cancellation, material reduction, or depletion of, its required coverage, Licensee shall provide a copy of such notice to City and take prompt action to prevent cancellation, material reduction, or depletion of coverage, reinstate or replenish the cancelled, reduced, or depleted coverage, or obtain the full coverage required by this **Section 8** [Insurance] from a different insurer meeting the qualifications of this Section. Notice to City shall be mailed to the address(es) for City set forth in **Section 31(a)** [Notices] below.

(d) Prior to the Commencement Date of this License, Licensee shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required by this License, together with complete copies of the policies at City's request. Licensee and its contractors shall submit or cause their respective insurance brokers to submit requested information through the Exigis insurance verification program designated by City or any successor program used by City for verification of Licensee and contractor insurance coverage. If Licensee shall fail to procure such insurance, or to deliver such policies or certificates, at its option, City may procure the same for the account of Licensee, and Licensee shall reimburse City for any costs so paid by City within five (5) business days after delivery to Licensee of bills therefor.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) Should any of the required insurance be provided under a claims-made form, Licensee shall maintain such coverage continuously throughout the term of this License and, without lapse, for a period of three (3) years beyond the License expiration or termination, to the effect that should any occurrences during the License term give rise to claims made after expiration or termination of the License, such claims shall be covered by such claims-made policies.

(g) Upon City's request, Licensee and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Licensee for risks comparable to those associated with the License Area, then, at its sole discretion, City may require Licensee to increase the amounts or coverage carried by Licensee hereunder to conform to such general commercial practice.

(h) Licensee's compliance with the provisions of this Section shall in no way relieve or decrease Licensee's indemnification or other obligations under this License. Notwithstanding anything to the contrary in this License, this License shall terminate immediately, without notice to Licensee, upon the lapse of any required insurance coverage. At its expense, Licensee shall be responsible for separately insuring Licensee's personal property.

9. **Compliance with Laws**. At its expense, Licensee shall conduct and cause to be conducted all activities on the License Area permitted by this License in a safe and reasonable manner and in

compliance with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, "**Laws**") of any governmental or other regulatory entity with jurisdiction (including the Americans with Disabilities Act) and all covenants, restrictions, and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the Parties. At its sole expense, Licensee shall procure and maintain in force at all times during its use of the License Area any and all business and other licenses or approvals necessary to conduct the activities allowed by this License. City is entering into this License in its capacity as a property owner with a proprietary interest in the License Area and not as a regulatory agency with police powers. No approval by City for purposes of this License shall be deemed to constitute approval of any federal, state, City, or other local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory approvals at Licensee's sole cost, or limit in any way City's exercise of its police powers.

Licensee will keep itself fully informed of City's Charter, codes, ordinances and regulations and all state and federal laws, rules and regulations affecting the performance of this License, and will at all times comply with such laws and regulations. Licensee agrees that if Licensee will use any contractors to perform the License, Licensee is responsible for ensuring that the contractor maintain its good standing as a corporation, nonprofit entity, limited liability company, partnership, joint venture, or similar legal entity at all times during the term of this License. This agreement to maintain good standing includes, without limitation, any contractor's continued timely submission of all required information and payments when due to the California Secretary of State, Franchise Tax Board, Internal Revenue Service, California Attorney General's Registry of Charitable Trusts, or any other applicable agency or entity. Licensee will immediately notify City of any change in its eligibility to perform under this License. Upon City request, Licensee will provide documentation demonstrating its or its contractor's compliance with all applicable legal requirements. Any failure by Licensee or any of its contractors to remain in good standing with applicable requirements will be a material breach of this License.

10. Intentionally omitted.

11. Monuments.

(a) By its execution and delivery of this License, Licensee acknowledges that the monuments shown on the attached **Exhibit B**, if any, are in place and in good condition. During the installation of any permitted improvements to, or alterations of, the License Area pursuant to this License and at all times during Licensee's use of the License Area, Licensee shall protect and safeguard City's monuments. Licensee shall promptly notify City if Licensee becomes aware of any change in the condition of City's monuments, regardless of the cause of such change.

(b) If Licensee damages a monument necessitating resurvey, repair, or replacement, as determined by City at its sole discretion, Licensee shall survey, file a land surveyor's map in the County Office, and install a replacement monument within thirty (30) days of completion of work authorized under this License, all at Licensee's expense and to City's satisfaction. A recorded surveyor's map shall be furnished by Licensee to the SFPUC for its records.

(c) During the term of this License, City may replace missing monuments or install new monuments. When City replaces missing monuments or installs new monuments, City shall give Licensee written notice of such replacement or installation. Upon deposit of such notice in

the U.S. mail by City, postage prepaid, Licensee shall assume the protection and replacement responsibilities set forth in this License.

(d) If Licensee shall be required by City to install monuments marking City's right of way, City may select the locations of the monuments. Monuments shall be of the same type and quality used by City for its pipeline facilities. In addition to the monuments, Licensee shall install a "marker post" next to the monuments. Each marker post shall be four inches (4") by four inches (4") by five feet (5'), redwood, set two feet (2') into the ground, painted with two coats of white paint and with black letters "SFWD" painted on two (2) sides of the post. All monuments to be installed shall be subject to City's prior written approval. In connection with such approval, City shall have the right to charge a reasonable inspection fee.

12. Removal or Alteration of Facilities or Improvements. Without limiting City's rights under this License, at City's written request, Licensee shall promptly alter or remove, at its sole expense, any and all improvements, plantings, or other property installed or placed in, on, under, or about the License Area by Licensee, as may be necessary to avoid any actual or potential interference with the installation, construction, maintenance, operation, repair, replacement, or removal of any of City's pipelines, power lines, facilities, or other structures now or later constructed or with any other operations or land uses by City. In the request, City may specify reasonable time limits for completion of the work. If, after such written notice, Licensee fails to complete the requested work within the prescribed time limits, City may perform the requested work and charge Licensee all costs and expenses so incurred by City. Such amount shall be due and payable upon City's demand. In the event of an emergency, at City's sole option, at Licensee's sole expense, and without notice, City may, alter, remove, or protect any and all facilities, improvements, plantings, or other property installed or placed in, on, under, or about the License Area by Licensee except for utility facilities owned by either a private company or a public agency that are necessary for operations after an emergency as determined by City at its sole discretion. Upon City's written or oral notice that an emergency exists, the owner of such utility facilities shall take immediate action at its sole expense to protect, remove, or relocate such facilities as required by City to meet the emergency.

13. Interruption or Disruption of License Area. Without limiting City's rights under this License or any applicable Laws, if Licensee's use of the License Area is interrupted or disrupted for any reason in connection with City activities on or near the License Area, at its sole cost, Licensee will be responsible for: **(a)** all costs of alteration, removal, and/or restoration (in accordance with this License, if authorized by City) of Licensee's improvements or alterations to a condition similar to that which existed prior to such interruption, disruption, alteration, or removal, and **(b)** the implementation or satisfaction of all mitigation measures or obligations that arise under applicable Laws, including the California Environmental Quality Act ("**CEQA**"), related to any interruption or disruption of Licensee's use of the License Area. City will not be responsible for mitigation of any potential recreational use impacts or other impacts associated with any interruption or disruption of use of the License Area, or any related costs. Should City's rights, as provided for in this License, necessitate the relocation of any of Licensee's recreational or other facilities within the License Area, Licensee agrees to provide, at Licensee's cost and expense, temporary alternate recreational or other facilities (as applicable) on Licensee's property adjacent to the License Area if available, but otherwise on property outside of the License Area and not on City property. In addition to Licensee's obligations set forth above in this Section, Licensee assumes full financial responsibility, including reimbursement to the City, for costs

arising from the presence of or Licensee's removal and/or relocation of Licensee's uses, improvements or alterations located or occurring on the License Area, including the cost of any environmental review, administrative proceedings, or community protests, or costs associated with any delays to maintenance or operation of SFPUC facilities.

Licensee will perform its obligations under this Section promptly. This License remains revocable and City is not obligated to allow Licensee to restore or replace Licensee's improvements or alterations, or to allow Licensee to modify its improvements or alterations to accommodate changes to the License Area, following a disruption.

City would not be willing to give this License absent Licensee's assurances under this **Section 13**, and Licensee expressly assumes all liability or obligations that may arise under this **Section 13**.

14. **Signs**. Except for any pipeline markers required by City or any regulatory agency with jurisdiction, signage reasonably necessary for Licensee to fulfill its communications obligations pursuant to **Section 5(r)** [Communications] above, and permanent signage with rules, regulations, hours of use, and contact information, Licensee shall not place, erect, or maintain any sign, advertisement, banner, or similar object in, on, or about the License Area without City's prior written consent, which shall not be unreasonably withheld; provided, however, that, without City's prior written consent, if necessary for Licensee's construction use, Licensee may place in the License Area a temporary sign of less than thirty (30) days' duration that does not penetrate the ground surface.

15. **Surrender**. Upon **(a)** the expiration of the Term or upon its early termination by Licensee pursuant to **Section 2(b)** [Term of License] above or **(b)** within ten (10) days after any other revocation or termination of this License, Licensee shall surrender the License Area in the same condition as received, and broom clean, free from hazards, and clear of all debris. At such time, Licensee shall remove all of its property from the License Area and any signs and, upon City's request, any other structures, improvements, or alterations placed on the License Area during the term of this License (including the Running Course and all other improvements identified in **Section 5(l)** [Responsibility for Maintenance of License Area and Licensee's Facilities] above), and shall repair, at its cost, any damage to the License Area caused by such removal. Licensee's obligations under this Section shall survive any termination of this License.

16. **Repair of Damage**. If any portion of the License Area or any City property located on or about the License Area is damaged or threatened by any of the activities conducted by Licensee or anyone acting by or through Licensee, at its sole cost, Licensee shall immediately notify City of such damage or threat by **(a)** telephoning the SFPUC's dispatch operator as specified in **Section 31(b)** [Notices], and **(b)** providing written notice in accordance with **Section 31(a)** [Notices]. City may, but shall not be obligated to, remedy such damage or threat at Licensee's sole cost, or City may elect to witness Licensee's repair work. If City elects not to remedy such damage or threat, Licensee shall repair any and all such damage and restore the License Area or property to its previous condition subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the License Area. Licensee is solely responsible for the location of any such utilities and other existing facilities and their protection from damage. Licensee shall be solely responsible to arrange and pay directly for any utilities or services necessary for its activities pursuant to this License; provided, Licensee shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the License Area.

17. **City's Right to Cure Defaults by Licensee**. If Licensee fails to perform any of its obligations under this License to restore the License Area, remove or alter any of Licensee's improvements or alterations, or repair damage, or if Licensee defaults in the performance of any of its other obligations under this License, then, at its sole option, City may remedy such failure for Licensee's account and at Licensee's expense by providing Licensee with three (3) days' prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any of City's rights or remedies under this License, and nothing in this License shall imply any duty of City to do any act that Licensee is obligated to perform. Licensee shall pay to City upon demand, all costs, damages, expenses, or liabilities incurred by City, including reasonable attorneys', experts', and consultants' fees, in remedying or attempting to remedy such default. Licensee's obligations under this Section shall survive the termination of this License.

18. **No Costs to City**. Licensee shall bear all costs or expenses of any kind or nature in connection with its use of the License Area, and shall keep the License Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the License Area.

19. **Indemnity**. Licensee shall indemnify, defend, reimburse, and hold harmless City, its officers, agents, employees, and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind ("**Claims**"), arising in any manner out of **(a)** any injury to or death of any person or damage to or destruction of any property occurring in, on, or about any part of the License Area or any other City property used or accessed under this License, whether such injury, death, damage, or destruction is caused by the person or property of Licensee, its officers, directors, members, employees, agents, consultants, contractors, or subcontractors (collectively, "**Agents**"), its invitees, guests, or business visitors (collectively, "**Invitees**"), or third persons, relating to any use or activity under this License, **(b)** any failure by Licensee to faithfully observe or perform any of the terms, covenants, or conditions of this License, **(c)** the use of the License Area or any activities conducted on the License Area by Licensee, its Agents, or Invitees, **(d)** any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Licensee, its Agents, or Invitees, on, in, under, or about the License Area, any improvements or into the environment, **(e)** any failure by Licensee to faithfully observe or perform any terms, covenants, or conditions of the Recorded Documents to the extent that such terms, covenants, or conditions relate to or are triggered by the work to be performed or improvements or alterations installed pursuant to this License, **(f)** issuance of this License, or **(g)** claims that this License or Licensee's use does not comply with applicable law (including but not limited to the California Environmental Quality Act); except to the extent of Claims resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. In addition to Licensee's obligation to indemnify City, Licensee has an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Licensee by City and continues at all times thereafter. The foregoing indemnity shall include reasonable attorneys', experts', and consultants' fees and costs, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including damages for decrease in the value of the License Area and claims for damages or decreases in the value of adjoining property. Licensee's obligations under this Section shall survive the expiration or other termination of this License.

20. Waiver of Claims.

(a) Neither City nor any of its commissions, departments, boards, officers, agents, or employees shall be liable for any damage to the property of Licensee, its officers, agents, employees, contractors, or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the License Area or its use by Licensee, or Licensee's Agents or Invitees.

(b) Because this License is freely revocable by City, Licensee expressly assumes the risk of making any expenditure in connection with this License, even if such expenditures are substantial. Without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, under any present or future Laws, including any claim for inverse condemnation or the payment of just compensation under law or equity, if City exercises its right to revoke or terminate this License.

(c) Licensee acknowledges that it will not be a displaced person at the time this License is terminated or revoked or expires by its own terms, and Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, under any present or future Laws, including any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

(d) The fees payable pursuant to this License do not take into account any potential City liability for any consequential or incidental damages including lost profits and arising out of disruption to or any improvements or alterations installed pursuant to this License; or Licensee's uses of the License Area permitted by this License. City would not be willing to grant this License in the absence of a waiver of liability for consequential or incidental damages resulting from the acts or omissions of City or its departments, commissions, officers, directors, and employees, and by all persons acting by, through, or under each of them, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages (including lost profits) and covenants not to sue for such damages City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, arising out of this License or the uses authorized under this License, including any interference with uses conducted by Licensee pursuant to this License, regardless of the cause, and whether or not due to the negligence of City or its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, except for the gross negligence and willful misconduct of City or its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them.

(e) As part of Licensee's agreement to accept the License Area in its "As Is" condition as provided below, and without limiting such agreement, Licensee, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, City

and its officers, agents, and employees, and their respective heirs, successors, administrators, personal representatives, and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and/or unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the License Area and any related improvements or any applicable Laws or the suitability of the License Area for Licensee's intended use.

(f) In connection with the foregoing releases, Licensee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Licensee acknowledges that the releases contained in this License include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Licensee realizes and acknowledges that it has agreed upon this License in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of California Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained in this License shall survive any termination of this License.

21. <u>As Is Condition of License Area; Disability Access; Disclaimer of Representations</u>. Licensee accepts the License Area in its "AS IS" condition, without representation or warranty of any kind by City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, and subject to all applicable Laws governing the use of the License Area. Without limiting the foregoing, this License is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances, and other title matters affecting the License Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

City discloses **(i)** City has not been issued a disability access inspection certificate as described in California Civil Code Section 55.53(e), **(ii)** pursuant to California Civil Code Section 1938, that City has not ordered, performed, or caused to be performed, a Certified Access Specialist ("**CASp**") inspection of the License Area (sometimes referred to as "premises" or "subject premises" for the herein disclosures), and **(iii)** City makes the following statutory disclosure per California Civil Code Section 1938 (the required "**CASp Disclosure**"):

"A Certified Access Specialist ("**CASp**") can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

22. <u>No Assignment</u>. This License is personal to Licensee and shall not be assigned, conveyed, or otherwise transferred by Licensee under any circumstances. Any attempt to assign, convey, or

otherwise transfer this License shall be null and void and cause the immediate termination and revocation of this License.

23. Cessation of Use. During the Term, Licensee will not terminate its activities on the License Area pursuant to this License without prior written notice to City.

24. No Joint Ventures or Partnership; No Authorization. This License does not create a partnership or joint venture between City and Licensee as to any activity conducted by Licensee on, in, or relating to the License Area. Licensee is not a state actor with respect to any activity conducted by Licensee on, in, under or around the License Area. City's provision of this License does not constitute City's authorization or approval of any activity conducted by Licensee on, in, around, or relating to the License Area.

25. MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code Section 12F are incorporated into and made a part of this License by this reference. By signing this License, Licensee confirms that Licensee has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

26. Non-Discrimination in City Contracts and Benefits Ordinance.

(a) Covenant Not to Discriminate. In the performance of this License, Licensee shall not discriminate against any employee of, any City employee working with Licensee, or applicant for employment with, Licensee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) Other Subcontracts. Licensee shall include in all subcontracts relating to the License Area a non-discrimination clause applicable to such subcontractor in substantially the form of **subsection (a)** [Covenant Not to Discriminate] above. In addition, Licensee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Licensee's failure to comply with the obligations in this subsection shall constitute a material breach of this License.

(c) Non-Discrimination in Benefits. Licensee does not as of the date of this License and will not during the term of this License, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with

a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to License.** As a condition to this License, Licensee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco San Francisco Contract Monitoring Division (the "**CMD**"). Licensee represents that prior to execution of this License, **(i)** Licensee executed and submitted to the CMD Form CMD-12B-101 with supporting documentation, and **(ii)** the CMD approved the form.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the license of City property are incorporated in this Section by reference and made a part of this License as though fully set forth. Licensee shall comply fully with and be bound by all of the provisions that apply to this License under such Chapters of the San Francisco Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Licensee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this License may be assessed against Licensee and/or deducted from any payments due Licensee.

27. **Requiring Health Benefits for Covered Employees.** To the extent applicable and unless exempt or preempted by other Laws, Licensee shall comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance ("**HCAO**"), as set forth in San Francisco Administrative Code Chapter 12Q ("**Chapter 12Q**"), including the implementing regulations, as the same may be amended or updated from time to time. The provisions of Chapter 12Q are incorporated into this License by reference and made a part of this License as though fully set forth. The text of the HCAO is currently available on the web at http://www.sfgov.org/olse/hcao. Capitalized terms used in this Section and not defined in this License shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee Licensee shall provide the applicable health benefit set forth in Section 12Q.3 of the HCAO. If Licensee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if Licensee meets the requirements of a "small business" as described in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with **subsection (a)** above.

(c) Licensee's failure to comply with any applicable requirements of the HCAO shall constitute a material breach by Licensee of this License and City's remedies shall be those set forth in the HCAO. If, within thirty (30) days after receiving City's written notice of a breach of this License for violating the HCAO, Licensee fails to cure such breach or, if such breach cannot reasonably be cured within such 30-day period, Licensee fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, City shall have the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

(d) Any Contract or Subcontract regarding services to be performed on the License Area entered into by Licensee shall require the Contractors and Subcontractors, as applicable, to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Licensee shall notify the Purchasing Department when it enters into such a Contract or Subcontract and shall certify to the Purchasing Department that it has notified the Contractor or Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on the Contractor or Subcontractor through written agreement with such Contractor or Subcontractor. Licensee shall be responsible for ensuring compliance with the HCAO by each Contractor and Subcontractor performing services on the License Area. If any Contractor or Subcontractor fails to comply, City may pursue the remedies set forth in this Section against Licensee based on the Contractor's or Subcontractor's failure to comply, provided that the Contracting Department has first provided Licensee with notice and an opportunity to cure the violation.

(e) Licensee shall not discharge, reprimand, penalize, reduce the compensation of, or otherwise discriminate against, any employee for notifying City of any issue relating to the HCAO, for opposing any practice proscribed by the HCAO, for participating in any proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Licensee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the requirements of the HCAO.

(g) Licensee shall keep itself informed of the requirements of the HCAO, as they may change from time to time.

(h) Upon request, Licensee shall provide reports to City in accordance with any reporting standards promulgated by City under the HCAO, including reports on Subcontractors or Contractors.

(i) Within five (5) business days after any request by City, Licensee shall provide City with access to pertinent records relating to any Licensee's compliance with the HCAO. In addition, City and its officers, agents, and employees may conduct random audits of Licensee at any time during the term of this License. Licensee shall cooperate with City in connection with any such audit.

28. **Notification of Limitations on Contributions**. Licensee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with City for the selling or leasing of any land or building to or from City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to **(a)** the City elective officer, **(b)** a candidate for the office held by such individual, or **(c)** a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the contract is approved. Licensee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $100,000 or more. Licensee further acknowledges that **(i)** the prohibition on contributions applies to each Licensee; each member of Licensee's board of directors, and Licensee's chief executive officer, chief financial officer, and chief operating

officer; any person with an ownership interest of more than ten percent (10%) in Licensee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Licensee; and **(ii)** within thirty (30) days of the submission of a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract. Additionally, Licensee certifies it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract to the City, and has provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons.

29. Tropical Hardwoods and Virgin Redwoods. City urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Except as permitted by the application of Sections 802(b) and 803(b), Licensee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product in the performance of this License.

30. Taxes, Assessments, Licenses, License Fees, and Liens.

(a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee further recognizes and understands that any transfer or assignment permitted under this License and any exercise of any option to renew or extend this License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder.

(b) Licensee shall pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest created by this License and shall pay all other taxes, excises, licenses, permit charges, and assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by law, all of which shall be paid when the same become due and payable and before delinquency.

(c) Licensee shall not allow or suffer a lien for any such taxes or charges to be imposed upon the License Area or upon any equipment or property located on the License Area without promptly discharging the same, provided that Licensee may contest the validity of the same by paying under protest or posting adequate (at City's sole discretion) security during any such contest.

31. Notices.

(a) Any notice, consent, or approval required or permitted to be given under this License shall be in writing and shall be given by **(i)** hand delivery, against receipt, **(ii)** reliable next-business-day courier service that provides confirmation of delivery, or **(iii)** United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either Party may from time to time specify in writing to the other Party upon five (5) days' prior, written notice in the manner provided above):

City or the SFPUC: Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director
Re: SMCCCD – Cross Country Track
License P3973A
Telephone No.: (415) 487-5210

Licensee: San Mateo County Community College District
3401 CSM Drive
San Mateo, CA 94402
Attn: Executive Vice Chancellor of Administrative Services
Re: SMCCCD – Cross Country Track
License P3973A
Telephone No.: (650) 574-6550

Billing Address: San Mateo County Community College District
3401 CSM Drive San Mateo, CA 94402
Attn: Michele Rudovsky

Chief Facilities and Operations Officer
Re: SMCCCD – Cross Country Course
License P3973A
Telephone No.: (650) 358-6733
E-mail: rudovskym@smccd.edu

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon the confirmed date of delivery, attempted delivery, or rejected delivery, whichever occurs first. Any e-mail addresses, telephone numbers, or facsimile numbers provided by one Party to the other shall be for convenience of communication only; neither Party may give official or binding notice orally or by e-mail or facsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of an oral notice or an e-mail or telefacsimile copy of the notice.

(b) Running Course operations, maintenance activities, watershed, and lands impacts. Licensee shall contact the SFPUC's Peninsula Watershed Manager by phone at (650) 652-3200 for any operational or maintenance activities that would affect the SFPUC's watershed or impact the SFPUC's land.

(c) Emergency Contacts. Licensee shall immediately notify the SFPUC's Millbrae Dispatch facility by phone at (650) 872-5900 of any emergency or incident requiring emergency response.

32. Prohibition of Tobacco Sales and Advertising. Licensee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco

products or the name of any cigarette or tobacco product in any promotion of any event or product. In addition, Licensee acknowledges and agrees that no Sales, Manufacture, or Distribution of Tobacco Products (as such capitalized terms are defined in Health Code Section 19K.1) is allowed on the License Area and such prohibition must be included in all subleases or other agreements allowing use of the License Area. The prohibition against Sales, Manufacture, or Distribution of Tobacco Products does not apply to persons who are affiliated with an accredited academic institution where the Sale, Manufacture, and/or Distribution of Tobacco Products is conducted as part of academic research.

33. **Prohibition of Alcoholic Beverage Advertising**. Licensee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

34. **Restrictions on the Use of Pesticides.** Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or "**IPM Ordinance**") describes an integrated pest management ("**IPM**") policy to be implemented by all City departments. Licensee shall not use or apply or allow the use or application of any pesticides on the License Area or contract with any person or entity to provide pest abatement or control services to the License Area without first receiving City's written approval of an IPM plan that **(a)** lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the License Area during the term of this License, **(b)** describes the steps Licensee will take to meet the City's IPM Policy described in Section 300 of the IPM Ordinance and **(c)** identifies, by name, title, address, and telephone number, an individual to act as the Licensee's primary IPM contact person with the City. Licensee shall comply, and shall require all of Licensee's contractors to comply, with the IPM plan approved by the City and shall comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Licensee were a City department. Among other matters, such provisions of the IPM Ordinance: **(i)** provide for the use of pesticides only as a last resort, **(ii)** prohibit the use or application of pesticides on property owned by the City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City's Department of the Environment), **(iii)** impose certain notice requirements, and **(iv)** require Licensee to keep certain records and to report to City all pesticide use at the License Area by Licensee's staff or contractors.

If Licensee or Licensee's contractor will apply pesticides to outdoor areas at the License Area, Licensee must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation ("**CDPR**") and any such pesticide application shall be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City's current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, http://sfenvironment.org/ipm.

35. **Conflict of Interest.** Through its execution of this License, Licensee acknowledges that it is familiar with the provisions of Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and sections 87100 et seq. and sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a

violation of those provisions, and agrees that if Licensee becomes aware of any such fact during the term of this License, Licensee will immediately notify the City.

36. Disclosure. City's Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Law (Gov't Code Sections 6250 et seq.), apply to this License and any and all records, information, and materials submitted to City in connection with this License. Accordingly, any and all such records, information, and materials may be subject to public disclosure in accordance with City's Sunshine Ordinance and the State Public Records Law. Licensee authorizes City to disclose any records, information, and materials submitted to City in connection with this License.

37. Food Service and Packaging Waste Reduction. Licensee shall comply fully with and be bound by all of the applicable provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this License by this reference and made a part of this License as though fully set forth. Capitalized terms used in this Section that are not otherwise defined in this License have the same meaning assigned to such terms in San Francisco Environment Code, Chapter 16. Accordingly, Licensee acknowledges that City contractors and lessees may not use Disposable Food Service Ware that contains Polystyrene Foam in City Facilities while performing under a City contract or lease, and shall instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this License.

38. Disability Access. Pursuant to California Civil Code Section 1938, City hereby notifies Licensee that as of the date of this License, the License Area has not undergone inspection by a "Certified Access Specialist" in order to determine whether the License Area meets all applicable construction-related accessibility standards under California Civil Code Section 55.53.

39. Severability. If any provision of this License, or its application to any person, entity, or circumstance, shall be invalid or unenforceable, the remainder of this License, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this License shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this License.

40. Cooperative Drafting. This License has been drafted through a cooperative effort of both Parties, and both Parties have had an opportunity to have the License reviewed and revised by legal counsel. No Party shall be considered the drafter of this License, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this License.

41. Criminal History in Hiring and Employment Decisions.

(a) Unless exempt, Licensee shall comply with and be bound by all of the provisions of San Francisco Administrative Code Chapter 12T (Criminal History in Hiring and Employment Decisions; "**Chapter 12T**"), which are hereby incorporated into this License by reference as the same may be amended from time to time, with respect to applicants and employees of Licensee who would be or are performing work at the License Area. Capitalized terms used in this Section

that are not otherwise defined in this License shall have the meanings assigned to such terms in Chapter 12T.

(b) Licensee shall incorporate by reference the provisions of Chapter 12T in all contracts to perform work within the License Area, and shall require all contractors to comply with such provisions. Licensee's failure to comply with the obligations in this subsection shall constitute a material breach of the License.

(c) Licensee and its contractors performing work in the License Area shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment, or employee's: **(i)** Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; **(ii)** participation in or completion of a diversion or a deferral of judgment program; **(iii)** a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; **(iv)** a Conviction or any other adjudication in the juvenile justice system; **(v)** a Conviction that is more than seven years old, from the date of sentencing; or **(vi)** information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(d) Licensee and its contractors shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in **subsection (c)** above. Licensee and its contractors shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(e) Licensee and its contractors shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment with Licensee or its contractor at the License Area, that the Licensee or contractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(f) Licensee and its contractors shall post the notice prepared by the Office of Labor Standards Enforcement ("**OLSE**"), available on OLSE's website, in a conspicuous place at the License Area and at other workplaces within San Francisco where interviews for job opportunities at the License Area. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least five percent (5%) of the employees at the License Area or other workplace at which it is posted.

(g) Upon any failure to comply with the requirements of Chapter 12T, City shall have the right to pursue any rights or remedies available under Chapter 12T or the License, including a penalty of $50 for a second violation and $100 for a subsequent violation for each employee, applicant, or other person as to whom a violation occurred or continued, or termination or suspension in whole or in part of the License.

(h) If Licensee has any questions about the applicability of Chapter 12T, it may contact City's Real Estate Division for additional information. City's Real Estate Division may consult with the Director of City's Office of Contract Administration who may also grant a waiver, as set forth in Section 12T.8.

42. **San Francisco Packaged Water Ordinance**. Licensee shall comply with San Francisco Environment Code Chapter 24 ("**Chapter 24**"). Licensee shall not sell, provide or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this License or on City property unless Licensee obtains a waiver from the City's Department of the Environment. If Licensee violates this requirement, the City may exercise all remedies in this License and the Director of the City's Department of the Environment may impose administrative fines as set forth in Chapter 24.

43. **General Provisions**. **(a)** This License may be amended or modified only by a writing signed by City and Licensee. **(b)** No waiver by any Party of any of the provisions of this License shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. **(c)** The exhibits referenced in and attached to this instrument are incorporated into this License. **(d)** This License contains the entire agreement between the Parties regarding the subject matter of this License, and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this License. **(e)** The section and other headings of this License are for convenience of reference only and shall be disregarded in the interpretation of this License. **(f)** Time is of the essence in all matters relating to this License. **(g)** This License shall be governed by California law and City's Charter. **(h)** If either Party commences an action against the other or a dispute arises under this License, the prevailing Party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes of this License and the indemnifications set forth in this License, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding City's use of its own attorneys. **(i)** If Licensee consists of more than one person then the obligations of each person shall be joint and several. **(j)** Licensee may not record this License or any memorandum of this License. **(k)** Subject to the prohibition against assignments or other transfers by Licensee hereunder, this License shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns. **(l)** Any sale or conveyance of the property burdened by this License by City shall automatically revoke this License. **(m)** Notwithstanding anything to the contrary contained in this License, no officer or employee of City has authority to commit City to this License unless and until a resolution of the SFPUC shall have been duly adopted approving this License and authorizing the transaction contemplated by this License. Therefore, any of City's obligations or liabilities pursuant to or under this License are contingent upon enactment of such a resolution, and this License shall be null and void if, at its sole discretion, the SFPUC does not approve this License. **(n)** Each of the persons executing this License on Licensee's behalf do hereby covenant and warrant that Licensee is a duly authorized and existing entity, that Licensee is qualified to do business in California, that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon City's request, Licensee shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties. **(o)** Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City under this License may be made at City's sole and absolute discretion. **(p)** Whenever this License requires City's or the SFPUC's consent or approval, the General Manager of the SFPUC, or his or her designee, shall be authorized to provide such consent or approval, except as otherwise provided by applicable Laws, including City's Charter, or by the SFPUC's Real Estate Guidelines. No consent, approval, election, or option shall be effective unless given, made, or exercised in writing. **(q)** This License may be executed in two or more

counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. **(r)** Use of the word "including" or similar words will not be construed to limit any general term, statement, or other matter in this License, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE, NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS LICENSE UNLESS AND UNTIL CITY'S PUBLIC UTILITIES COMMISSION SHALL HAVE DULY ADOPTED A RESOLUTION APPROVING THIS LICENSE AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED IN THIS LICENSE. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY UNDER THIS LICENSE ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS LICENSE SHALL BE NULL AND VOID IF CITY'S PUBLIC UTILITIES COMMISSION DOES NOT APPROVE THIS LICENSE, AT ITS SOLE DISCRETION. APPROVAL OF THIS LICENSE BY ANY DEPARTMENT, COMMISSION, OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

[SIGNATURES ON FOLLOWING PAGE]

LICENSEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS LICENSE, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

LICENSEE:

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a California public school district

By: _____

Its: _____

Date: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
DENNIS J. HERRERA
General Manager
San Francisco Public Utilities Commission
(authority pursuant to SFPUC Resolution No. 24-0185)

Date: _____

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Anna Parlato Gunderson
Deputy City Attorney

EXHIBIT A

Description of License Area

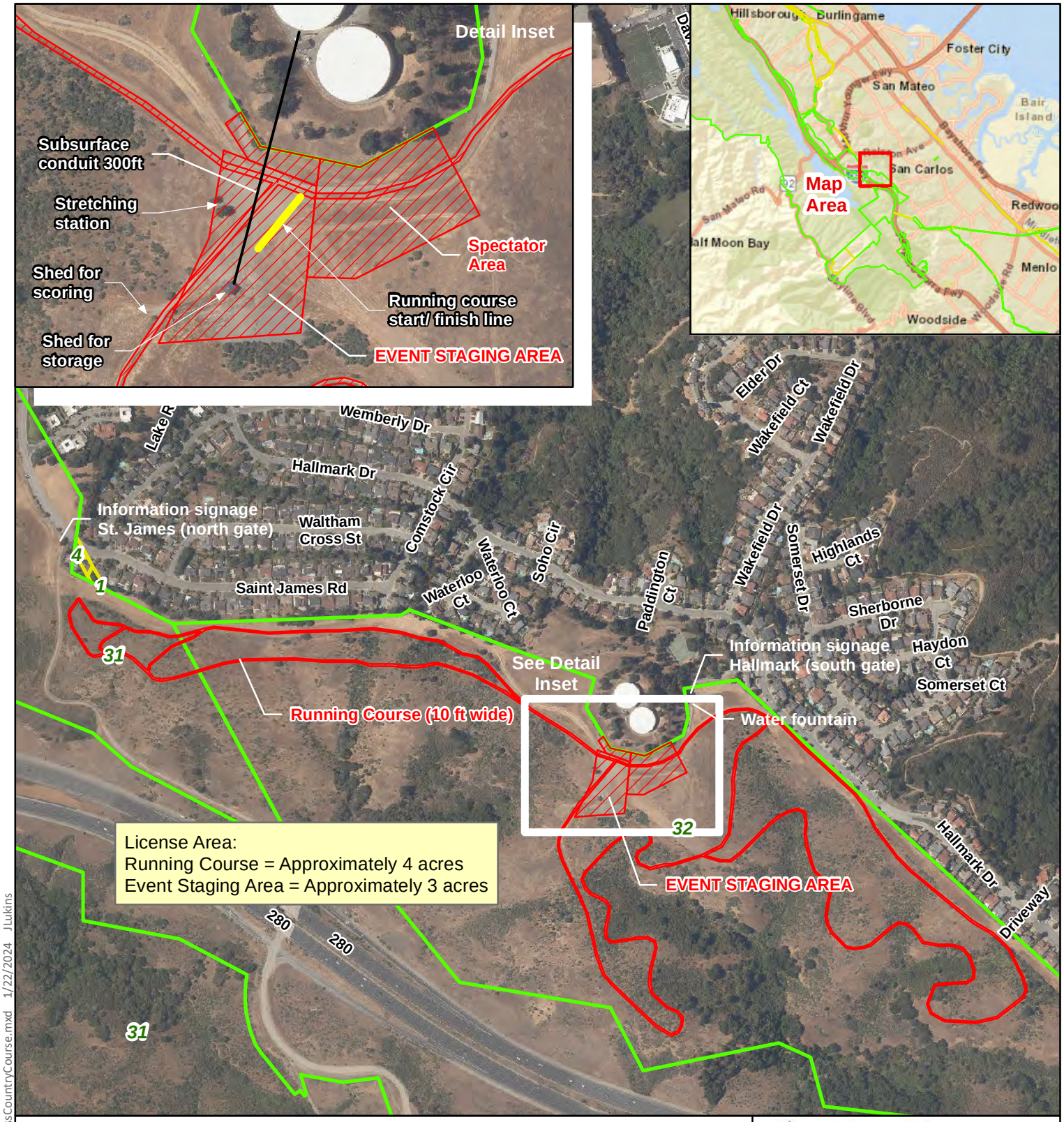
All that certain real property located in the County of San Mateo, California, described as follows:

Portions of Parcel Nos. 31 and 32, according to SFPUC records and as generally depicted on the drawing attached **Exhibit B** and made a part of this License.

EXHIBIT B

General Depiction of the License Area

[see attached]



Legend

License Area

Portions of the following APN's
093-080-170
093-090-130
093-090-140
093-090-150

SFPUC Parcels (Fee Owned)

SFPUC Parcels (Easement / Road)

The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments.

N

Scale: 1:8,600

0 Feet 1,000

Hetch Hetchy Regional Water System
San Francisco Public Utilities Commission
Real Estate Services

Exhibit

License P3973A to San Mateo Community College Cross-country Course

Date: 1-22-24 Author: JGL

S:\Real_Estate\GIS_Data\Maps\P3973A_SMCC_CrossCountryCourse.mxd 1/22/2024 JLukins

EXHIBIT C

Deed

[see attached]

Parcel 31: Crystal Springs, San Andreas and Pilarcitos Reservoirs and Watershed Lands

nencing at a point in the boundary line between the Buri Buri Rancho and the San Pedro Rancho, distant thereon north 39° west 84.57 chains from Station "B. B. 6" of said Buri Buri Rancho as finally surveyed September, 1864, by the United States Surveyor General; said point of commencement being also the northwesterly corner of a tract of 152.43 acres conveyed by Frank H. Gardiner et al. to Spring Valley Water Company by deed dated June 21, 1904, and recorded in the office of the County Recorder of the County of San Mateo, August 19, 1904, in Liber 110 of Deeds, page 64, and running thence from said point of commencement along the northwesterly line of said tract north 48½° east 15 chains; thence north 30¾° east 21.66 chains; thence north 43¾° east 0.47 chain to a round topped iron pipe monument 4 inches in diameter, set in concrete at the northerly corner of said tract and the northwesterly corner of that certain 23.558 acre tract conveyed to Spring Valley Water Company by Mills Estate Incorporated by deed dated April 3, 1923, and recorded May 9, 1923 in Volume 76 of Official Records at page 220, San Mateo County Records; thence along the northwesterly boundary line of said tract north 39° 47′ east 156.77 feet to a round topped iron pipe monument 4 inches in diameter set in concrete; thence continuing along said last mentioned course 40.91 feet to Engineer's Station 394 + 39.53 on the center line survey for the Skyline Boulevard (California State Highway, Division IV, San Mateo County, Route 55, Section A); thence along said center line survey south 38° 07′ east 8164.77 feet to Engineer's Station 476 + 04.30 at the southerly corner of a 20.069 acre tract conveyed by Spring Valley Water Company to Mills Estate, Incorporated, by deed dated April 23, 1923, and recorded May 9, 1923, in Book 76, Official Records of San Mateo County, at page 216; thence leaving said Highway north 56° 52′ east along the southeasterly line of said Mills tract 40.15 feet to an iron pipe monument set in concrete and continuing north 56° 52′ east 22.43 feet to the easterly line of a 153.75 acre tract conveyed by D. O. Mills and A. I. Easton to Spring Valley Water Works by deed dated July 17, 1868, and recorded August 3, 1868, in Book 8 of Deeds at page 147, San Mateo County records; thence along said easterly line south 0° 15′ west 121.60 feet, south 50½° east 7.00 chains, south 22¼° east 3.50 chains, south 38½° east 13.76 chains, and south 47¾° east 9.00 chains to the easterly corner of said 153.75 acre tract; thence leaving said tract south 47¾° east 16.02 chains and south 29¼° east 6.05 chains to the northeasterly corner of a 31.69 acre tract conveyed by A. Bollcoff et ux to Spring Valley Water Works by deed dated July 17, 1868, and recorded July 20, 1868, in Book 7 of Deeds at page 254, San Mateo County records; thence along the easterly line of said tract south 29¾° east

5.95 chains; thence south 52° east 4.94 chains; thence south 60¾° east 2.39 chains; thence south 60½° east 2.99 chains; thence south 36½° east 9.38 chains to the northeasterly corner of a 36.60 acre tract conveyed by C. K. Garrison to Spring Valley Water Works by deed dated August 13, 1868, and recorded in the office of the County Recorder of the County of San Mateo September 4, 1868, in Liber 7 of Deeds at page 306; thence south 36½° east 13.16 chains to the northeast corner of a tract of 66.92 acres conveyed by Edward Taylor to Spring Valley Water Works by deed dated July 18, 1868, and recorded in the office of the County Recorder of San Mateo County August 3, 1868, in Liber 8 of Deeds at page 153; thence south 27¾° east 25.05 chains to the northeast corner of a tract of 34.52 acres conveyed by H. S. Jones et ux. to Spring Valley Water Works by deed dated September 8, 1868, and recorded in the office of the County Recorder of the County of San Mateo September 17, 1868, in Liber 8 of Deeds at page 288; thence running along the easterly line of said last mentioned tract south 50° east 12.90 chains to the northeast corner of a tract of 96.11 acres conveyed by D. Ogden Mills to Spring Valley Water Works by deed dated July 17, 1868, and recorded in the office of the County Recorder of the County of San Mateo August 3, 1868, in Liber 8 of Deeds at page 149; thence north 53° 39′ east 257.3 feet to Engineer's Station "A" 563 + 33.72 on said center line survey for the Skyline Boulevard; thence along said center line survey as follows: South 40° 27′ east 4005.29 feet to Engineer's Station "A" 603 + 39.01; thence on a curve to the right with a radius of 1000 feet and a central angle of 12° 31′ 30″, a distance of 218.17 feet to Engineer's Station "A" 605 + 57.18; thence south 27° 55′ 30″ east 667.74 feet to Engineer's Station "A" 612 + 24.92 on the line dividing land now or formerly of Mills Estate, Inc., and land of Panama Realty Company; thence leaving said center line survey and running along said dividing line south 52° 22′ 40″ west 568.79 feet to the northwesterly corner of lands of Panama Realty Company acquired by deed from Ansel M. Easton and Louise A. Easton, his wife, recorded in Volume 243 of Deeds at page 295, Records of San Mateo County; thence along the westerly line of said lands south 43° 48′ east 1156.85 feet along a fence to an old stake; thence south 78° 30′ east 100 feet to an old 20 penny nail in the ground 20 feet easterly from a curved fence; thence on a curve to the left (20 feet easterly from said curved fence) with a radius of 370 feet, a distance of 322.89 feet, the long chord of which bears south 13° 30′ east; thence on a curve to the left (20 feet easterly from said curved fence) with a radius of 1030 feet, a distance of 701.10 feet, the long chord of which bears south 58° east; thence south 12° 23′ west 368.80 feet to a fence corner; thence south 43° 46′ 50″ east 1819.32 feet along a fence to the boundary line between the said Buri Buri Rancho and San Mateo Rancho; thence along said boundary line north 54° 48′ east 157.43 feet to a round topped iron pipe monument 4 inches in diameter set in concrete; thence continuing along said boundary line north 54° 48′ east 40.07 feet to Engineer's Station 654 + 43.80 on said center line survey for the Skyline Boulevard; thence continuing along said boundary line north 54° 48′ east 32.06 feet to the northeast corner of a tract of 284.55 acres conveyed by Home Mutual Insurance Company to Spring Valley Water Works by deed dated January 9, 1886, and recorded in the office of the County Recorder of the County of San Mateo January 26, 1886, in Liber 39 of Deeds at page 423; thence along the easterly line of said last mentioned tract south 37¾° east 76.53 chains to the northeasterly corner of a tract of 981.50 acres conveyed by William H. Howard et al. to Spring Valley Water Works by deed dated December 14, 1886, and recorded in the office of the County Recorder of the County of San Mateo December 17, 1886, in Liber 41 of Deeds at page 125; thence along the easterly line of said last mentioned tract south 34½° east 24.15 chains; thence south 51½° east 59.16 chains to a 3″ x 4″ old

stake set in the angle of a fence; thence following the line of a ridge south 25° 56′ east 514.20 feet, south 34° 26′ east 285.80 feet, south 11° 15′ east 660.00 feet, south 39° 13′ east 330.00 feet, south 0° 41′ west 745.00 feet, south 38° 56′ east 465.00 feet, south 10° 38′ east 1135.00 feet, south 19° 16′ west 160.30 feet; thence leaving said ridge south 2° 13′ east 980.96 feet to a point on the County Road known as the Crystal Springs Road; thence along the center of said road north 83° 27′ east 30.21 feet, south 22° 49′ east 168.60 feet, south 47° 23′ east 538.20 feet, south 75° 50′ east 240.20 feet, north 78° 24′ east 144.30 feet, north 57° 02′ east 211.10 feet, north 74° 16′ east 195.50 feet, north 67° 25′ east 167.40 feet, north 87° 42′ east 183.00 feet, north 81° 24′ east 144.20 feet to a monument marked "P 35," north 46° 24′ east 368.10 feet to a monument marked "P 36," north 39° 10′ east 199.90 feet to a monument marked "P 37," north 56° 40′ east 329.80 feet to a monument marked "P 38," north 75° 40′ east 259.80 feet to a monument marked "P 39," north 70° 10′ east 289.80 feet to a monument marked "P 40," north 31° 53′ east 169.90 feet to a monument marked "P 41," north 20° 38′ east 321.00 feet to a point in the center of the County Road known as the Crystal Springs Road, said point being distant south 20° 38′ west 139 feet measured along the center line of said road from an iron monument marked "P 42"; thence south 46° 50′ east 81.6 feet, more or less, to the center of San Mateo Creek and the boundary line between the Rancho de las Pulgas and the Rancho San Mateo, being also the westerly boundary of a tract of 43.17 acres conveyed by Henry Barriolhet to Spring Valley Water Works by deed dated July 7, 1886, and recorded in the office of the County Recorder of San Mateo County January 31, 1891, in Liber 54 of Deeds at page 316; thence in a general northerly direction down the center line of said creek and along the westerly boundary of said 43.17 acre tract 3000 feet, more or less, to Station "P 1" at the most northerly corner of said 43.17 acre tract, from which an alder tree 26 inches in diameter bears north 71° 45′ east 14.60 feet distant; thence leaving the center of San Mateo Creek south 73° east 77 feet to a monument marked "P 52" set in the center of the County Road leading from San Mateo to Half Moon Bay; thence along the center of said County Road south 13° 10′ west 137.5 feet, south 30° 24′ east 240 feet, south 17° 06′ west 280 feet, south 0° 39′ east 330 feet, south 24° 21′ west 190 feet, south 1° 06′ west 160 feet, south 43° 24′ east 410 feet, south 12° 24′ east 330 feet, south 43° 06′ west 440 feet to a monument marked "P 43," from which a willow tree 16 inches in diameter marked "B. T. P. 43" bears north 46° west 40.2 feet distant; thence continuing along the center of said County Road south 20° 28′ west 460 feet, south 1° 22′ east 230 feet, south 14° 08′ west 240 feet, south 49° 37′ east 420 feet, south 28° 52′ east 200 feet, south 35° 12′ east 234.15 feet, south 70° 26′ west 111.84 feet, north 41° 52′ west 400 feet, north 72° 52′ west 200 feet, north 48° 37′ west 440 feet, south 87° 53′ west 110 feet, south 43° 23′ west 210 feet, south 11° 38′ west 160 feet, south 52° 08′ west 170 feet, south 3° 53′ west 190 feet, north 89° 07′ west 250 feet, south 30° 23′ west 250 feet, north 85° 37′ west 200 feet, south 44° 23′ west 130 feet, south 2° 22′ east 210 feet, south 59° 08′ west 100 feet, north 56° 37′ west 240 feet, south 28° 53′ west 250 feet, south 19° 53′ west 205 feet, south 31° 23′ west 170 feet, south 18° 52′ east 450 feet, south 17° 52′ east 220 feet, south 10° 53′ west 280.4 feet to a monument marked "Q 28"; thence leaving the center of said County Road north 82° 26′ east 764.35 feet to a monument marked "P 23"; thence south 40° 02′ east 480.41 feet; thence south 40° 01′ east 1144.97 feet to a monument marked "P 22"; thence south 21° 59′ east 394 feet to a monument marked "P 21"; thence south 22° 32′ 30″ east 660.27 feet to a monument marked "P 20"; thence south 59° 52′ east 1357.87 feet to a monument marked "P 19"; thence south 37° 21′ east 2036 feet to a monument marked "P 18" at the southerly corner of a tract

of 775.77 acres conveyed by Suburban Company to Spring Valley Water Company by deed dated September 2, 1910, and recorded in the office of the County Recorder of San Mateo County September 14, 1910, in Liber 188 of Deeds at page 43; said point also being in the easterly line of a tract of 516.43 acres conveyed by Gustave Touchard to Spring Valley Water Works by deed dated July 27, 1874, and recorded in the office of the County Recorder of the County of San Mateo August 8, 1874, in Liber 23 of Deeds at page 236; thence along the easterly line of said last mentioned tract south 37¼° east 31.59 chains to the northwesterly line of a tract of 628.78 acres conveyed by Christian Bolinger to Spring Valley Water Works by deed dated April 16, 1875, and recorded in the office of the County Recorder of the County of San Mateo April 17, 1875, in Liber 24 of Deeds at page 425; thence along the northwesterly line of said last mentioned tract north 49¼° east 44.13 chains to the northerly corner of said tract; thence along the northeasterly line of said tract south 49¾° east 25.36 chains; thence south 31¾° east 2391.2 feet, more or less, to the northerly corner of a tract of 2.31 acres conveyed by Spring Valley Water Company to W. F. Chipman and Union Trust Company of San Francisco by deed dated June 26, 1918, and recorded July 1, 1918, in Book 274 of Deeds at page 112, San Mateo County Records; thence along the westerly and southerly boundaries of said tract south 19° 47′ west 81.54 feet, south 5° 02′ west 105.55 feet, south 25° 44′ west 193.5 feet, south 51° 35′ east 139.6 feet, south 70° 18′ east 229.4 feet, south 73° 01′ east 142.8 feet to the easterly line of said tract of 628.78 acres conveyed by Christian Bolinger to Spring Valley Water Works; thence along said easterly line south 31° 15′ east 5168.4 feet, more or less, to the easterly corner of a tract of 533 acres conveyed by Christian Bolinger to Spring Valley Water Works by said deed of April 16, 1875, hereinabove referred to; thence along the southeasterly line of said last mentioned tract south 47° 53′ west 4225.3 feet to a concrete monument on the line between the Rancho de las Pulgas and the Rancho Canada de Raymundo distant south 43½° east 31.64 chains from Station "M. G. 2" and "M. A. 4" of said Rancho; thence along said Rancho line south 43° 25′ east 44.60 chains to the easterly corner of that 659.80 acre tract of land conveyed by Margaret O'Callaghan to Spring Valley Water Works by deed dated June 1, 1875, and recorded June 2, 1875, in Book 25 of Deeds at page 54, San Mateo County Records; thence along the southeasterly line of said tract south 46° 30′ west 1892.82 feet to the northerly corner of that certain 7.62 foot strip of land conveyed by The Filoli Estate to Spring Valley Water Company by deed dated July 19, 1929, and recorded July 24, 1929, in Volume 421, Official Records of San Mateo County at page 367; thence along the boundaries of said strip south 26° 31′ east 7.97 feet, south 46° 30′ west 8114.80 feet to the easterly line of the Skyline Boulevard and northerly along said easterly boulevard line 8.0 feet to the southeasterly line of said 659.80 acre tract of land acquired from Margaret O'Callaghan; thence along said southeasterly line south 46° 30′ west 1160 feet, more or less, to the westerly line of Rancho Canada de Raymundo; thence along said Rancho line north 21° west 2.12 chains to the southwesterly corner of that certain 9.23 acre tract conveyed to Octavia McFarland by Spring Valley Water Works by deed dated November 18, 1885, and recorded in the office of the County Recorder of the County of San Mateo December 24, 1886, in Liber 41 of Deeds at page 142; thence along the southeasterly boundary line of said tract north 46° 30′ east 8.50 chains to the westerly side of a public road; thence north 29° west 3.50 chains; thence north 48° west 16.20 chains, more or less, to a point on the westerly boundary line of said Rancho Canada de Raymundo, distant along said line south 21° east 10.08 chains from Station 52 of the United States Coast Survey, said point being the northwesterly corner of said 9.23 acre tract; thence along said Rancho line north 21° west 3.50 chains to the southeasterly

corner of that certain 2.73 acre tract conveyed to Octavia McFarland by Spring Valley Water Works by said deed dated November 18, 1885; thence along the northeasterly boundary line of said tract north 17° 30′ west 518.98 feet to a point distant south 17° 30′ east 225.50 feet from a corner in the easterly boundary of said tract, said point being also the most southerly corner of that certain 1.68 acre tract conveyed to Spring Valley Water Company by Carrie E. Bridge and Henry S. Bridge by deed dated September 24, 1925, and recorded October 15, 1925, in Volume 193 of Official Records at page 221, San Mateo County Records; thence along the boundary of said tract north 46° 23′ west 652.56 feet to a point on the easterly boundary line of the Skyline Boulevard, said point being south 87° 08′ east 50 feet from Engineer's Station "P" 166 + 13.42, Section C, on the center line survey for said boulevard as described in that certain deed from Spring Valley Water Company to State of California dated March 15, 1924, and recorded in the office of the County Recorder of San Mateo County, in Book 139 of Official Records, page 368; thence northerly along the easterly boundary line of said Skyline Boulevard on a curve to the left with a radius of 750 feet and a central angle of 13° 22′, a distance of 174.97 feet, the tangent to said curve at its point of beginning bearing north 2° 52′ east; thence leaving said easterly boundary line of said boulevard and the boundary of said 1.68 acre tract north 44° 49′ 20″ west 225.83 feet along the easterly boundary line of that certain 20 acre tract excepted from land conveyed by Antoine Borel and Gracie Borel, his wife, to Spring Valley Water Company by deed dated April 20, 1908, and recorded in the office of the County Recorder of San Mateo County May 25, 1908, in Liber 145 of Deeds at page 532, to a point on the westerly boundary line of said Skyline Boulevard, said last mentioned point being south 62° 49′ 30″ west 50 feet from Engineer's Station "P" 162 + 47.43 on the center line survey for said boulevard, said point being also the most southerly corner of that certain 0.32 acre tract conveyed by Spring Valley Water Company to Carrie E. Bridge and Henry S. Bridge, her husband, by deed dated September 17, 1925, and recorded October 15, 1925, in Volume 188 of Official Records at page 400, San Mateo County Records; thence along the easterly boundary line of said tract and the westerly boundary line of said boulevard on a curve to the left with a radius of 650 feet and a central angle of 5° 47′, a distance of 65.61 feet, the tangent to said curve at the point of beginning bearing north 27° 10′ 30″ west; thence north 32° 57′ 30″ west 501.23 feet to a point 50 feet distant measured at right angles westerly from Engineer's Station "A" 156 + 75.54 on said boulevard survey, said point being also the most northerly corner of said 0.32 acre tract; thence northwesterly along the easterly boundary line of said 20 acre tract excepted from said lands conveyed to Spring Valley Water Company by Antoine Borel et ux, said boundary line also being the westerly boundary line of the old County Road known as "Sierra Morena Road," to a point on the westerly boundary line of the Skyline Boulevard, said last mentioned point being 50 feet distant measured at right angles westerly from Engineer's Station "A" 149 + 06.70 on said boulevard survey, said point being the most southerly corner of that certain 1.36 acre tract conveyed by Spring Valley Water Company to Carrie E. Bridge and Henry S. Bridge, her husband, by deed dated September 17, 1925 and recorded October 15, 1925, in Volume 188 of Official Records at page 400, San Mateo County Records; thence along the easterly boundary of said tract and the westerly boundary line of said Skyline Boulevard north 32° 57′ 30″ west 423.15 feet; thence on a curve to the left with a radius of 950 feet and a central angle of 19° 07′, a distance of 316.97 feet to a point on the northwesterly boundary line of that certain tract of land containing 449.19 acres conveyed to Spring Valley Water Company by Antoine Borel et ux by deed dated April 20, 1908, and recorded in said Recorder's Office May 25, 1908, in Book 145 of Deeds, page 532;

said point being the northerly corner of said 1.36 acre tract conveyed by Spring Valley Water Company to Carrie E. Bridge and Henry S. Bridge; thence along the northwesterly boundary line of said 449.19 acre tract north 47° 11½′ east 50.62 feet to Engineer's Station "P" 140 + 28.2 on the center line of said Skyline Boulevard; thence continuing along said boundary on the last mentioned course 50.62 feet to a point on the easterly boundary of said boulevard, said point being the southerly corner of that certain 175.53 acre tract conveyed to Spring Valley Water Company by Joseph J. Phillips et ux by deed dated August 5, 1924, and recorded May 29, 1925, in Volume 166 of Official Records at page 484, San Mateo County Records; thence along the westerly boundary line of said 175.53 acre tract, which boundary line is also the easterly boundary line of that certain 7.65 acre tract granted by John F. Linehan et al to the State of California by deed dated February 18, 1924, and recorded April 11, 1924, in Volume 113 of Official Records at page 117, San Mateo County Records, on a curve to the left with a radius of 1050 feet and a central angle of 36° 14′ 02″, a distance of 671.81 feet; thence north 88° west 395.06 feet; thence on a curve to the right with a radius of 550 feet and a central angle of 56° 26′, a distance of 541.72 feet; thence north 31° 34′ west 616.09 feet; thence on a curve to the right with a radius of 1950 feet and a central angle of 12° 22′, a distance of 420.89 feet; thence north 19° 12′ west 1960.82 feet to the northwesterly corner of said 175.53 acre tract; thence south 50° west 27.79 feet, more or less, to a point in the westerly line of the Rancho Canada de Raymundo, from which Engineer's Station "P" 93 + 91.7 on the center line of said Skyline Boulevard bears south 50° west 25.7 feet, said last mentioned point being the southwesterly corner of a tract of 52 acres conveyed by F. W. Quinn et al to Spring Valley Water Works by deed dated October 7, 1897, and recorded in the office of the County Recorder of the County of San Mateo, October 7, 1902, in Liber 92 of Deeds at page 537; thence along the westerly boundary line of said Rancho as surveyed in 1856 by Deputy Surveyor Thomas S. Stevens, under instructions from the United States Surveyor General, north 19° 15′ west 10.50 chains, more or less, to Station "M. G. 9" at the northwest corner of said Rancho; thence along the northerly line of said Rancho north 49° east 1 chain, more or less, to the center line of the County Road known as the Redwood Road; thence northerly along the center line of said road to the intersection thereof with the south line of Lot 3 in Section 24, Township 5 South, Range 5 West, M.D.M., said intersection being the southeasterly corner of that certain 3.50 acre tract excepted from lands conveyed by Frank W. Quinn, Mary Jane Starr and Ellen G. Gilcrest to Spring Valley Water Works by deed dated October 7, 1897, and recorded in the office of the County Recorder of the County of San Mateo, October 7, 1902, in Liber 92 of Deeds at page 537; thence along the easterly boundary of said 3.50 acre tract, and following generally the center line of the County Road known as "Redwood Road," northerly 500 feet, more or less, to its intersection with the westerly boundary line of the Skyline Boulevard, said point of intersection being north 18° 00′ west 144.39 feet from Engineer's Station "P" 85 + 34.50 of said boulevard survey, as described in that certain deed from Spring Valley Water Company to State of California dated March 15, 1924, and recorded in said Recorder's Office in Book 139 of Official Records, page 368, said intersection being the southerly corner of that certain 15.03 acre tract conveyed by Spring Valley Water Company to Julia J. Morrison by deed dated April 7, 1926, and recorded May 10, 1926, in Volume 233 of Official Records at page 160, San Mateo County Records; thence along the westerly boundary line of said highway and the easterly boundary line of said 15.03 acre tract on a curve to the right with a radius of 1550 feet and a central angle of 22° 12′ 50″, a distance of 600.94 feet, the tangent to said curve at its point of beginning bearing north 4° 47′ 10″ east; thence

north 27° 00′ east 272.58 feet; thence on a curve to the left with a radius of 450 feet and a central angle of 70° 53′, a distance of 556.72 feet; thence north 43° 53′ west 306.47 feet; thence on a curve to the left with a radius of 150 feet and a central angle of 83° 37′, a distance of 218.91 feet; thence south 52° 30′ west 353.03 feet to a point in the westerly boundary line of that certain 44.10 acre tract conveyed to Spring Valley Water Company by Julia J. Morrison by deed dated November 22, 1909, and recorded January 10, 1910, in Book 176 of Deeds at page 189, San Mateo County Records; thence along the westerly boundary line of said tract north 23° 01′ west 51.64 feet to Engineer's Station "P-1" 60 + 15.04 of said Skyline Boulevard survey; thence continuing north 23° 01′ west 51.64 feet to a point on the easterly boundary line of said Skyline Boulevard, said point being the southeasterly corner of a tract of 4.20 acres conveyed to Spring Valley Water Company by Julia J. Morrison by deed dated April 12, 1926, and recorded May 10, 1926, in Volume 232 of Official Records at page 120, San Mateo County Records; thence along the easterly boundary line of said boulevard and the westerly boundary line of said 4.20 acre tract south 52° 30′ west 107.97 feet; thence on a curve to the right with a radius of 150 feet and a central angle of 122° 27′, a distance of 320.57 feet; thence north 5° 03′ west 347.59 feet; thence on a curve to the left with a radius of 1050 feet and a central angle of 9° 41′, a distance of 177.46 feet; thence north 14° 44′ west 535.80 feet to a point in the westerly boundary line of said 44.10 acre tract; thence along said boundary line north 27° 44′ west 209.02 feet to Engineer's Station "A" 42 + 36.18 of said boulevard survey; thence continuing north 27° 44′ west 49.22 feet; thence north 25° 04′ west 47.61 feet to a point on the westerly boundary line of said Skyline Boulevard, said point being the southerly corner of that certain 3.40 acre tract conveyed by Spring Valley Water Company to Julia J. Morrison by deed dated April 7, 1926, and recorded May 10, 1926, in Volume 233 of Official Records at page 160, San Mateo County Records; thence along the westerly boundary line of said Skyline Boulevard and the easterly boundary line of said 3.40 acre tract on a curve to the right with a radius of 275 feet and a central angle of 38° 09′, a distance of 183.11 feet, the tangent to said curve at its point of beginning bearing north 13° 47′ east; thence north 51° 56′ east 110.64 feet; thence on a curve to the left with a radius of 175 feet and a central angle of 144° 05′ 30″, a distance of 440.10 feet; thence south 87° 50′ 30″ west 329.50 feet to a point on the westerly boundary line of said 44.10 acre tract; thence along said westerly boundary line north 63° 57′ west 105.79 feet to Engineer's Station "R" 28 + 22.93 of said Skyline Boulevard survey; thence north 63° 57′ west 11.70 feet; thence north 17° 55′ 30″ west 46.21 feet to a point on the easterly boundary line of said Skyline Boulevard, said point being the southerly corner of that certain 1.79 acre tract conveyed to Spring Valley Water Company by Julia J. Morrison by deed dated April 12, 1926, and recorded May 10, 1926, in Volume 232 of Official Records at page 120, San Mateo County Records; thence along the easterly boundary of said Skyline Boulevard and the westerly boundary of said 1.79 acre tract south 87° 50′ 30″ west 107.86 feet; thence on a curve to the right with a radius of 150 feet and a central angle of 176° 51′, a distance of 462.99 feet; thence north 84° 41′ 30″ east 158.42 feet; thence on a curve to the left with a radius of 300 feet and a central angle of 9° 25′ 38″, a distance of 49.36 feet to a point on the westerly boundary line of said 44.10 acre tract; thence along said boundary line of said tract north 18° 21′ 30″ east 5.39 feet to a point on the westerly boundary of that certain 116.08 acre tract conveyed to Spring Valley Water Works by San Mateo Water Works by deed dated October 3, 1883, and recorded October 19, 1883, in Book 37 of Deeds at page 26, San Mateo County Records; thence along said boundary line north 0° 23′ 30″ east 47.60 feet to Engineer's Station "P-2" 18 +-

04.55 of said boulevard survey; thence continuing north 0° 23' 30" east 53.53 feet to a point on the westerly boundary line of said Skyline Boulevard, said point being the southerly corner of that certain 0.88 acre tract conveyed by Spring Valley Water Company to Julia J. Morrison by deed dated April 7, 1926, and recorded May 10, 1926, in Volume 233 of Official Records at page 160, San Mateo County Records; thence along the westerly boundary line of said Skyline Boulevard and the easterly boundary line of said 0.88 acre tract on a curve to the left with a radius of 200 feet and a central angle of 152° 08' 40", a distance of 531.08 feet to a point on the westerly boundary line of that certain 4.96 acre tract conveyed to Spring Valley Water Company by Julia J. Morrison by deed dated November 22, 1909, and recorded January 10, 1910, in Book 176 of Deeds at page 189, San Mateo County Records; thence along said boundary north 17° 05½' west 53.80 feet to Engineer's Station "P-1" 10 + 99.31 of said boulevard survey; thence continuing north 17° 05' 30" west 53.80 feet to a point on the easterly boundary line of said Skyline Boulevard, said point being the southerly corner of that certain 2.25 acre tract conveyed to Spring Valley Water Company by Julia J. Morrison by deed dated April 12, 1926, and recorded May 10, 1926, in Volume 232 of Official Records at page 120, San Mateo County Records; thence along the easterly line of said Skyline Boulevard and the westerly line of said 2.25 acre tract north 85° 25' 30" west 77.93 feet; thence on a curve to the right with a radius of 250 feet and a central angle of 47° 31', a distance of 207.33 feet; thence north 37° 54' 30" west 579.94 feet; thence on a curve to the right with a radius of 350 feet and a central angle of 24° 10' 30", a distance of 147.68 feet; thence north 13° 44' west 15.16 feet; thence leaving said easterly boundary line of said Skyline Boulevard and said westerly boundary line of said 2.25 acre tract south 62° 56' 30" west 174.14 feet; thence north 31° 40' west 803.40 feet to the section line between Sections 13 and 14, Township 5 South, Range 5 West, M. D. M.; thence along said section line north 104.40 feet to a point distant south 519.30 feet from the quarter section corner common to said Sections 13 and 14; thence leaving said section line north 31° 40' west 160.81 feet; thence north 16° 10' west 100 feet; thence north 25° 15' west 100 feet; thence north 11° 55' west 200.20 feet to the southerly boundary line of the Feliz Rancho at a point thereon distant west 196 feet from the section line between Sections 13 and 14, Township 5 South, Range 5 West, M. D. M.; thence along said southerly line of said Rancho east 634.6 feet; thence leaving said line of said Rancho north 21° 20' west 500.28 feet; thence north 16° 30' west 927.30 feet; thence north 19° 15' west 1353 feet to the northwesterly corner of that certain tract of land containing 167 acres, more or less, conveyed to the Spring Valley Water Works by Antoine Borel et ux., by deed dated November 12, 1897, and recorded November 26, 1897, in the office of the County Recorder of San Mateo County in Book 76 of Deeds at page 442; thence west 144.54 feet to the southwesterly corner of that tract of 80 acres conveyed to Spring Valley Water Works by San Mateo Water Works by paragraph I of deed dated October 3, 1883, and recorded October 19, 1883, in the office of the County Recorder of San Mateo County in Liber 37 of Deeds at page 26; thence along the westerly line of said last tract north 891 feet to the southwesterly corner of that 118.58 acre tract conveyed to the Spring Valley Water Works by B. McNamara et ux by deed dated December 18, 1893, and recorded December 19, 1893, in the office of the County Recorder of San Mateo County in Liber 67 of Deeds at page 60; thence north 34° 23' west 1682.1 feet to the southerly line of that 200.08 acre tract conveyed to the Spring Valley Water Works by the San Mateo Water Works by Paragraph IX of deed dated October 3, 1883, and recorded October 19, 1883, in the office of the County Recorder of San Mateo County in Liber 37 of Deeds at page 26;

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thence along said southerly line west 187.44 feet to the southwesterly corner of said last tract; thence along the westerly boundary line of said last tract north 39° 45′ west 561 feet; thence north 20° 20′ east 264 feet; thence north 60° 40′ west 728.64 feet to a point on the westerly boundary line of the Feliz Rancho; thence along said last boundary north 398 feet to a 4 inch iron pipe monument at the northwesterly corner of said 200.08 acre tract, said monument being distant south 256.74 feet from a similar monument set at Station "F. 7" of said Rancho; thence leaving said Rancho line east 359.56 feet to a 4" iron pipe monument set in the southwesterly corner of that certain 89.66 acre tract conveyed to Spring Valley Water Company by the California Pacific Title Insurance Company by deed dated January 28, 1924, and recorded March 10, 1926, in Volume 219 of Official Records at page 305, San Mateo County Records; thence along the westerly boundary of said tract north 10° 56′ west 718.74 feet and north 17° 02′ west 660 feet; thence along the southeasterly boundary of said tract south 72° 20′ west 306.9 feet to the easterly line of a tract of 2398.45 acres conveyed by James D. Walker to Spring Valley Water Works by deed dated August 10, 1874, and recorded in the office of the County Recorder of the County of San Mateo, October 8, 1874, in Liber 24 of Deeds at page 49; thence along the easterly boundary line of said tract south 15° 25′ east 161.04 feet to a 4" iron pipe monument set at a corner in said boundary; thence south 9° 20′ west 801.24 feet; thence south 10° 14′ east 41.58 feet to the boundary line of the Feliz Rancho as surveyed by Robert C. Matthewson, Deputy Surveyor, in 1861, under instructions from the United States Surveyor General, (at a point thereon distant 343.2 feet west from Station "F. 7" of said Rancho; thence along said Rancho line west 976.8 feet to station "F 8" of said Rancho; thence along said Rancho line north 1320 feet to a 4 inch iron pipe monument, from which a 6 inch by 6 inch post bears east 18 inches; said monument being set at the southeasterly corner of that certain 92.77 acre tract conveyed to Spring Valley Water Company by the California Pacific Title Insurance Company by deed dated January 28, 1924, and recorded March 10, 1926, in Volume 219 of Official Records at page 305, San Mateo County Records; thence along the south boundary line of said tract west 1320 feet to a 4 inch iron pipe monument from which a 6 inch by 6 inch post bears west 2 feet, which monument marks the section corner common to sections 2, 3, 10 and 11, Township 5 South, Range 5 West, M. D. B. and M.; thence westerly along the line between Sections 3 and 10, Township 5 South, Range 5 West, M. D. M., 3446.4 feet, more or less, to a point which bears east along said line 1833.60 feet from the corner common to Sections 3, 4, 9 and 10 of said township and range; thence following the line of a ridge south 38° 49′ west 128.19 feet, south 53° 47′ west 152.60 feet, south 52° 15′ west 118.77 feet, south 48° 20′ west 148.42 feet, south 73° 18′ west 74.39 feet, north 89° 09′ west 88.12 feet, south 72° 09′ west 157.15 feet, south 57° 52′ west 224.48 feet, south 48° 22′ west 253.50 feet, south 67° 10′ west 124.03 feet, south 38° 39′ west 132.37 feet, south 37° 36′ west 167.48 feet, south 72° 32′ west 47.10 feet to the summit of the ridge which forms the westerly boundary of the watershed of Pilarcitos Creek; thence following the line of said last mentioned ridge north 54° 40′ west 241.03 feet, north 61° 00′ west 95.68 feet, north 62° 45′ west 126.48 feet to a point in the line between sections 9 and 10, distant south along said section line 772 feet from the corner common to said sections 3, 4, 9 and 10; thence continuing along said ridge north 62° 45′ west 83.42 feet, north 66° 08′ west 97.82 feet, north 28° 28′ west 299.13 feet, north 30° 34′ west 166.00 feet, north 16° 47′ west 301.10 feet to a point in the line between sections 4 and 9 distant west along said section line 477.57 feet from the corner common to said sections 3, 4, 9 and 10; thence continuing along said ridge north 14° 11′ east 105.90 feet, north 12° 23′ west 306.20 feet,

north 67° 22′ west 293.10 feet, north 39° 23′ west 296.04 feet, north 48° 38′ west 290.03 feet, north 44° 42′ west 269.46 feet, north 52° 46′ west 180.92 feet, north 63° 42′ west 207.40 feet, north 29° 20′ west 298.26 feet, north 88° 42′ west 266.77 feet, south 83° 30′ west 314.35 feet, south 84° 33′ west 202.84 feet to a point in the west line of the southeast quarter of section 4, T. 5 S., R. 5 W., M. D. B. & M.; thence north 1100.82 feet to the center of said section 4; thence west 40 chains to the quarter section corner common to Sections 4 and 5, Township 5 South, Range 5 West, M. D. M.; thence along the Montara Ridge Line north 49¾° west 4 chains, north 52¼° west 13 chains, north 63½° west 3 chains, north 59¾° west 21.50 chains, north 33½° west 7 chains, north 48¾° west 73.50 chains, north 26¾° west 26.50 chains, north 14° west 5 chains, north 8° west 2.50 chains, north 44° west 2.50 chains, north 26° west 16.70 chains, north 1° 15′ west 4.75 chains, more or less, to the northerly boundary line of Rancho Corral de Tierra, if said line be produced east into Section 30, Township 4 South, Range 5 West, M. D. M.; thence along said last mentioned line and along the northerly line of said Rancho west 119 chains, more or less, to the intersection thereof with the section line between Sections 25 and 26, Township 4 South, Range 6 West, M. D. M.; thence leaving said Rancho line and running along said section line north 69.67 chains to the section corner common to Sections 23, 24, 25 and 26, Township 4 South, Range 6 West, M. D. M.; thence along the section line between said Sections 24 and 25 east 40 chains to ¼ section corner common to said Sections 24 and 25; thence along the quarter section line running north and south through said Section 24 north 20 chains; thence east 40 chains to the Range line between Ranges 5 and 6 West, M. D. M.; thence along said Range line north 20 chains to the quarter section corner common to Section 19, Township 4 South, Range 5 West, and Section 24, Township 4 South, Range 6 West, M. D. M.; thence east 40 chains to the center of said Section 19; thence north 40 chains to the quarter section corner common to Sections 18 and 19, Township 4 South, Range 5 West, M. D. M.; thence along the section line between said Sections 18 and 19, west 40 chains to the Range line aforesaid; thence along said Range line north 40 chains to the quarter section corner common to Section 18, Township 4 South, Range 5 West, and Section 13, Township 4 South Range 6 West, M. D. M.; thence along the quarter section line running east and west through said Section 13, west 12.73 chains, more or less, to the intersection thereof with the southeasterly boundary line of the San Pedro Rancho; thence along said Rancho line north 58¼° east 97.57 chains, more or less, to the southwest corner of a tract of 369.39 acres set apart to Spring Valley Water Works by final decree in partition of the San Pedro Rancho, dated December 16, 1870, a certified copy of which was recorded in the office of the County Recorder of the County of San Mateo, December 22, 1905, in Liber 126 of Deeds at page 23, said point being also distant south 58¼° west along said Rancho line 72.35 chains from the southeasterly corner of said Rancho; thence leaving said Rancho line and running along the westerly line of said last mentioned tract north 13° 41′ west 126.08 chains to the boundary line between the San Pedro Rancho and the Buri Buri Rancho, at a point thereon distant south 39° east 23.50 chains from Station 2 of said San Pedro Rancho; thence along said Rancho line north 39° west 8.07 chains, more or less, to the point of commencement.

Containing 19,829 acres, more or less.

Excepting therefrom the following lands described as Tracts A, B and C:

Tract A: That certain tract of land conveyed by Spring Valley Water Works to W. B. Johnston by deed dated April 20, 1877 and recorded January 11, 1878 in Book 29 of Deeds, page 196, San Mateo County Records; said tract being described as follows:

Commencing at the corner of a fence 18 feet west of the northwest corner of the building known as the "San Andreas House," and running thence north 33° west 176 feet; thence south 59½° west 150 feet; thence south 33° east 176 feet; thence north 59½° east 150 feet to the point of commencement. Containing 5/6 of an acre.

Tract B: That certain tract of land described as follows:

Beginning at a point 35.91 feet due west from the northwest corner of what was formerly known as the Peyton Tract; thence south 19° 20′ east 461.84 feet to a fence on the north line of the present traveled Canada Road; thence south 55° 32′ east crossing the present traveled Canada Road 94.29 feet to an angle in the fence on the southerly side of said road, which point bears south 77° 55′ east 675.70 feet measured along the southerly line of said road from the center line of the present San Mateo and Half Moon Bay Road; thence on and along the westerly side of the present traveled Canada Road south 49° 02′ east 53.90 feet, south 39° 41′ east 128.50 feet, south 35° 12′ east 100.90 feet, south 25° 04′ east 98.40 feet, south 21° 00′ east 267.90 feet, south 14° 42′ east 315.90 feet, south 9° 20′ east 226.53 feet; thence leaving the westerly line of said present traveled Canada Road due west 555 feet to a point in the center line of the San Mateo and Half Moon Bay Road, the latter portion of the last course being along the northerly boundary of Laguna Honda school property; thence along the center line of said San Mateo and Half Moon Bay Road on a curve to the left with a radius of 250 feet a distance of 75.59 feet, the tangent to said curve at its point of beginning bears north 10° 20′ west; thence north 27° 40′ west 103.44 feet; thence to the left on the arc of a circle with a radius of 200 feet, a distance of 84.12 feet; thence north 51° 46′ west 38.22 feet; thence to the right on the arc of a circle with a radius of 90 feet a distance of 80.22 feet; thence north 0° 42′ west 75.05 feet; thence to the left on the arc of a circle with a radius of 100 feet a distance of 27.52 feet; thence north 16° 28′ west 358.80 feet; thence north 25° 52′ west 62.74 feet; thence to the right on the arc of circle with a radius of 200 feet a distance of 70.16 feet; thence north 5° 46′ west 39.14 feet; thence to the left on the arc of a circle with a radius of 150 feet a distance of 142.42 feet; thence north 60° 10′ west 74.41 feet; thence leaving the center line of said road and passing to the south of the buildings of the Jas. D. Byrnes Co., north 64° 22′ west 181.50 feet; thence north 23° 45′ west 152.92 feet; thence north 9° 34′ east 278.38 feet; thence due east 554.09 feet to the place of beginning. Containing 23 acres, more or less, and being a portion of the Feliz Rancho.

Tract C: That certain tract of land conveyed by Michael Casey to Laguna School District by deed dated February 6, 1878, and recorded in Book 28 of Deeds, page 409, San Mateo County Records. Containing 5 acres, more or less.

Said parcel 31 containing, exclusive of said Tracts A, B and C; 19,800 acres, more or less.

The Water Company also hereby grants to the City, as incident and appurtenant to said Parcel 31, all rights, privileges or easements reserved by or granted to the Water Company or its predecessors in interest, in or by any of the following instruments, which, insofar as they are of record, are recorded in the office of the County Recorder of the County of San Mateo, and this grant of said Parcel 31 to the City is subject to all rights, privileges or easements granted by and all the terms and conditions contained in said instruments, to-wit:

1. A road right of way 60 feet in width granted to the County of San Mateo by deed dated May 3, 1887 and recorded May 3, 1887 in Book 41 of Deeds at page 372.

2. A road right of way 40 feet in width granted to the County of San Mateo by deed dated July 1, 1889 and recorded October 7, 1889 in Book 47 of Deeds at page 594. SAN MATEO TO HALF MOON B

P.O.B. @ POLHEMUS BRIDGE

3. A road right of way 40 feet in width granted to the County of San Mateo by deed dated October 15, 1914, and recorded January 4, 1915 in Book 242 of Deeds at page 23.

4. Easements for telephone lines and power lines, and the right to use certain existing private roads granted to Empire Mines and Investment Company by deed dated April 24, 1919, recorded in Volume 35, Miscellaneous, page 230.

5. A road right of way 40 feet in width granted to the County of San Mateo by deed dated February 5, 1921 and recorded February 7, 1921 in Book 2 of Official Records at page 406.

6. Easement for highway purposes for the Skyline Boulevard, one portion of which is 80 feet in width and the other portion 90 feet in width, granted to the State of California by deed dated August 16, 1922 and recorded November 13, 1923 in Book 97 of Official Records at page 83.

7. An easement for highway purposes for the Skyline Boulevard, 100 feet in width granted to the State of California by deed dated March 15, 1924 and recorded December 22, 1924 in Book 139 of Official Records at page 368.

8. A telephone and telegraph line right of way granted to the Pacific Telephone and Telegraph Company by deed dated March 26, 1924 and recorded September 11, 1924 in Volume 130 of Official Records at page 109.

9. A road right of way 40 feet in width granted to the County of San Mateo by deed dated August 12, 1924 and recorded July 12, 1926 in Volume 237 of Official Records at page 264.

10. A road right of way 40 feet in width granted to the County of San Mateo by deed dated December 11, 1924 and recorded December 16, 1924 in Volume 140 of Official Records at page 446.

11. A road right of way 20 feet in width granted to Carrie E. Bridge and Henry S. Bridge by deed dated September 24, 1925 and recorded October 15, 1925 in Volume 193 of Official Records at page 221.

12. An electric transmission line right of way 10 feet in width granted to the Great Western Power Company of California by deed dated July 8, 1926 and recorded March 4, 1927 in Volume 281 of Official Records at page 405.

13. An electric transmission line right of way 10 feet in width granted to Pacific Gas and Electric Company by deed dated December 11, 1926 and recorded January 5, 1927 in Volume 280 of Official Records at page 333.

14. An electric transmission line right of way 10 feet in width granted to Pacific Gas and Electric Company by deed dated January 3, 1927 and recorded February 5, 1927 in Volume 281 of Official Records at page 148.

15. A pipe line right of way 2 feet in width granted to Panama Realty Company by deed dated May 18, 1927 and recorded May 27, 1927 in Volume 295 of Official Records at page 258.

16. An electric transmission line right of way granted to Pacific Gas and Electric Company on July 26, 1927 for line to Crystal Springs Country Club.

17. Agreement between Ogden Mills, Elisabeth Mills Reid and Spring Valley Water Company, dated May 7, 1913 and recorded April 5, 1918, in Book 31 of Miscellaneous Records, at page 54; agreement between same parties, dated March 30, 1928, and recorded December 26, 1928, in Book 388 of Official Records, at page 269; rights of way as mentioned in that certain letter dated March 22, 1928, addressed by Mills Estate, Incorporated, to Spring Valley Water Company; agreement between Mills Estate, Incorporated, and the Water Com-

pany, dated September 17, 1928, and recorded January 10, 1929, in Book 387 of Official Records, page 333; and deed dated January 23, 1930, from Spring Valley Water Company to Mills Estate, Incorporated.

18. Lease to Crystal Springs Country Club for a term of 20 years dated October 1, 1920, recorded March 7, 1921 in Book 9 of Leases, page 291.

19. Easement to maintain, replace and repair a dam and a two-inch pipe line from said dam to Tract B hereinabove described as an exception to Parcel 31, and certain water rights granted to James D. Byrnes Company as set forth in paragraph (g) of the judgment and decree in that certain action establishing title dated March 30, 1920, and recorded April 17, 1920 in Book 293 of Deeds, page 1.

20. Certain reservations and the terms and conditions contained in deed to Spring Valley Water Works from San Mateo Water Works, dated October 3, 1883, and recorded October 19, 1883, in Book 37 of Deeds, page 26.

21. An easement over a strip of land 40 feet in width for a road and for a pole line or lines for telephone, telegraph, light or power purposes, reserved in deed from Spring Valley Water Company to W. F. Chipman et al, dated June 26, 1918, and recorded July 1, 1918, in Book 274 of Deeds, page 112.

22. An easement for an electric transmission line granted by the Water Company to Pacific Gas and Electric Company by deed dated April 11, 1929, and recorded May 4, 1929, in Book 410 of Official Records, page 321.

There is expressly excepted from this conveyance and reserved to the Water Company, its successors and assigns, right of way easements for two roads across Parcel 31 above described to afford ingress and egress to and from adjoining lands retained by the Water Company, commonly referred to as the Polhemus Tract and the Howard Tract. Such rights of way shall in each case be 60 feet in width and are generally described as follows:

1. Road right of way to Polhemus Tract.

Commencing at the stone entrance on the southerly side of the county road leading from San Mateo to the Skyline Boulevard south of Crystal Springs dam, and running thence in a general easterly direction upon a grade not to exceed 6% to a point in the easterly boundary line of Parcel 31 distant thereon south 40° 02′ east 480.41 feet from a monument marked "P. 23" hereinabove referred to in the description of Parcel 31.

2. Road right of way to Howard Tract.

Commencing at approximately Engineer's Station "A" 123 + 20 on the center line survey for the Skyline Boulevard (California State Highway, Division IV, San Mateo County, Route 55, Section B.) and running thence in a general southeasterly direction upon a grade not to exceed 6% to a point in the easterly boundary line of Parcel 31.

As conditions running with the exercise of the selection and use of the two rights of way lastly above described, the particular location of said two roads shall be subject to the approval of the City Engineer, or other governing authority of the City, and the survey therefor shall be made within three years from the date of this conveyance, and the Water Company or its successors in interest shall at the time either or both of said roads are constructed erect fences of the standard form and design heretofore used by the Company along the boundary lines of said two road rights of way. The City shall have the right to the use of each of said two roads jointly with the Water Company, and may, if it so desires, dedicate either or both of said roads to public use.

There is also expressly reserved to the Water Company, its successors and assigns, from this conveyance of the lands described as

Parcel 31, the right and easement to construct, maintain and operate water pipes of sufficient capacity to convey water to said two tracts of land known as the Polhemus Tract and the Howard Tract from water mains now in existence or which may hereafter be constructed on said Parcel 31, together with the right to construct, maintain and operate necessary pumping stations upon said Parcel 31 for the purpose of pumping water from said water mains and through the pipes to be laid by the Water Company and/or its successors and assigns to supply said Polhemus Tract and the said Howard Tract with water for use upon said tracts but not elsewhere; there is also reserved to the Water Company, its successors and assigns, the right to receive such quantity of water as it or its successors and assigns may require for use on said two tracts of land named, but not elsewhere, at such rates as may be lawfully established therefor; provided, however, that the particular locations of said water pipes, the particular mains with which connections shall be made, the types of connections to said water mains, and the particular locations of said pumping stations, shall first be approved by the City Engineer or other governing authority of the City.

Parcel 32: Crystal Springs Reservoir and Watershed Lands—Phelps Tract

Commencing at a point in the boundary line between the Rancho Canada de Raymundo and the Rancho de las Pulgas, said point being also the northwesterly corner of that tract of land conveyed to Spring Valley Water Company by Frederick R. King et ux by deed dated December 19, 1906, recorded December 28, 1906, in Book 131 of Deeds, at page 200, San Mateo County Records; running thence along said boundary line north 43° 25′ west 3411.90 feet to the southerly corner of that tract of land conveyed to Spring Valley Water Works by Christian Bolinger by deed dated April 16, 1875 and recorded April 17, 1875, in Book 24 of Deeds, at page 425, San Mateo County Records; thence leaving said Rancho line and following along the boundary line of said tract of land conveyed to Spring Valley Water Works by Christian Bolinger north 47° 53′ east 4225.30 feet to the southeasterly corner of said tract; thence north 31° 15′ west 5073.80 feet to a concrete monument; thence leaving the boundary line of said tract north 88° 00′ 30″ east 1334.77 feet; thence south 71° 18′ east 1245.67 feet; thence north 80° 54′ east 570.60 feet; thence south 48° 11′ 30″ east 3610.16 feet; thence south 31° 19′ 30″ east 1259.59 feet; thence south 61° 13′ east 1928.53 feet; thence south 54° 10′ west 1973.60 feet; thence south 9° 24′ east 775.20 feet; thence south 38° 36′ west 809.40 feet; thence south 28° 57′ east 369.90 feet; thence south 49° 37′ west 260.40 feet; thence south 27° 34′ west 949.30 feet; thence south 54° 20′ east 140.80 feet; thence south 47° 51′ west 1099.30 feet to the easterly line of said tract of land conveyed to Spring Valley Water Company by Frederick R. King et ux; thence along the boundary line of said last mentioned tract north 34° 33′ west 1879.90 feet to the northerly corner thereof; thence south 48° 38′ west 2748.30 feet to the point of commencement. Containing 972.66 acres, more or less.

Subject to the following rights and easements granted by Spring Valley Water Company by deeds recorded in the office of the Recorder of San Mateo County:

1. Right of way for a road granted to County of San Mateo by deed dated February 5, 1921 and recorded February 7, 1921 in Book 2 of Official Records, page 406.

2. Right of way for telephone and power lines granted to Empire Mines and Investment Company by deed dated April 24, 1919, recorded December 24, 1920 in Book 35 of Miscellaneous Records, page 230.

Also subject to a lease to Municipal Properties Company, dated October 13, 1925, for a term of 15 years for Golf Club purposes, and a lease to Empire Mines and Investment Company, dated November 10, 1920 and recorded January 8, 1921 in Book 9 of Leases, page 264.

EXHIBIT D

SFPUC Vegetation Management Policy

[see attached]

Hetch Hetchy
Regional Water System
Services of the San Francisco Public Utilities Commission

AMENDMENT TO THE

RIGHT OF WAY INTEGRATED VEGETATION MANAGEMENT POLICY

Approved January 13, 2015

by

SFPUC Resolution No. 15-0014

12.000 RIGHT OF WAY INTEGRATED VEGETATION MANAGEMENT POLICY

12.001 General

The San Francisco Public Utilities Commission ("SFPUC") is responsible for the delivery of potable water and the collection and treatment of wastewater for some 800,000 customers within the City of San Francisco; it is also responsible for the delivery of potable water to 26 other water retailers with a customer base of 1.8 million. **The following policy is established to manage vegetation on the transmission, distribution and collection systems within the SFPUC Right of Way ("ROW") so that it does not pose a threat or hazard to the system's integrity and infrastructure or impede utility maintenance and operations.**

The existence of large woody vegetation[1], hereinafter referred to as vegetation, and water transmission lines within the ROW are not compatible and, in fact, are mutually exclusive uses of the same space. Roots can impact transmission pipelines by causing corrosion. The existence of trees and other vegetation directly adjacent to pipelines makes emergency and annual maintenance very difficult, hazardous, and expensive, and increases concerns for public safety. The risk of fire within the ROW is always a concern and the reduction of fire ladder fuels within these corridors is another reason to modify the vegetation mosaic. In addition to managing vegetation in a timely manner to prevent any disruption in utility service, the SFPUC also manages vegetation on its ROW to comply with local fire ordinances enacted to protect public safety.

One of the other objectives of this policy is to reduce and eliminate as much as practicable the use of herbicides on vegetation within the ROW and to implement integrated pest management (IPM).

12.002 Woody Vegetation Management

1.0 Vegetation of any size or species will not be allowed to grow within certain critical portions of the ROW, pumping stations or other facilities as determined by a SFPUC qualified professional, and generally in accordance with the following guidelines.

1.1 Emergency Removal

SFPUC Management reserves the right to remove any vegetation without prior public notification that has been assessed by a SFPUC qualified professional as an immediate threat to transmission lines or other utility infrastructure, human life and property due to acts of God, insects, disease, or natural mortality.

1.2 Priority Removal

Vegetation that is within 15 feet of the edge of any pipe will be removed and the vegetative debris will be cut into short lengths and chipped whenever possible. Chips will be spread upon the site where the vegetation was removed. Material that cannot be chipped will be hauled away to a proper disposal site.

[1] Woody vegetation is defined as all brush, tree and ornamental shrub species planted in (or naturally occurring in) the native soil having a woody stem that at maturity exceeds 3 inches in diameter.

If vegetation along the ROW is grouped in contiguous stands[2], or populations, a systematic and staggered removal of that vegetation will be undertaken to replicate a natural appearance. Initial removal[3] will be vegetation immediately above or within 15 feet of the pipeline edges; secondary vegetation[4] within 15 to 25 feet from pipelines will then be removed.

1.3 Standard Removal

Vegetation that is more than 25 feet from the edge of a pipeline and up to the boundary of the ROW will be assessed by a SFPUC qualified professional for its age and condition, fire risk, and potential impact to the pipelines. Based on this assessment, the vegetation will be removed or retained.

1.4 Removal Standards

Each Operating Division will develop its own set of guidelines or follow established requirements in accordance with local needs.

2.0 All stems of vegetation will be cut flush with the ground and where deemed necessary or appropriate, roots will be removed. All trees identified for removal will be clearly marked with paint and/or a numbered aluminum tag.

3.0 Sprouting species of vegetation will be treated with herbicides where practicable, adhering to provisions of Chapter 3 of the San Francisco Environment Code.

4.0 Erosion control measures, where needed, will be completed before the work crew or contractors leave the work site or before October 15 of the calendar year.

5.0 Department personnel will remove in a timely manner any and all material that has been cut for maintenance purposes within any stream channel.

6.0 All vegetation removal work and consultation on vegetation retention will be reviewed and supervised by a SFPUC qualified professional. All vegetation removal work and/or treatment will be made on a case-by-case basis by a SFPUC qualified professional.

7.0 Notification process for areas of significant resource impact that are beyond regular and ongoing maintenance:

7.1 County/City Notification – The individual Operating Division will have sent to the affected county/city a map showing the sections of the ROW which will be worked, a written description of the work to be done, the appropriate removal time for the work crews, and a contact person for more information. This should be done approximately 10 days prior to start of work. Each Operating Division will develop its own set of guidelines in accordance with local need.

[2] A stand is defined as a community of trees possessing sufficient uniformity in composition, structure, age, arrangement, or condition to be distinguishable from adjacent forest communities to form a management unit.
[3] Initial removal is defined as the vegetation removed during the base year or first year of cutting.
[4] Secondary vegetation is defined as the vegetative growth during the second year following the base year for cutting.

7.2 Public Notification – The Operating Division will have notices posted at areas where the vegetation is to be removed with the same information as above also approximately 10 days prior to removal. Notices will also be sent to all property owners within 300 feet of the removal site. Posted notices will be 11- by 17-inches in size on colored paper and will be put up at each end of the project area and at crossover points through the ROW. Questions and complaints from the public will be handled through a designated contact person. Each Operating Division will develop its own set of guidelines in accordance with local needs.

12.003 Annual Grass and Weed Management

Annual grasses and weeds will be mowed, disked, sprayed or mulched along the ROW as appropriate to reduce vegetation and potential fire danger annually. This treatment should be completed before July 30 of each year. This date is targeted to allow the grasses, forbs and weeds to reach maturity and facilitate control for the season.

12.004 Segments of ROW that are covered by Agricultural deed rights

The only vegetation that may be planted within the ROW on those segments where an adjacent owner has Deeded Agricultural Rights will be: non-woody herbaceous plants such as grasses, flowers, bulbs, or vegetables.

12.005 Segments of ROW that are managed and maintained under a Lease or License

Special allowance may be made for these types of areas, as the vegetation will be maintained by the licensed user as per agreement with the City, and not allowed to grow unchecked. Only shallow rooted plants may be planted directly above the pipelines.

Within the above segments, the cost of vegetation maintenance and removal will be borne by the tenant or licensee exclusively. In a like fashion, when new vegetative encroachments are discovered they will be assessed by a SFPUC qualified professional on a case-by-case basis and either be permitted or proposed for removal.

The following is a guideline for the size at maturity of plants (small trees, shrubs, and groundcover) that may be permitted to be used as landscape materials. Note: All distance measurements are for mature trees and plants measured from the edge of the drip-line to the edge of the pipeline.

- Plants that may be permitted to be planted directly above existing and future pipelines: shallow rooted plants such as ground cover, grasses, flowers, and very low growing plants that grow to a maximum of one foot in height at maturity.
- Plants that may be permitted to be planted 15–25 feet from the edge of existing and future pipelines: shrubs and plants that grow to a maximum of five feet in height at maturity.
- Plants that may be permitted to be planted 25 feet or more from the edge of existing and future pipelines: small trees or shrubs that grow to a maximum of twenty feet in height and fifteen feet in canopy width.

Trees and plants that exceed the maximum height and size limit (described above) may be permitted within a leased or licensed area provided they are in containers and are above ground. Container load and placement location(s) are subject to review and approval by the SFPUC.

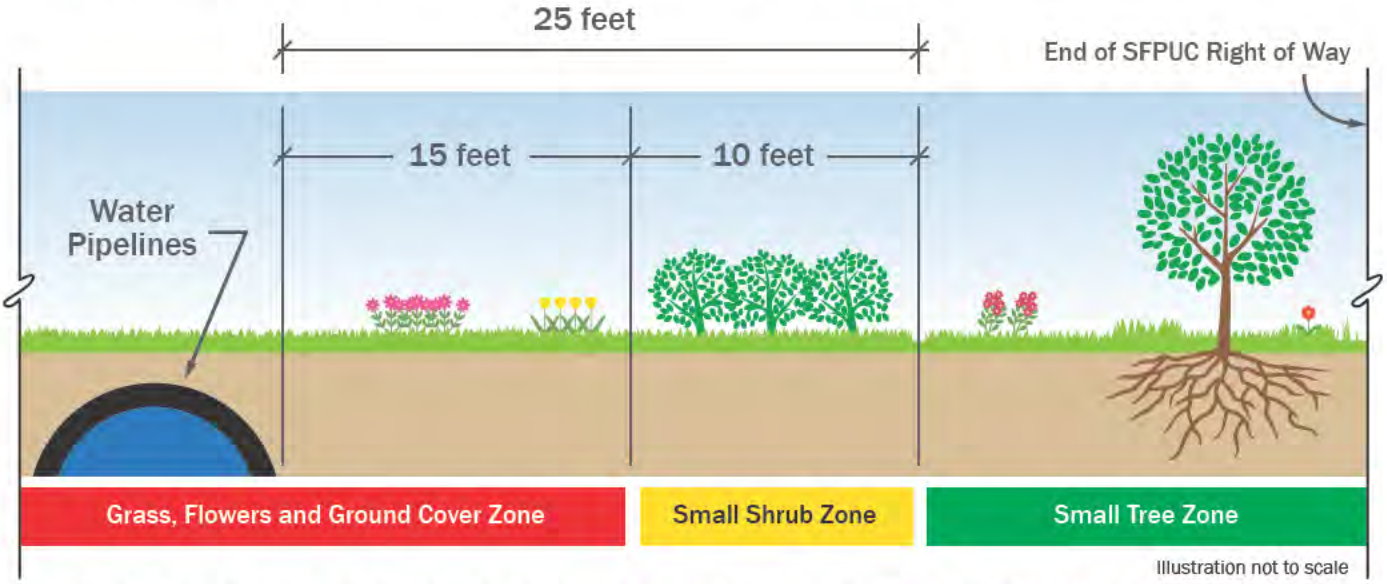
Low water use plant species are encouraged and invasive plant species are not allowed.

All appurtenances, vaults, and facility infrastructure must remain visible and accessible at all times. All determinations of species acceptability will be made by a SFPUC qualified professional.

The above policy is for general application and for internal administration purposes only and may not be relied upon by any third party for any reason whatsoever. The SFPUC reserves the right at its sole discretion, to establish stricter policies in any particular situation and to revise and update the above policy at any time.

San Francisco Public Utilities Commission (SFPUC)

Right Of Way (ROW) Landscape Vegetation Guidelines



The following vegetation types are permitted on the ROW within the appropriate zones.

Plantings that may be permitted directly above existing and future pipelines:

Ground cover, grasses, flowers, and very low growing plants that reach no more than one foot in height at maturity.

Plantings that may be permitted 15–25 feet from the edge of existing and future pipelines:

Shrubs and plants that grow no more than five feet tall in height at maturity.

Plantings that may be permitted 25 feet or more from the edge of existing and future pipelines:

Small trees or shrubs that grow to a maximum of twenty feet in height and fifteen feet in canopy width or less.

STAFF REPORT

Meeting Date:	March 10, 2026
Agency:	City of Belmont
Staff Contact:	Elizabeth Wada, Senior Civil Engineer, (650) 595-7468, ewada@belmont.gov
Agenda Title:	Redwood Shores Sea Level Rise Protection Project Contract – Island Park Evaluation
Agenda Action:	Motion

Recommendation

Motion authorizing the City Manager to negotiate and execute an Architectural & Engineering Services Agreement with Schaaf & Wheeler for Task 1 - Preliminary Planning, Outreach and Alternatives Evaluation of the Belmont Island Park Levee Design Proposal, in an amount not to exceed $208,787.

Strategic Focus Area

Infrastructure and Mobility

Background

On January 27, 2026, the City Council received an informational presentation from City staff and consultant Schaaf & Wheeler regarding City of Redwood City's Redwood Shores Sea Level Rise Protection Project (Regional Project). The Regional Project is intended to address regional flood risks identified by FEMA as well as projected future sea level rise within the bay front in the Redwood Shores community. The Regional Project spans multiple jurisdictions including the Cities of Redwood City, San Carlos, and Belmont, as well as unincorporated areas of San Mateo County.

Although the Regional Project is being led by Redwood City, the Island Park neighborhood in Belmont, located along the Belmont Slough and the San Francisco Bay, is an important consideration in the context of regional flood protection and sea level rise planning.

During the meeting, the City Council and members of the public provided feedback and discussed initial evaluation and involvement in the Regional Project. At this stage, the City Council expressed support for continued evaluation and directed staff to assess how the project could address the community's long-term flood protection needs.

Following the Council meeting, Schaaf & Wheeler submitted a proposal to the City. For Belmont to meaningfully participate in the Regional Project, completion of Task 1 - Preliminary Planning, Outreach, and Alternatives Evaluation is necessary to represent the City's interest, provide technical analysis specific to Island Park, and engage the Island Park community to confirm interest and support. To move forward, the City would need to enter into a separate professional services agreement with Schaaf & Wheeler to support technical coordination, analysis, and outreach related specifically to the Island Park levee segment.

Task 1 focuses on data collection, preliminary engineering studies, community outreach, and alternatives analysis to a 10% design. After evaluating potential costs to property owners and the cost funding alternatives, including a Community Facilities District analysis, a subsequent Task 2 would advance the project to 60% design and environmental review. Task 2 would only proceed if the Island Park community supports moving forward and following City Council authorization.

If authorized, Task 2 would include additional technical studies and environmental documentation, bringing Belmont's Island Park segment to a comparable planning and design level as the Regional Project, allowing for full integration with the broader effort.

Analysis

Task 1 is structured to allow Belmont to independently assess the feasibility, benefits, and costs of including the Island Park neighborhood in the Regional Project's levee system, while leveraging technical work already underway by Redwood City. Participation in the Regional Project offers the following benefits:

- **Regional Continuity:** Ensures shoreline protection is coordinated across jurisdictional boundaries and avoids gaps in levee elevations or design standards.
- **Technical Consistency:** Ensures sea level rise projections, FEMA accreditation standards, and engineering criteria are applied consistently across the shoreline system.
- **Regulatory Coordination:** Streamlines engagement with agencies such as BCDC, USACE, and RWQCB through a unified regional permitting strategy.
- **Grant and Funding Alignment:** Positions Belmont to align with existing FEMA-funded work and strengthens eligibility for future regional resilience funding opportunities.
- **Cost Efficiency:** Leverages technical studies, modeling, environmental review, and permitting work already underway, reducing duplication of effort compared to a standalone Belmont project.

As discussed at the January 27, 2026, City Council meeting, the Island Park levee segment represents a small portion of the overall Regional Project but would primarily benefit Belmont. Entering into this agreement enables Belmont to remain engaged in the regional planning effort, evaluate alternatives alongside adjacent jurisdictions, leverage economies of scale, and better understand potential future cost and maintenance responsibilities before committing to additional design or construction.

Task 1 is limited to planning, technical evaluation, and outreach, and does not obligate the City to proceed with Task 2, construction, or long-term maintenance of any levee improvements. Concurrently, the City will conduct a Community Facilities District analysis to identify potential funding participants and gauge stakeholder interest prior to consideration of future project phases.

Schaaf & Wheeler's experience and current role as lead consultant for the Regional Project ensures continuity and full integration of Belmont's work with broader technical studies, regulatory coordination, and construction planning. Executing this agreement supports informed decision making and positions the City to respond efficiently as the Regional Project progresses.

Alternatives

1. Take no action.
2. Refer back to staff for more information.

Attachments

A. "Belmont Island Park Levee Design Proposal" by Schaaf & Wheeler, dated February 11, 2026
B. Redwood Shores Sea Level Rise Protection Project Contract Scope Presentation

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: There is project savings from Measure I funds in the Capital Improvement Program (CIP) 2025 Pavement Rehabilitation Project No. 3117 to fund Task 1. $250,000 was transferred from Project No. 3117 to the Redwood Shores Sea Level Rise Protection CIP Project No. 6061 after Council approval in the FY 2025-26 Budget mid-year review, with $208,787 for design with Schaaf & Wheeler and $41,213 for city staff project management. If the project is supported by the Island Park community and Council approves moving the project forward, an additional $470,000 project design and management cost for Task 2 will be included in FY 2026-27 budget development process.

Source:	**Purpose:**	**Public Outreach:**
Staff	Discretionary Action	Posting of Agenda

ATTACHMENT A

SCHAAF & WHEELER
CONSULTING CIVIL ENGINEERS

February 11, 2026

To: Elizabeth Wada
Senior Civil Engineer
City of Belmont
1 Twin Pines Ln, Belmont, CA 94002
ewada@belmont.gov

Subject: Belmont Island Park Levee Design Proposal

Dear Ms. Wada,

The City of Redwood City is advancing design of a flood control levee surrounding Redwood Shores and along Belmont Creek, known as the Redwood Shores Sea Level Rise Protection Project (RWS-SLR). The RWS-SLR design is anticipated to reach 60% by July 2026 in accordance with Redwood City's FEMA hazard mitigation grant.

This scope is intended to perform the tasks needed to bring the design of a 5,600 linear foot (1.1 mile) levee system protecting Island Park in Belmont to the same level of 60% plan completion as the RWS-SLR protection project. Estimated date of completion of 60% drawings for Island Park is January 2027. The first task is to complete preliminary planning including stakeholder and community outreach, alternatives analysis and 10% concept design. Bringing the 10% concept design to 60% along with additional supporting studies would occur as part of the second task. At the end Task 2, the Island Park area levee design would be suitable for inclusion in the greater RWS-SLR project (subject to funding and negotiations between Redwood City and Belmont). This scope relies heavily on work being performed for Redwood City and is intended to be incorporated into RWS-SLR deliverables, albeit under a different schedule.



Figure 1: Levee Extents

SCOPE OF SERVICES AND FEE

The scope is broken into two main tasks, with subtasks described herein.

Task 1. PRELIMINARY PLANNING, OUTREACH AND ALTERNATIVES EVALUATION

Task 1.1 Project Management

This task provides the overall management of the project. This task includes:

Task 1.1.1. Project Progress Reports: Consultant to track and report progress, prepare and maintain a monthly project schedule, perform quality control reviews and quality assurance of submittals, and communicate project issues with the City.

Task 1.1.2. Project Meetings: Consultant to coordinate, host (virtually or in person as requested by the City), and prepare and circulate meeting agendas and minutes with the City, OneShoreline, and other jurisdictional staff as needed, including but not limited to:

a) Project kick-off meeting
b) Bi-weekly progress meetings
c) Data collection summary meeting
d) Alternatives definition and analysis meetings

Deliverables: PDF versions of the following distributed via email to the City: Meeting agendas and minutes, meeting summaries with deliverables, progress schedules and progress reports, monthly invoices. Consultant shall also provide a file sharing location for collection of existing documentation and submission of all documents to the City.

Task 1.2. Data Collection and Preliminary Studies

This task provides the information needed to address key data gaps to complete necessary tasks required for engineering design, environmental clearances and construction, as well as satisfying FEMA levee accreditation and provide for climate change adaptation. This task includes:

Task 1.2.1. Gather Existing Data Including Site Reconnaissance: Consultant to collect data and guidelines relevant to the project area. Data is available from the City and other project partners who maintained the existing levee system to date, including as-built plans of impacted facilities, aerial photos, assessor parcel maps, survey records, topographic files, geotechnical reports and existing boring data, base plan of existing utilities, internal drainage and hydraulics studies, groundwater rise, and hazardous material review (if applicable), water quality, and habitat and environmental resources. Consultant to prepare a file sharing and listing of all gathered data and guidelines and provide the data location/library where all participating agencies may access the data.

Task 1.2.2. Consultant to complete all studies, surveys, and investigations for FEMA accreditation of the levees under 44 CFR 65.10.

Task 1.2.2.3. Aerial Survey and Mapping: Consultant to perform control establishment and an aerial topographic survey. Consultant to combine results with existing topographic survey data into a comprehensive Civil 3D drawing..

Deliverables: Library (file sharing location), updated land and topographic surveys (to be incorporated into design documents (PDF and Civil 3D CAD base files)).

Task 1.3. Stakeholder and Community Outreach

This task provides outreach activities throughout the project planning and early design process to engage and inform affected agencies and community members about the project's design, compliance with environmental regulations and FEMA requirements, and incorporate all stakeholder voices into the decision-making process. This task includes:

Task 1.3.1. Public Outreach Plan:

Subconsultant, Civic Edge, will plan and lead outreach activities throughout the project planning and early design process to engage and inform affected agencies and community members about the project's design, compliance with environmental regulations and FEMA requirements, and incorporate all stakeholder voices into the decision-making process. The goal is to establish a shared vision for the project area with neighbors and other interested parties, grounded in the constraints and opportunities of the area.

Consultant and team will develop in coordination with the technical team and the City a comprehensive Public Outreach Plan. Deliverables will identify the types of feedback that would be most helpful to the Project team.

Task 1.3.2. Align project design with existing efforts and multi-benefit opportunities:

Consultant to assist City coordination with public agencies, private landowners, businesses and community lifeline asset owners to sync project alternatives with existing levee rise adaptation

planning efforts, RSAP Guidelines, and multi-benefit opportunities. This includes consideration of alternatives that align with the Foster City Levee Project, the San Mateo Adaptation and Resilience Plan for Flood Resiliency, and the Redwood Shores Project. Additionally, this includes consideration of nature-based approaches, using the San Francisco Estuary Institute's Adaptation Atlas, other regional "living shoreline" resources and guidance, and RSAP guidelines.

Task 1.3.3. Stakeholder and community outreach:

Consultant and team (Schaaf and Wheeler and sub-consultants, refer to schedule of rates for list of sub-consultants) to promote, provide material development, printing, attendance and summary for one community meeting. Include meetings with key stakeholders. The engagement will be staggered with alternatives analysis work to make sure that valuable feedback can be incorporated.

Deliverables: Public Outreach Plan and associated schedule (PDF), visuals and other materials for meetings and community workshop, meeting agenda, minutes and/or feedback summary for engagement with environmental regulatory agencies, residents, and FEMA. Deliverables in electronic format for City review and approval.

Task 1.4. Alternatives Analysis, Project Selection and 10% Design

Consultant to develop alternatives designed as a 10 percent design development level to inform an understanding of project concepts, technical feasibility, stormwater management, permitting considerations, ecological (e.g., living shoreline and upland habitat) and Bay Trail benefits, water quality, design flexibility, and other key metrics.

A detailed assessment of the technical performance, financial implications, community benefits/impacts, and environmental considerations associated with each alternative.

Identification of proposed bay fill for each alternative, including reason for filling (e.g., access, views, living shoreline, etc.).

Planning-level cost estimates (Class 4 Opinion of Probable Cost) for each alternative.

Recommended decision criteria metrics to guide alternatives analysis and project selection, including Least Environmentally Damaging Practicable Alternative (LEDPA). The final decision criteria for the alternatives analysis will be established based on input from the City.

Written documentation that demonstrates the appropriate level of analysis required to comply with key benchmarks in the environmental compliance process, such as the Clean Water Act Section 404(b)(1) requirements for consideration of alternatives.

The draft alternatives analysis will be finalized to include the preferred project and used as the Basis of Design Report for the selected alternative.

Deliverables: Draft and Final Alternatives Analysis Report and preferred project selection (PDF).

Task 2. 60% DESIGN AND ENVIRONMENTAL REVIEW

Task 2.1. Project Management

This task provides the overall management of the project. This task includes:

Task 2.1.1. Project Progress Reports: Consultant to track and report progress, prepare and maintain a monthly project schedule, perform quality control reviews and quality assurance of submittals, and communicate project issues with the City.

Task 2.1.2. Project Meetings: Consultant to coordinate, host (virtually or in person as requested by the City), and prepare and circulate meeting agendas and minutes with the City, OneShoreline, and other jurisdictional staff as needed, including but not limited to:

a) Bi-weekly progress meetings
b) CEQA and NEPA related meetings
c) 60 percent design plans, specifications, and estimates (PS&E) review meeting

Deliverables: PDF versions of the following distributed via email to the City: Meeting agendas and minutes, meeting summaries with deliverables, progress schedules and progress reports, monthly invoices. Consultant shall also provide a file sharing location for collection of existing documentation and submission of all documents to the City.

Task 2.2. Preliminary Studies

This task provides the information needed to address key data gaps to complete necessary tasks required for engineering design, environmental clearances and construction, as well as satisfying FEMA levee accreditation and provide for climate change adaptation. This task includes:

Task 2.2.1. Consultant to complete all studies, surveys, and investigations for FEMA accreditation of the levees under 44 CFR 65.10.

Task 2.2.1.1. Coastal Hazard Analysis: Consultant to update the RWS-SLR coastal hazard analysis to determine baseline conditions for the project area (e.g. one percent annual chance stillwater surge elevation, one percent annual chance wave runup, sea level rise scenarios consistent with the 2024 California Ocean Protection Council (OPC) Sea Level Rise Science and Policy Update and the BCDC RSAP guidelines.

Task 2.2.1.2. Hydrologic and Hydraulic Studies: Consultant to build off the existing stormwater infrastructure basis of design to develop hydrologic and hydraulic models and studies that use climate projections to incorporate fluvial and combined flooding effects into long-term flood risk assessment. Identify any needs for the interior system, including pumping needs, to address higher levee elevations and other impacts of sea level rise such as groundwater emergence. InfoWorks ICM modeling software (or approved equal) to be utilized for hydraulic modeling.

Task 2.2.1.3. Utility Location: Consultant to perform utility research. Consultant to conduct research with local utility agencies to obtain record map information for utilities along the preferred alignment selected in the alternatives analysis. Consultant to perform minimal field surveys as needed to verify the accuracy of existing data and utilities and structures of specific interest. Consultant to combine results with existing topographic survey data into a

comprehensive Civil 3D drawing for design of the preferred alternative. Consultant to use available parcel data and right-of-way information.

Task 2.2.1.4. Geotechnical Report: Consultant to provide geotechnical services to address geotechnical information gaps related to the levee system. Consultant work will include, but is not limited to:

- Site reconnaissance and notes of physical features
- Borings and Cone Penetration testing
- Analysis using available data along the preferred alignment selected in the alternatives analysis (Task 4.0)
- Preparation of a Geotechnical Report

Consultant to perform a geotechnical site reconnaissance of the alignment alternatives and note physical site features that could impact the project. Existing data will be supplemented with explorations along the proposed alignment. Explorations will include a combination of mud rotary borings, cone penetration tests and field vane shear tests. Samples will be tested in a laboratory.

Consultant to prepare a geotechnical report for the project based on site reconnaissance. The report shall address items including, but not limited to: site suitability for the proposed improvements; physical properties of the typical geologic encountered in the project; subsurface stratigraphy and geotechnical constraints such as loss of surficial soils, expansive and/or liquefiable soils, lateral spreading, as necessary based on field exploration results; seismic design criteria; recommendations for grading, drainage, foundation for the levee improvements (if needed), earthwork including engineered fill placement and utility trench backfill, and trial sections for various loading scenarios. Report will include considerations for future adaptation of proposed improvements and how to provide additional elevation in the future.

Task 2.2.1.5. Gather Data on Environmental and Historic Preservation Resources: Consultant to collect data on the natural and cultural resources protected by environmental and historic preservation laws and regulations, including special listed species, that may be impacted by the construction, siting, or operation of proposed facilities. Data will be amended to the RWS-SLR report.

Deliverables: updated coastal hazard analysis (in PDF format), updated hydrologic and hydraulic studies report (PDF and InfoWorks ICM model), utility surveys (to be incorporated into design documents (PDF and Civil 3D CAD base files)), geotechnical report (PDF), and data on environmental and historic preservation resources (PDF).

Task 2.3. 60% Design, Cost Estimate, and Schedule

This task provides the 60 percent plans, technical specifications, cost estimate, and construction schedule for the preferred alternative. This assumes one round of City review and revision. 60% PS&E for preferred project to include:

Plans to include sheets as follows (sheet counts are approximate and subject to change):

i. Title Sheet (1 sheets)
ii. Drawing & Sheet Index List (1 sheet)
iii. Notes, Abbreviations, Legend (1 sheet)
iv. Site Access and Haul Routes (2 sheets)
v. Survey Control and Layout (4 sheets)
vi. Demolition and Utilities (4 sheets)
vii. Flood Risk Level Plan and Profiles (4 sheets)
viii. Levee Profiles (2 sheets)
ix. Retaining Wall Profiles (1 sheets)
x. Trail and Shoreline Access Points (5 sheets)
xi. Construction Details (4 sheets)
xii. Paving and Striping Plans (4 sheets)
xiii. Typical Cross Sections (1 sheets)
xiv. Erosion Sections (1 sheets)
xv. Structural Plans and Details (2 sheets)
xvi. Planting Plans (4 sheets)
xvii. Landscape Details (4 sheets)
xviii. Restoration Plans and Details (1 sheets)

Specifications to include:

• Technical specifications

Deliverables: 60 percent Design Drawings (PDF and Civil 3D CAD), Draft technical specifications (Word and PDF), Detailed cost estimate (PDF), Draft bid schedule (PDF), and Draft Construction schedule (PDF).

Task 2.4. Environmental Documentation

This task provides the environmental documentation to support environmental resources permitting processes in anticipation of a potential future CEQA document and NEPA document for the project. ***All tasks will be added to current work products of the RWS-SLR project.*** Tasks to be included under environmental documentation are as follows:

Task 2.4.1. Early Consultation with Permitting Agencies: Consultant to directly engage with the following agencies to identify issues related to species and water quality early in the project planning process: U.S. Army Corps of Engineers, National Marine Fisheries Services, U.S. Fish and Wildlife Services, California Department of Fish and Wildlife, San Francisco Bay Regional Water Quality Control Board, and San Francisco Bay Conservation and Development Commission. Consultant will develop meeting agendas and supporting materials. Consultant to develop and maintain a permit matrix identifying anticipated permits. Consultant will develop CEQA and NEPA outlines to guide completion of this scope.

Task 2.4.2. Project Description: Consultant to include project objectives, a description of proposed components, and describe each component in sufficient detail to facilitate determination of the nature and scale of environmental impacts for various alternatives, including area of disturbance and construction equipment scenarios. The project description will identify discretionary approvals by regulatory agencies.

Task 2.4.3. Discussion of Alternatives: Based on Phase I, Consultant to document sufficient information about each alternative to demonstrate meaningful evaluation, analysis, and

comparison with the proposed project per CEQA/NEPA guidelines, including a no project alternative and the environmentally superior alternative.

Task 2.4.4. Completion of Key Environmental Analyses Technical Studies: Consultant to complete the following technical studies anticipated to support regulatory permits and the CEQA and NEPA documents. Additional technical studies may be identified as part of Task 6.0A – Preparation of CEQA Document and NEPA Document.

- Existing Conditions Report: Prepare descriptions of existing conditions in the study area as it pertains to each of the environmental topics to be analyzed.

- Wetlands Delineation: The EIR/S and future permit applications will require an accurate assessment of impacts to water of the U.S. based upon an accurate map of the existing distribution of waters of the U.S. Therefore, Consultant to delineate the boundaries of wetlands and other waters that are expected to be regulated by the U.S. Army Corps of Engineers (USACE) as waters of the U.S. Consultant to delineate the boundaries of these features according to methodologies outlined in the USACE Wetland Delineation Manual and other USACE guidance.

- Cultural Resources Survey Report: For compliance with regulations related to cultural resources, Consultant to complete a Cultural Resources Survey Report suitable for ongoing consultation and coordination with the State Historical Preservation Officer (SHPO). This task will include surveys, assessments, and documentation required for CEQA/NEPA cultural resource evaluation under Section 106 of the National Historic Preservation Act (NHPA). The Cultural Resources Survey Report will incorporate the findings of background research and survey; describe the regulatory framework, the cultural setting, and identify resources; and provide an assessment of the potential for buried archaeological resources.

- Biological Assessment Report: To satisfy the EIR/S and future permit applications requirements, a Biological Assessment report will be developed describing biological resources present along the preferred levee footprint and ecological constraints to implementation of the levee improvement project, including the presence of sensitive habitats and an evaluation of the potential for rare, threatened, or endangered species of flora and/or fauna to occur along the levee improvement project vicinity. The report will also include a preliminary review of biological impacts associated with implementation of the project and recommended mitigation measures.

Deliverables: Revised RWS-SLR documentation to support environmental and historical resources permitting processes (Word, PDF).

Assumptions

- All deliverables will be amendments to their counterparts developed as part of the RWS-SLR project.

- No work is necessary on the grant documents or benefit cost analysis (BCA) being produced by Redwood Shores. Grant close-out documents will occur prior to the final alternative selection for Belmont.

Total for Task 1. PRELIMINARY PLANNING, OUTREACH AND ALTERNATIVES EVALUATION is a not-to-exceed amount of **$208,787**.

Total for Task 2. 60% DESIGN AND ENVIRONMENTAL REVIEW is a not-to-exceed amount of **$426,406**.

Total for all tasks is a not-to-exceed amount of **$635,194**.

List of Key Personnel

Primary Contact: Caitlin J. Tharp, PE, Vice President Schaaf & Wheeler Consulting Civil Engineers, ctharp@swsv.com, 415-823-4964

Secondary Contact: Charles D. Anderson, PE, President Schaaf & Wheeler Consulting Civil Engineers, canderson@swsv.com, 408-246-4848

Project Schedule

Date | Action

- March 2026 | Approve of Task Order, Begin Task 1
- March – April 2026 | Aerial and Control
- April - June 2026 | Data Collection & Draft Alternatives Analysis
- May - June 2026 | Community Outreach
- June 2026 | Final Alternative Selection
- July 2026 Begin Task 2
- July – October 2026 | Geotechnical Investigations, Draft Environmental Documents
- October – January 2027 | Draft 60 percent PS&E, Final Environmental Documents

Sincerely,
Schaaf & Wheeler



Caitlin Tharp, PE
Vice President

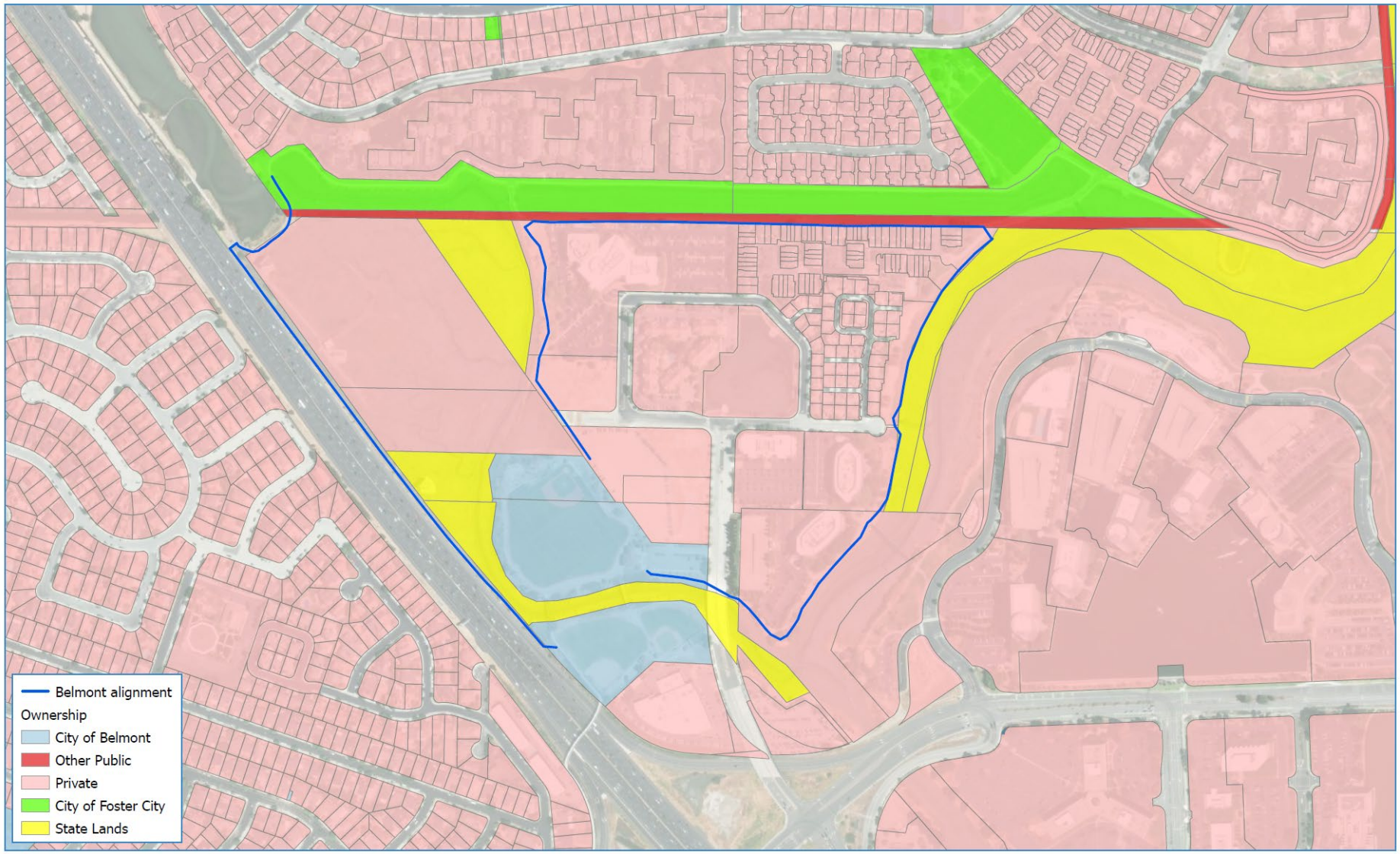
Schaaf & Wheeler
City of Belmont
Island Park Sea Level Rise Protection Project
Work Force Allocation and Fee
February 11, 2026

		Hourly Rates	Schaaf & Wheeler Total	ESA Total	ENGEO Total	C&P Total	CMG Total	CivicEdge Total	Subconsultant Total	Total
Task 1. PRELIMINARY PLANNING, OUTREACH AND ALTERNATIVES EVALUATION										
Task 1.1	**Project Management**		**$7,142**	**$ -**	**$ -**	**$ -**	**$ 8,400**	**$ 5,000**	**$13,400**	**$20,542**
1.1.1	Progress Reports Including Monthly Invoices		$2,440	$ -					$ -	**$2,440**
1.1.2	Project Meetings		$4,702	$ -	$ -		$ 8,400	$ 5,000	$ 13,400	**$18,102**
Task 1.2	**Data Collection and Preliminary Studies**		**$10,833**	**$ -**	**$ -**	**$ 59,365**	**$ 5,380**	**$ -**	**$64,745**	**$75,578**
1.2.1	Gather Existing Data Including Site Reconnaissance		$10,833	$ -			$ 5,380		$ 5,380	**$16,213**
1.2.2	FEMA Accreditation Requirements			$ -					$ -	
	Land Survey and Utility Location			$ -					$ -	
	1.2.2.3 Control Establishment		$0	$ -		$ 32,380			$ 32,380	**$32,380**
	1.2.2.3 Aerial Topograhic Survey		$0	$ -		$ 26,985			$ 26,985	**$26,985**
Task 1.3	**Stakeholder and Community Outreach**		**$7,483**	**$ -**	**$ -**	**$ -**	**$ 20,970**	**$ 29,000**	**$49,970**	**$57,453**
1.3.1	Public Outreach Plan		$2,340	$ -			$ -	$ 6,000	$ 6,000	**$8,340**
1.3.2	Align Project Design with Existing Efforts and Multi-Benefit Opportunities		$3,363	$ -				$ -	$ -	**$3,363**
1.3.3	Engage Environmental Regulatory Agencies and Residents		$1,780	$ -			$ 20,970	$ 23,000	$ 43,970	**$45,750**
Task 1.4	**Alternatives Analysis and Project Selection**		**$30,014**	**$ -**	**$ -**	**$ -**	**$ 25,200**	**$ -**	**$25,200**	**$55,214**
1.4.2	Alternatives Feasibility, Design Criteria and Basis of Design Report		$30,014	$ -	$ -		$ 25,200		$ 25,200	**$55,214**
	Total		**$55,472**	**$ -**	**$ -**	**$ 59,365**	**$ 59,950**	**$ 34,000**	**$153,315**	**$208,787**
Task 2. 60% DESIGN AND ENVIRONMENTAL REVIEW										
Task 2.1	**Project Management**		**$7,142**	**$ 8,672**	**$ 16,210**	**$ -**	**$ 8,400**	**$ -**	**$33,282**	**$40,424**
2.1.1	Progress Reports Including Monthly Invoices		$2,440	$ -					$ -	**$2,440**
2.1.2	Project Meetings		$4,702	$ 8,672	$ 16,210		$ 8,400		$ 33,282	**$37,984**
Task 2.2	**Data Collection and Preliminary Studies**		**$11,097**	**$ 25,912**	**$ 123,380**	**$ 13,720**	**$ -**	**$ -**	**$163,012**	**$174,109**
2.2.1	FEMA Accreditation Requirements			$ -					$ -	
	2.2.1.1 Coastal Hazard Analysis		$2,643	$ 6,424					$ 6,424	**$9,067**
	2.2.1.2 Hydrologic and Hydraulic Studies		$2,643	$ 17,280					$ 17,280	**$19,923**
	2.2.1.3 Land Survey and Utility Location			$ -					$ -	
	2.2.2.3.1 Utility Research		$1,630	$ -		$ 13,720			$ 13,720	**$15,350**
	2.2.1.4 Geotechnical Investigation and Report		$4,180	$ -	$ 123,380				$ 123,380	**$127,560**
	2.2.1.5 Gather Data on Environmental and Historic Preservation Resources		$0	$ 2,208					$ 2,208	**$2,208**
Task 2.3	**60% PS&E for Preferred Project**		**$55,772**	**$ 18,194**	**$ 17,590**		**$ 59,100**		**$94,884**	**$150,656**
Task 2.4	**Environmental Documentation**		**$19,550**	**$ 35,868**	**$ -**	**$ -**	**$ 5,800**	**$ -**	**$41,668**	**$61,218**
2.4.1	Early Consultation with Permitting Agencies		$3,660	$ 3,476			$ -		$ 3,476	**$7,136**
2.4.2	Project Description		$3,970	$ 4,964			$ -		$ 4,964	**$8,934**
2.4.3	Discussion of Alternatives		$3,970	$ 7,764			$ 5,800		$ 13,564	**$17,534**
2.4.4	Completion of Key Environmental Analyses Technical Studies		$7,950	$ 19,664					$ 19,664	**$27,614**
	Total		**$93,560**	**$ 88,646**	**$ 157,180**	**$ 13,720**	**$ 73,300**	**$ -**	**$332,846**	**$426,406**
TOTAL			**$149,033**	**$88,646**	**$157,180**	**$73,085**	**$133,250**	**$34,000**	**$486,161**	**$635,194**

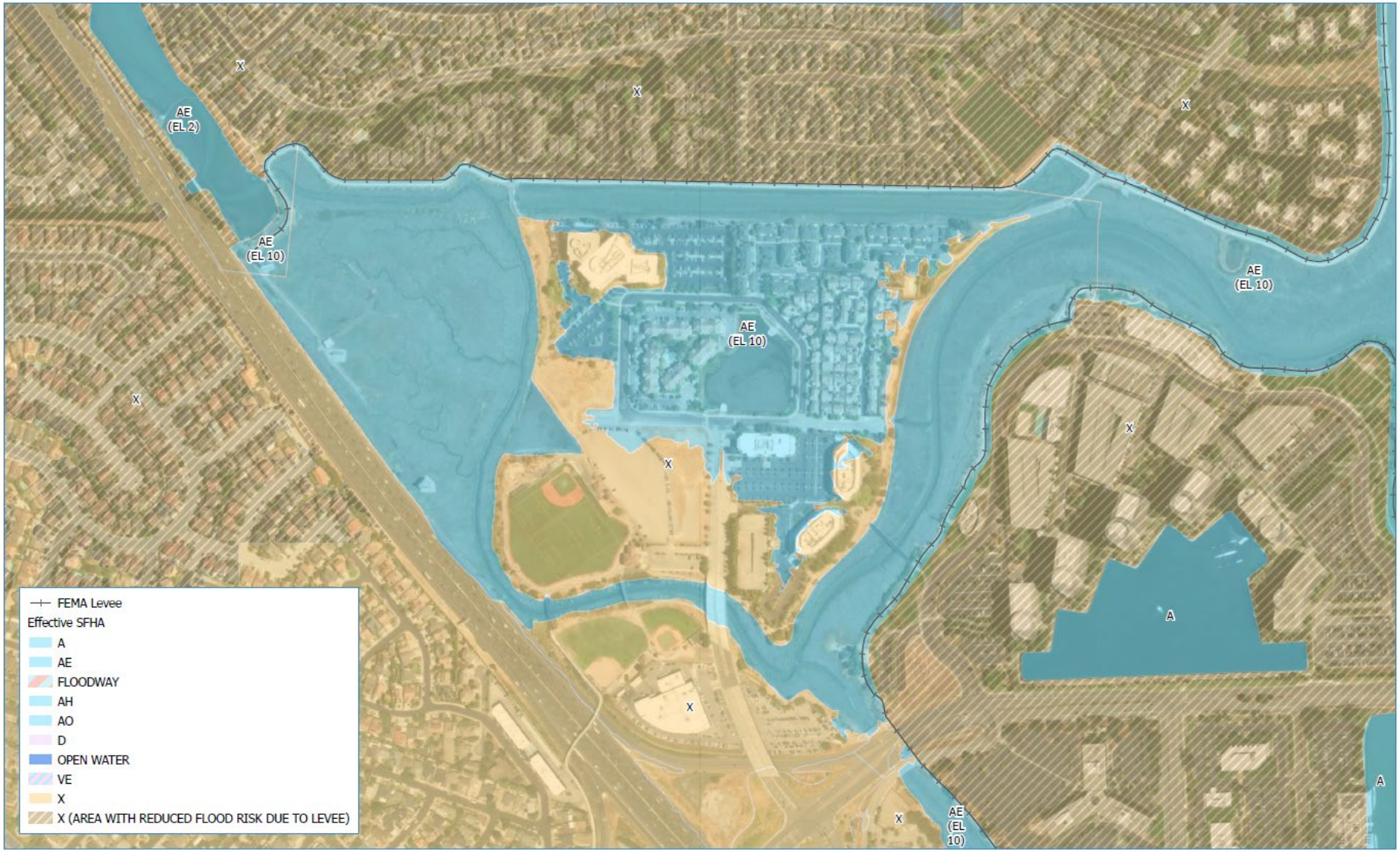


Redwood Shores Sea Level Rise Protection Project

Elizabeth Wada PE
Senior Civil Engineer
March 10, 2026


Belmont alignment
Ownership
City of Belmont
Other Public
Private
City of Foster City
State Lands
SCHAAF & WHEELER
CONSULTING CIVIL ENGINEERS
0
180
360 Feet
Ownership
Redwood Shores Levee Sea Level Rise Protection Project
February 2026


Island Park Levee
Levee alignment with Adjacent Projects
Port Royal Ave
Playground | Port Royal Park
Port Royal Park
Schooner Bay
Lantern Cove Apartments
Rock Harbor Ln
West O'Neill Slough
O'Neill Slough
Belmont Slough
Volkswagen Group of America, Innovation...
Clipper Dr
Oracle Pkwy
Hyatt House Belmont/ Redwood Shores
Concourse Pl
Bayshore Fwy
Baseball Field
Island Pkwy
Belmont Sports Complex & Conference Center
Athletic Park
Parking Lot
Autobahn Motors
101
Marine Pkwy
Legend
Autobahn Motors
Future Highway Levee
Island Park Levee
RWS Levee
San Mateo Levee
Google Earth
Image © 2026 Vexcel Imaging US, Inc.



SCHAAF & WHEELER
CONSULTING CIVIL ENGINEERS

0 180 360 Feet

Belmont Island Effective FEMA Flood Zones

Redwood Shores Levee Sea Level Rise Protection Project | February 2026


CITY OF
BELMONT
Thank you!
belmont.gov

STAFF REPORT

Meeting Date: March 10, 2026

Agency: City of Belmont

Staff Contact: Josh Sun, Senior Civil Engineer, jsun@belmont.gov

Agenda Title: Annual Transportation and Mobility Update

Agenda Action: For Information Only

Recommendation

This is an informational item only; no action is required.

Strategic Focus Area

Infrastructure and Mobility

Background

Infrastructure & Mobility remains a core Strategic Focus Area within the City's Strategic Plan. A key objective under this focus area is to enhance multimodal transportation for all users. This objective is advanced primarily through the Capital Improvement Program, Operations and Maintenance activities, and the Parking and Traffic Safety Committee (PTSC).

Belmont's street network and hillside terrain continue to create a distinctive set of considerations in planning for and maintaining a safe, accessible, and multimodal transportation system. Many neighborhood roadways are narrow and constrained, limiting how fully multiple travel modes and community needs can be accommodated simultaneously. Providing sidewalks, parking, and bicycle or traffic-calming features must often be balanced against circulation demands, emergency access, and ongoing maintenance obligations.

As a result, improvements often require careful balancing of competing priorities, including pedestrian and bicyclist safety, vehicle operations, neighborhood parking needs, and long-term infrastructure sustainability. The City approaches these decisions comprehensively and evaluates how each action can best contribute to a transportation system that is safe, practical, and responsive to community needs.

This report provides the Council and community with a 2025 update on major transportation efforts that have been completed, are underway, or are anticipated in the coming years. It also includes a summary of the PTSC's role as a forum to review system performance, identify emerging trends, and help guide traffic management strategies and future mobility and capital improvements.

Analysis

The City of Belmont improves traffic and mobility safety through a coordinated approach grounded in the" Three Es": Engineering, Education, and Enforcement. This framework combines infrastructure improvements, community awareness, and consistent enforcement to address safety challenges comprehensively. Each component plays a critical and complementary role in supporting the City's

ongoing efforts to enhance safety, accessibility, and overall mobility for all roadway users.

Engineering:

Traffic and Congestion Relief Strategies

The Public Works Department is advancing strategies to improve safety, accessibility, and efficiency across Belmont's transportation system while reducing congestion and supporting the City's 2035 General Plan, Belmont Village Specific Plan, and Pedestrian and Bicycle Plan. Key efforts include:

- Optimizing signal timing to improve traffic flow
- Implementing traffic calming measures to enhance neighborhood safety
- Expanding multimodal connections for walking, bicycling, and transit
- Advancing Safe Routes to School improvements

The City also continues to coordinate with SamTrans and Caltrain to strengthen transit access, deploy smart transportation technologies such as adaptive signal control and real time monitoring, and promote Transportation Demand Management strategies in partnership with employers and new development to reduce peak period travel.

Regional Collaboration

Belmont recognizes that effective transportation solutions require strong partnerships. The City works closely with surrounding jurisdictions and regional agencies to improve connectivity and mobility beyond its borders. Examples of regional projects are listed later in this report. In addition to project coordination, Belmont has adopted the San Mateo Countywide Local Roadway Safety Plan and Vision Zero goal. Adoption of the Local Roadway Safety Plan strengthens the City's eligibility for grant opportunities, including the MTC OBAG 3 County and Local Program, the Caltrans Highway Safety Improvement Program, and the U.S. Department of Transportation Safe Streets for All program. The plan also provides a strategic framework to advance Vision Zero principles and guide future safety improvements.

Parking and Traffic Safety Committee (PTSC)

The Parking and Traffic Safety Committee (PTSC), which includes staff from Belmont Public Works, the Belmont Police Department, and the San Mateo Consolidated Fire Department, advances traffic and mobility safety through the Three Es framework.

Public Works continues to address safety concerns citywide, many of which are raised by residents through the PTSC process. In 2025, Public Works reviewed 51 requests, an increase from 32 in 2024. Routine items, such as red curb renewals and damaged signage, are typically resolved through Operations. More complex issues receive PTSC evaluation and may be implemented directly by Public Works or incorporated into development projects or the Capital Improvement Program.

Operations and Maintenance

In addition to responding to PTSC requests throughout the year, significant progress occurs behind the scenes. The Streets and Traffic Operations teams work year-round to enhance safety, reliability, and overall roadway conditions for all users. Notable accomplishments in 2025 include:

- Refreshed:
  - 9,587 feet of red curb
  - 3 crosswalk located in a School Zone
  - 3,597 feet of thermoplastic striping
- Replaced:
  - 62 regulatory signs
  - 29 warning signs
  - 30 guide signs/street signs
- Repaired:
  - 165 potholes
- Crack Sealed:
  - 15,460 linear feet of pavement
- Installed:
  - 250 tons of asphalt
  - 18 yards of concrete







Capital Improvement Projects Delivery and Program Updates

Capital Project Completion and Advancement

- 2025 Pavement Rehabilitation Project
  Completed rehabilitation of over 2.8 centerline miles of roadway.
- Ralston Avenue Cabinet Relocation Project
  Construction completed in Fall 2025.
- Belmont Village HAWK Crossing Project
  Design completed and Caltrans permit obtained. Construction scheduled to begin in 2026.
- Belmont Village Bike and Pedestrian Project
  Bid and construction contract award completed. Construction expected to begin in early 2026.
- Ralston Segment 4 Feasibility Study
  Scope and goals refined; study funded. Project kickoff scheduled for Spring 2026.

- Alameda de las Pulgas Multimodal Safety Project
  Stakeholder coordination underway; project scope refinement and grant pursuit ongoing.
- 2026 Pavement Rehabilitation Project
  Project development underway.

Policy and Plan Updates (part of the *Enhance Multi-Model Transportation* objective*)*:

- Transportation Master Plan
  Awarded the Caltrans Sustainable Transportation Planning Grant in July 2025
- Pavement Distress Survey
  Completed in March 2025, resulting in a citywide Pavement Condition Index of 71
- Pavement Management Technical Assistance Program (P-TAP)
  Completed the biennial P-TAP for Belmont's pavement condition assessment.

Regional Project Participation

- SMCTA 101 Corridor Connect Mid-County Multimodal Strategy
  Three Belmont projects identified as priority projects.
- Central El Camino Real Multimodal Plan
  Corridor alternatives have been established; project advancing to the Caltrans Project Initiation Document (PID) phase this year.
- Grand Boulevard Initiative (GBI)
  Action plan has been finalized as the first step toward redesigning El Camino Real.

Private Development Coordination

Public Works continues to coordinate with private developments to incorporate frontage improvements, such as bike lanes, City standard driveways, sidewalks, curb and gutter, to enhance public safety and mobility in conjunction with new development. These efforts support General Plan Policy 3.1-5, which requires new developments to contribute their fair share towards multimodal improvements.

Sidewalk Improvement Coordination

Public Works also coordinates with small private residential construction projects to replace or install sections of sidewalk pursuant to the City adopted MTC's Complete Street's Policy and City's Sidewalk Installation Policy.

Active Transportation and Emerging Mobility

Public Works advances projects that improve safety and accessibility for people walking, biking, driving, and using transit, with a focus on closing mobility gaps, enhancing bicycle and pedestrian connectivity, and upgrading substandard sidewalks. Guided by City Council priorities and community input, the Department continues implementing improvements identified in the Pedestrian and Bicycle Master Plan, the Ralston Avenue Corridor Plan, and the Alameda de las Pulgas Corridor Plan to support a more connected and user-friendly street network.

As e-bike use and other micromobility options grow rapidly, Public Works is actively evaluating how

these modes will impact and benefit the transportation system, including considerations for facility design, safety, and operations. Public Works is monitoring state legislation, including AB 1557, and coordinating with neighboring jurisdictions to ensure Belmont can effectively accommodate and serve evolving e-bike and micromobility travel needs.

Transportation Master Plan - Major 2026 Initiative

The major initiative looking ahead to 2026 is the development of a comprehensive Transportation Master Plan. Supported by a Caltrans Sustainable Communities grant, the Plan will provide a long-range framework to manage growth, reduce congestion, and advance safe, efficient travel for all modes while guiding coordinated investments and improving connectivity citywide. Community outreach is expected to begin in summer 2026. The final Plan will include recommended improvements and a prioritized project list to guide future transportation investments.

Education:

Public Works informs residents about current and upcoming projects through City social media channels. For initiatives with broader community impacts, such as the Traffic Calming Policy, staff provide updates and gather input through meetings of the Bicycle and Pedestrian Advisory Committee, City Council, and PTSC. Outreach for these meetings includes social media notifications and mailed postcards, creating multiple opportunities for residents to ask questions and share feedback.

The Police Department supports public safety through ongoing education and traffic law enforcement. In addition to targeted enforcement by the traffic unit, officers use routine stops, community events, and daily interactions to reinforce safe driving behaviors, including avoiding distractions, wearing seat belts, and driving sober. These efforts are complemented by social media outreach and community engagement.

San Mateo Consolidated Fire also supports public safety education through year-round fire prevention and emergency preparedness education. By helping residents reduce fire risks and stay prepared for emergencies, especially in hillside neighborhoods, these programs lower the likelihood of fire-related roadway closures and improve the efficiency of community evacuations during natural disasters. This helps maintain safer and more reliable transportation and mobility across the City.

Enforcement:

The Belmont Police Department serves a critical role in supporting traffic safety through education, outreach, and enforcement activities. While the dedicated traffic unit leads many targeted initiatives, traffic law enforcement is a shared responsibility carried out by patrol officers as part of their routine operations. The Department leverages its institutional knowledge of local roadway conditions together with input from community members to identify and prioritize areas of concern. This collaboration helps inform strategic enforcement efforts and supports the identification of traffic hotspots.

One of the key tools used is directed traffic enforcement, which allows officers to concentrate on specific areas across the city over time, with the goal of improving driver behavior and raising awareness. In support of these efforts, the Police Department received another grant from the California Office of Traffic Safety in late 2025. Also during 2025, the department received a grant from the Department of Cannabis Control. These grant funds help continue initiatives aimed at reducing DUI-related crashes and improving

safety for pedestrians and cyclists. The grant funding has provided additional traffic enforcement tools for the department and funded specific enforcement efforts to help keep Belmont's streets safe for everyone.

Over the course of 2025, the Police Department has performed the following:

- 2,713 traffic stops (up 27% vs 2024)
- 288 bicycle/pedestrian stops
- 438 directed traffic enforcements
- Issued:
  - 1,092 moving citations (up 73% vs 2024)
  - 160 written warnings
  - 550 parking citations
  - 149 criminal citations
  - Over 1,500 verbal warnings

In response to Assembly Bill 413, the Belmont Police Department has continued with education before moving into enforcement, focusing on schools and areas with higher pedestrian activity. The goal is to raise awareness and help the community adjust to the new requirements. The Police Department will continue partnering with Public Works to share information and provide ongoing outreach and education about the new law. During 2025, one citation was issued for violating the daylighting law.

Alternatives

1. None.

Attachments

A. Annual Transportation & Mobility Update PowerPoint

Fiscal Impact

☒ No Fiscal Impact

Receiving the annual transportation and mobility update has no direct fiscal impact. Capital Improvement Program (CIP) projects related to transportation and mobility are incorporated as part of the five-year CIP plan.

☐ Funding Source Confirmed:

Source:	**Purpose:**	**Public Outreach:**
Staff	Council Vision/Priority	Posting of Agenda