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CITY OF SOUTH SAN FRANCISCO

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CITY OF SOUTH SAN FRANCISCO

400 Grand Avenue

South San Francisco, CA 94083

Attn: City Clerk

Mail Tax Statements To:

Bayside Area Development, LLC

c/o Thomson Reuters

P.O. Box 4549

Carlsbad, CA 92018

CTCSF # 20130201-TK

**2013-019601**

10:50 am 02/05/13 AG Fee: NO FEE

Count of Pages 129

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County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



129

(Space above this line for Recorder's use)

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**DEVELOPMENT AGREEMENT**

**BETWEEN THE CITY OF SOUTH SAN FRANCISCO**

**AND**

**BAYSIDE AREA DEVELOPMENT, LLC**

**FOR**

**328 ROEBLING ROAD (BRITANNIA MODULAR LABS 3) PROJECT**

## DEVELOPMENT AGREEMENT

### 328 Roebling Road (Britannia Modular Labs 3) Office / Research and Development Project

This DEVELOPMENT AGREEMENT FOR THE 328 ROEBLING ROAD (BRITANNIA MODULAR LABS 3) OFFICE / RESEARCH AND DEVELOPMENT PROJECT is dated as of January 11, 2013 ("Agreement") and is entered into between (i) Bayside Area Development, LLC, a Delaware limited liability company ("Owner") on the one hand and (ii) the CITY OF SOUTH SAN FRANCISCO, a municipal corporation organized and existing under the laws of the State of California (the "City") on the other hand. Owner and the City are sometimes collectively referred to herein as "Parties."

### RECITALS

- A. WHEREAS, California Government Code ("Government Code") Sections 65864 through 65869.5 authorize the City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property or on behalf of those persons having same; and,
- B. WHEREAS, pursuant to Government Code Section 65865, the City has adopted rules and regulations, embodied in Chapter 19.60 of the South San Francisco Municipal Code ("Municipal Code"), establishing procedures and requirements for adoption and execution of development agreements; and,
- C. WHEREAS, this Agreement concerns property (the "Property") consisting of the following:
  - 1. an approximately 1.18-acre site located at the northeast corner of East Grand Avenue and Roebling Road, adjacent to and southerly of the Primary Property (as defined below), as shown and more particularly described in Exhibit A-1 attached hereto and incorporated herein by reference (the "First Adjacent Property"), commonly known as 233 East Grand Avenue; and
  - 2. an approximately 1.1-acre site, adjacent to and northerly of the First Adjacent Property, located along Roebling Road, as shown and more particularly described in Exhibit A-2 attached hereto and incorporated herein by reference (the "Primary Property"), commonly known as 328 Roebling Road; and
  - 3. an approximately 0.7-acre site, adjacent to and northerly of the Primary Property, located along Roebling Road, as shown and more particularly described in Exhibit A-3 attached hereto and incorporated herein by reference (the "Second Adjacent Property"), commonly known as 340 Roebling Road; and,
- D. WHEREAS, Owner owns or has a legal or equitable interest in the Primary Property, the First Adjacent Property and the Second Adjacent Property; and,

- E. WHEREAS, Owner has submitted a development proposal to the City, including requests for various City land use entitlements, that would permit the development of the Property as originally depicted in the Britannia Modular Labs 3 (328 Roebling Road) Planning Application dated July 27, 2007, prepared by DES Architects + Engineers, Inc., as subsequently amended and as most recently depicted in the updated Planning Commission Submittal dated as of April 26, 2012 (as so amended, the "Plan Set," a copy of which Plan Set is attached hereto as Exhibit B and incorporated herein by reference); and,
- F. WHEREAS, Owner has requested that the City enter into this Agreement to set forth the rights and obligations of the Parties relating to the development of the Property; and,
- G. WHEREAS, all proceedings necessary for the valid adoption and execution of this Agreement have taken place in accordance with Government Code Sections 65864 through 65869.5, the California Environmental Quality Act ("CEQA"), and Chapter 19.60 of the Municipal Code; and,
- H. WHEREAS, the City Council and the Planning Commission have found that this Agreement is consistent with the objectives, policies, general land uses and programs specified in the South San Francisco General Plan as adopted on October 13, 1999 and as amended from time to time; and,
- I. WHEREAS, on December 12, 2012, the City Council adopted Ordinance No. 1460-2012 approving and adopting this Agreement and the Ordinance thereafter took effect on January 11, 2013.

## AGREEMENT

NOW, THEREFORE, the Parties, pursuant to the authority contained in Government Code Sections 65864 through 65869.5 and Chapter 19.60 of the Municipal Code and in consideration of the mutual covenants and agreements contained herein, agree as follows:

### 1. Effective Date

Pursuant to Section 19.60.140 of the Municipal Code, notwithstanding the fact that the City Council adopts an ordinance approving this Agreement, this Agreement shall be effective and shall only create obligations for the Parties from and after the date that the ordinance approving this Agreement takes effect (the "Effective Date").

### 2. Duration

This Agreement shall expire ten (10) years from the Effective Date, but in no event later than December 31, 2022 unless (and then only to the extent) such date is extended pursuant to the immediately following sentence. If litigation against Owner (or any of its officers, agents, employees, contractors, representatives or consultants) to which the City also is a party should delay implementation or construction on the Property of the "Project" (as defined in Section 3 below), the expiration date of this Agreement shall be

extended for a period equal to the length of time from the time the summons and complaint is served on the defendant(s) until the judgment entered by the court is final and not subject to appeal; provided, however, that the total amount of time for which the expiration date shall be extended as a result of such litigation shall not exceed five (5) years.

3. Project Description; Development Standards for Project

The project to be developed on the Property pursuant to this Agreement (the “Project”) shall consist of (i) two (2) office / research and development buildings, each with a ground floor and second story containing in the aggregate approximately 52,768 square feet of occupiable space per building and one (1) floor of partially subterranean parking accommodating approximately 66 parking spaces per building, (ii) surface parking that will accommodate approximately 156 parking spaces, and (iii) related improvements, all as provided in the Plan Set and as approved by the City Council.

- (a) The permitted uses, the density and intensity of uses, the maximum heights, locations and total area of the proposed buildings, the provisions for vehicular access and parking, any reservation or dedication of land, any public improvements, facilities and services, and all environmental impact mitigation measures imposed as approval conditions for the Project shall be exclusively those provided in the Plan Set, the Use Permit issued in connection with the Project and the Conditions of Approval imposed in connection with such Use Permit (copies of which Use Permit and Conditions of Approval are attached hereto as part of Exhibit B and Exhibit C, respectively), the Development Plan as defined below, the Recirculated IS/MND as defined below, the MMRP as defined below, this Agreement (as approved by the City Council), any amendments or addenda to any of the foregoing in effect as of the Effective Date, and the applicable ordinances in effect as of the Effective Date (including, but not limited to, the applicable provisions of the Municipal Code in effect as of the Effective Date), except as modified in this Agreement.
- (b) Subject to Owner’s fulfillment of its obligations under this Agreement, upon the Effective Date of this Agreement, the City hereby grants to Owner a vested right to develop and construct on the Property all the improvements for the Project authorized by, and in accordance with, the terms of this Agreement, the Plan Set (as approved by the City Council) and the applicable ordinances in effect as of the Effective Date.
- (c) Except as authorized by this Agreement, upon such grant of right, no future amendments to the City General Plan, the City Zoning Code, the Municipal Code, or other City ordinances, policies or regulations in effect as of the Effective Date shall apply to the Project, except such future modifications (if any) that are not in conflict with and do not prevent or materially inhibit the development of the Project as proposed in the Plan Set (as approved by the City Council); provided, however, that nothing in this Agreement shall prevent or preclude the City from



adopting any land use regulations or amendments expressly permitted herein or otherwise required by State or Federal Law.

- (d) Notwithstanding South San Francisco Municipal Code, Section 20.450.011(A), any Use Permit lawfully issued by the City for any portion of the Project shall not expire until the expiration of this Agreement, as described in Section 2, above, provided Owner is not in material breach of the terms of this Agreement or the Conditions of Approval for said Use Permit.
- (e) Owner shall cause the Project to be submitted for certification pursuant to the Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U.S. Green Building Council (USGBC) under an appropriate LEED rating system, applying the version of such rating system in effect at the time the Project is registered with the USGBC. Owner shall use commercially reasonable good faith efforts to achieve a "Silver" rating for the Project; provided, however, that Owner shall not be in default under this Agreement if, notwithstanding Owner's good faith efforts, the Project does not receive a "Silver" (or higher) rating. For convenience, recognizing that there may be significant differences in timing for construction of the two buildings comprising the Project and/or for construction of the building shell and tenant improvements for either or both buildings individually, Owner in its discretion may (i) pursue certification of both buildings concurrently or of each building separately, and (ii) pursue certification of the building shell together with or separately from the tenant improvements in either building or in both buildings.
- (f) In developing the Project, Owner shall implement the mitigation measures set forth in the Mitigation Monitoring and Reporting Program (the "MMRP") attached hereto as part of Exhibit C and incorporated herein by this reference, which MMRP was approved concurrently with the approval of the Recirculated Initial Study/Mitigated Negative Declaration for the Project as most recently revised and recirculated in February 2012 (the "Recirculated IS/MND"), subject to any modifications and clarifications set forth in this Agreement or otherwise requested by Owner and approved in writing by the City. Without limiting the generality of the foregoing, the applicable provisions of Exhibit C attached hereto and incorporated herein by reference shall apply to Owner's construction of certain off-site improvements required under the MMRP in connection with potential traffic impacts of the Project (the "Off-Site Improvements"). To the extent there are significant differences in timing for the issuance of permits and construction of the two buildings comprising the Project, and to the extent Owner can reasonably demonstrate that the conditions to be addressed by one or more of the mitigation measures set forth in the MMRP are associated primarily with full completion of the Project rather than with completion of the initial building in the Project, the City agrees to consider any request by Owner for a phased implementation of such mitigation measures and agrees not to unreasonably withhold, condition or delay its approval of such a request.

4. Discretionary Approvals (Lot Merger and Lot Line Adjustment)

The Parties acknowledge that a lot merger and a lot line adjustment will be required in order to reconfigure the three (3) existing parcels comprising the Property into two (2) new parcels conforming to the proposed layout of the Project as set forth in the Plan Set. Owner has submitted its application for a lot merger combining the Primary Property and the Second Adjacent Property to the City for review (including engineering review) and the City has approved the contents of the application and related recordable documents (collectively, the “Approved Lot Merger”), and the Parties agree that the recording and implementation of the Approved Lot Merger can occur promptly after the Effective Date. However, because an existing, occupied building crosses the new lot line that would result from the implementation of a lot line adjustment conforming to the proposed layout of the Project, the Parties acknowledge and agree that the formal approval, recording and implementation of such lot line adjustment (involving a change in the lot line between (x) the First Adjacent Property and (y) the merged lot resulting from the Approved Lot Merger) should be deferred until actual development of the Project is ready to begin. The Parties agree to work together cooperatively and diligently (in the manner contemplated in Section 7 below) to determine and implement a reasonable and practicable sequencing among the lot line adjustment, the demolition of existing improvements and the construction of new improvements constituting the Project. Without limiting the generality of the foregoing, the City agrees (i) not to unreasonably withhold, condition or delay its formal approval of a lot line adjustment conforming to the proposed layout of the Project when requested by Owner to grant such formal approval, and (ii) not to impose, in connection with its formal approval of such a lot line adjustment, (A) any conditions or requirements that are in conflict with or would prevent or materially inhibit the development of the Project as proposed in the Plan Set or (B) any fees, assessments, exactions, contributions, dedications or mitigation measures other than (I) those already expressly provided for in this Agreement and (II) ordinary and customary filing fees, review fees and similar charges generally applicable to requests for lot line adjustments.

5. Permits for Project

Owner shall submit a Development Plan for development of the Project (the “Development Plan”) within sixty (60) days of applying for a grading permit for any phase of the Project. The Development Plan shall address, at a minimum, the landscaping and common area improvements required for each phase of the Project.

For each phase, the City shall issue building permits and Certificates of Occupancy only after the City has reviewed and approved Owner’s applications therefor. City staff review of applications for permits, certificates, approvals or other entitlements shall be limited to determining whether the following conditions are met:

- (a) The application is complete; and,
- (b) Owner has complied with the conditions of the City Council’s approval of the Project, all applicable portions of this Agreement, all applicable Uniform Codes, the Municipal Code, CEQA requirements (including any required mitigation

measures as set forth in the Recirculated IS/MND or MMRP, as modified and/or clarified pursuant to this Agreement where applicable) applicable to the issuance of such permits or certificates, and any other applicable Federal and State Laws; and,

- (c) Owner has obtained Design Review approval for the Project, including required approval of landscaping and common area improvements, subject to any applicable provisions of this Agreement clarifying or amending the conditions of approval with respect to such Design Review approval; and,
- (d) All applicable processing, administrative and legal fees have been paid subject to the provisions of this Agreement; and,
- (e) For Certificates of Occupancy (if applicable) with respect to any phase of the Project prior to substantially full completion of the Project, Owner has completed, and the City has approved, the landscaping and common area improvements reasonably necessary for the occupancy and use of the applicable phase of the Project. For the sake of clarification, the Parties confirm that if only a single building is constructed in the first phase of construction of the Project, Owner shall not be required to complete landscaping and common area improvements on the lot on which the second-phase building will be located in order to obtain a Certificate of Occupancy for the first-phase building, except to the minimum extent (if any) that any such common area improvements are reasonably necessary for the safe and convenient occupancy and use of the first-phase building. The parties agree to negotiate reasonably and in good faith regarding the application of the foregoing standards in the context of a specific phasing plan when and as presented by Owner to the City.

6. Vesting of Approvals

Except as provided in this Agreement, upon the City's approval of the Project, including (without limitation) its Design Review approval and its approval of the Plan Set, Use Permit, Development Plan, Transportation Demand Management Plan, lot line adjustment(s), Recirculated IS/MND, MMRP and this Agreement, such approvals and the land use entitlements conferred by such approvals shall vest in Owner and its successors and assigns for the term of this Agreement, provided that any such successors and assigns comply with the terms and conditions of this Agreement, including, but not limited to, submission of insurance certificates and bonds for the grading of the Property and construction of improvements.

7. Cooperation between Parties in Implementation of This Agreement

It is the Parties' express intent to cooperate with one another and diligently work to implement all land use and building approvals for development of the Project in accordance with the terms of this Agreement. Accordingly, Owner and the City shall proceed in a reasonable and timely manner, in compliance with the deadlines mandated by applicable agreements, statutes or ordinances, to complete all steps necessary for

implementation of this Agreement and development of the Project in accordance with the terms of this Agreement. The City shall proceed, and shall cause its planners, engineers and other consultants to proceed, in an expeditious manner to complete all City actions required for the approval and development of the Project, including, but not limited to, the following:

- (a) Scheduling all required public hearings by the City Council and City Planning Commission; and
- (b) Processing and checking all maps, plans, permits, building plans and specifications and other plans relating to development of the Property filed by Owner or its nominee, successor or assign as necessary for development of the Project; and
- (c) Inspecting and providing acceptance of or comments on all work by Owner that requires acceptance or approval by the City.

Owner shall provide or submit, and shall cause its planners, engineers and other consultants to provide or submit, to the City in a timely manner all documents, applications, plans and other information necessary for the City to carry out its obligations hereunder.

8. Access, Easements and Rights of Way

In order to facilitate and ensure development of the Project in accordance with the Plan Set, this Agreement and the City Council's conditions of approval, and in particular to facilitate Owner's construction of any Off-Site Improvements required pursuant to this Agreement or the City Council's conditions of approval, (a) Owner shall negotiate for and acquire, at Owner's expense, all access rights, easements and rights of way (if any) necessary for the construction of such Off-Site Improvements, and (b) the City shall cooperate with and assist Owner, at Owner's expense, in any manner reasonably requested by Owner from time to time and reasonably within the City's control, in connection with Owner's negotiation for and acquisition of any such access rights, easements and rights of way. Owner expressly acknowledges, however, that the City is under no obligation to use its power of eminent domain in order to acquire any such access rights, easements or rights of way or in order otherwise to facilitate the development of the Project. Owner shall keep the City reasonably advised of the need for and status of any such acquisition of access rights, easements and rights of way (if any) for such Off-Site Improvements, and the City in its discretion shall have the right to participate in or observe any negotiations relating to such acquisition. Any acquisition-related expenses that are Owner's responsibility under the foregoing provisions of this Section shall be paid by Owner to or as directed by the City within thirty (30) days after Owner's receipt of a request for payment accompanied by invoices or other documentation evidencing, in reasonable detail, the expenses for which payment or reimbursement is requested. To the extent the Off-Site Improvements themselves and/or the access, easements or rights-of-way necessary for the construction of such Off-Site Improvements are located on property owned or otherwise controlled by the City, the

City agrees to provide, in a timely manner and without charge to Owner (other than payment by Owner of City's customary and generally applicable fees and charges in effect from time to time with respect to applications for and issuances of the necessary permits or rights), an encroachment permit or other right of entry or right-of-way to the extent reasonably necessary for the completion of such Off-Site Improvements.

9. Maintenance Obligations on Property

All of the Property subject to this Agreement shall be maintained by Owner or its successors in perpetuity in accordance with City requirements to prevent accumulation of litter and trash, to keep weeds abated, to provide erosion control, and to comply with other requirements set forth in the Municipal Code.

- (a) If Owner subdivides the Property or otherwise transfers ownership of a parcel or building in the Project to any person or entity such that the Property is no longer under single ownership, Owner shall first establish an Owners Association and submit a Declaration of Covenants, Conditions and Restrictions ("CC&Rs") to the City for review and approval by the City Attorney. Said CC&Rs shall, at a minimum, satisfy the requirements of Section 19.36.040 of the Municipal Code.
- (b) Any provisions of said CC&Rs governing the Project relating to the maintenance obligations set forth in this Section shall be enforceable by the City.

10. Fees

- (a) Owner shall not be responsible for any fees imposed by the City in connection with the development and construction of the Project, including (but not limited to) fees and costs relating to the formation or implementation of any new special assessment districts, except: (1) as expressly set forth in this Agreement (including, without limitation, the provisions of Section 13 below); (2) City's customary and generally applicable fees and charges with respect to application for and issuance of the Use Permit; and (3) any other customary and generally applicable fees in effect as of the Effective Date of this Agreement.
- (b) No fee requirements (except those identified herein) imposed by the City on or after the Effective Date, and no changes to existing fee requirements (except those currently subject to periodic adjustments as specified in the adopting or implementing resolutions and ordinances) that occur on or after the Effective Date, shall apply to the Project. It is understood and agreed between Owner and the City that the City shall not impose upon Owner any additional exactions, contributions or dedications beyond those imposed under this Development Agreement.
- (c) Any existing application, processing, administrative, legal and inspection fees that are revised during the term of this Agreement shall apply to the Project provided that (i) such fees and the revisions thereto have general applicability; (ii) the application of such fees (as revised) to the Property is prospective; and (iii) the

application of such fees (as revised) would not prevent or materially inhibit development of the Project in accordance with this Agreement.

11. New Taxes

Any subsequently enacted City-wide taxes shall apply to the Property, provided that: (i) the application of such taxes to the Property is prospective; and (ii) the application of such taxes would not prevent or materially inhibit development of the Project in accordance with this Agreement.

12. Assessments

Nothing herein shall be construed to relieve the Property from common benefit assessments levied against it and similarly situated properties by the City, to pay for infrastructure and/or services that benefit the Property and such similarly situated properties, pursuant to and in accordance with any statutory procedure for the assessment of property for such purposes.

13. Additional Conditions

Owner shall comply with all of the following requirements:

(a) Impact Fees. Owner shall pay the following Impact Fees:

1. Oyster Point Overpass Fees. Oyster Point Overpass Fees shall be determined for each building in the Project based on the application of the formula in effect as of the time the City issues the respective building permit for such building, and shall be payable prior to the issuance of such building permit. The City and Owner agree that in applying such formula, a credit will be given for the trips generated by the previously existing uses on the Property.
2. East of 101 Traffic Impact Fees. East of 101 Traffic Impact Fees shall be determined for each building in the Project based on the application of the formula in effect as of the time the City issues the respective building permit for such building, and shall be payable prior to the issuance of such building permit. The City and Owner agree that in applying such formula, a credit will be given for the trips generated by the previously existing uses on the Property.
3. Sewer Impact Fees. Sewer Impact Fees shall be determined for each building in the Project based on the application of the formula in effect as of the date such building is actually occupied and the occupant begins discharging to the City's sanitary sewer system, and shall be payable within thirty (30) days after final calculation of the applicable Sewer Impact Fee pursuant to such formula. The City and Owner agree that in applying such formula, a credit will be given for the portion of the Sewer

Impact Fees that would have been payable under such formula based on the previously existing uses on the Property.

4. Childcare Impact Fee. Owner shall pay the childcare impact fee for nonresidential development, which fee shall be used to establish new childcare spaces in the City. The Childcare fees shall be determined for each building in the Project based on the application of the formula in effect as of the time the City issues the respective building permit for such building, and shall be payable prior to the issuance of such building permit. Upon receipt, the City shall deposit the fee amount into a separate capital facilities account or fund solely for the purpose of establishing new childcare spaces. The City and Owner agree that in applying such formula, a credit will be given for the portion of the Childcare Impact Fee that would have been payable under such formula based on the previously existing uses on the Property.
- (b) Rails to Trails Improvements or Payment. The rail corridor directly abutting or nearly abutting the north boundary of the Property, consisting of a strip of land extending from Forbes Boulevard at its westerly end to Allerton Avenue at its easterly end and more particularly described and depicted in Exhibit A-4 attached hereto and incorporated herein by this reference (the “Trail Corridor”), is identified in the General Plan as a future bike path. HCP Forbes, LLC, an affiliate of Owner (“HCP Forbes”), presently owns fee title to the Trail Corridor. The portion of the Trail Corridor that directly or nearly abuts the north boundary of the Property and is bounded, on the westerly and easterly ends of such portion, by an extension of the westerly and easterly boundary lines of the Property is referred to in this Agreement as the “Adjacent Trail Corridor.” The City is considering whether and how to implement a “rails to trails” program that would cause the Trail Corridor and other similarly situated paths and corridors in the City to be improved and made available for public use. As part of that process, by written notice to Owner at any time after the Effective Date, the City in its reasonable discretion may elect to require Owner to implement either the provisions of subsection 13(b)1 below (“Option A”) or the provisions of subsection 13(b)2 below (“Option B”). If the City fails to notify Owner of such an election prior to issuance of a Certificate of Occupancy for the final building constructed as part of the Project (but in all events no later than December 31, 2019), then the City shall be deemed to have elected Option B.
1. Option A. If the City elects to implement Option A, then Owner shall do the following at Owner’s sole cost and expense (subject to any applicable credits and reimbursement provisions set forth in or contemplated in this Agreement):
  - (A) Owner shall, with reasonable diligence and in consultation with the City, design improvements to the Adjacent Trail Corridor (the “Adjacent Trail Corridor Improvements”). Except as otherwise mutually agreed by Owner and the City, said Adjacent Trail

Corridor Improvements shall consist of paving, lighting and landscaping of a design and scope consistent with standard portions of the City's Bay Trail as it exists on the Effective Date. Owner shall submit plans and a cost estimate for the Adjacent Trail Corridor Improvements to the City, for review and approval by the City, within nine (9) months after receiving notice that the City has elected to implement Option A.

- (B) Upon approval of such plans and cost estimate by the City, Owner shall construct the Adjacent Trail Corridor Improvements in accordance with the approved plans in all material respects. Owner shall complete construction of said Adjacent Trail Corridor Improvements by the later of (i) the date that is eighteen (18) months after the City's approval of the plans and cost estimate for such improvements or (ii) the date of issuance of the Certificate of Occupancy for the final building in the Project, but in all events no later than December 31, 2019.
  - (C) Promptly upon completion of the Adjacent Trail Corridor Improvements, Owner shall, at the City's election set forth in written notice from the City to Owner, do or cause HCP Forbes to do one of the following, by execution and recording of instruments approved as to form and substance by both the City and Owner and their respective counsel, either of which alternatives (as elected by the City) shall be at no cost to the City:
    - (i) Implement a perpetual and irrevocable dedication of the Trail Corridor for public use and enjoyment, in such a manner and on such terms and conditions as have commonly been used to implement dedications relating to the City's Bay Trail as it exists on the Effective Date (except as otherwise mutually agreed by Owner or HCP Forbes, as applicable, and the City); or
    - (ii) Convey outright fee title to the Trail Corridor to the City or its designee (which may be any governmental agency or authority or any nonprofit entity designated by the City in its reasonable discretion).
2. Option B. If the City elects (or is deemed to have elected) to implement Option B, then Owner shall do the following at Owner's sole cost and expense (subject to any applicable credits and reimbursement provisions set forth in or contemplated in this Agreement):
- (A) Owner shall, within nine (9) months after receiving written notice that the City has elected (or is deemed to have elected) to implement Option B, provide the City with a written cost estimate,



subject to the City's review and approval, of the costs that would be required for construction of Adjacent Trail Corridor Improvements of a nature and scope comparable to those described in subsection 13(b)1(A) above.

- (B) Upon approval of such cost estimate by the City, Owner shall, at or before the earlier of (i) issuance of a Certificate of Occupancy for the final building constructed as part of the Project or (ii) December 31, 2019, provide to the City funds in an amount equal to the aggregate cost set forth in such approved cost estimate, which funds shall then be used by the City solely to upgrade substandard portions of the City's then existing Bay Trail or to install new park or trail improvements within the East of 101 Planning Area.
- (C) Upon written request by Owner, the City shall provide Owner with a description, in reasonable detail, of the sources and applications of funds provided by Owner and by other similarly situated property owners for the Bay Trail upgrades or other new park or trail improvements, as applicable, contemplated in subsection 13(b)2(B).

3. Coordination with 494 Forbes R&D Project. Substantially concurrently with the execution of this Agreement, HCP Forbes is entering into a similar development agreement with the City (the "494 Forbes Development Agreement") in connection with the proposed construction by HCP Forbes of a research and development project (the "494 Forbes R&D Project") on property owned by HCP Forbes that is commonly known as 494 Forbes Boulevard and that abuts the northerly boundary of the easterly end of the Trail Corridor. The 494 Forbes Development Agreement includes "rails-to-trails" and credit provisions substantially similar to this Section 13(b) and to Section 13(f) below.

- (A) If, prior to the time the City makes (or is deemed to have made) an Option A or Option B election under this Agreement, the City has already made an Option A or Option B election under the corresponding provision of the 494 Forbes Development Agreement, then the City shall also be deemed to have made the same election (Option A or Option B, as applicable) under this Agreement.
- (B) If the City elects or is deemed to have elected Option A under both this Agreement and the 494 Forbes Development Agreement, then (I) performance by HCP Forbes of the applicable "dedication or conveyance" alternative elected by the City under the provisions of the 494 Forbes Development Agreement corresponding to subsection 13(b)1(C)(i) or (ii) above (as applicable) shall be

deemed to constitute performance by Owner of its corresponding obligation under subsection 13(b)1(C)(i) or (ii) above (as applicable), and (II) to the extent HCP Forbes has already become entitled to a credit that includes the value of the Trail Corridor pursuant to the provisions of the 494 Forbes Development Agreement corresponding to clause (ii) of subsection 13(b)4(A) below, then the credit available to Owner pursuant to clause (ii) of subsection 13(b)4(A) below shall be reduced by the amount of such corresponding credit to HCP Forbes (to avoid double-counting).

4. Credit Against Park In-Lieu Fee or Other Fees. Upon full compliance with Option A or Option B above to the reasonable satisfaction of the Chief Planner, Owner shall receive a credit that may be applied against any Park In-Lieu Fee owed pursuant to Section 13(f) or against certain other fees as more specifically provided in such Section 13(f).
  - (A) If Owner has complied with Option A above, the credit shall be equal to the sum of (i) the actual and verifiable expenses incurred by Owner for the design and construction of the Adjacent Trail Corridor Improvements pursuant to Option A above, plus (ii) \$1,376,910, which amount Owner and the City have agreed (for purposes of this Agreement) to be a reasonable estimate of the value of the Trail Corridor, and which amount will apply for purposes of this credit regardless of whether Owner's compliance with Option A takes the form of a transfer or a dedication of the Trail Corridor.
  - (B) If Owner has complied with Option B above, the credit shall be equal to the amount of the funds actually paid by Owner pursuant to Option B above.

Notwithstanding anything to the contrary set forth in Section 13(f), the credit authorized herein shall offset any Park In-Lieu Fee on a dollar-for-dollar basis, up to one hundred percent (100%) of any Park In-Lieu Fee owed, and any remaining excess credit shall be governed by subsection 13(f)3.

5. Assessment District. If at any time the City decides to form an assessment district with the objective of acquiring and completing a rails to trails conversion for the rail corridor which includes the Trail Corridor, Owner agrees not to oppose the formation of such a district, provided that such assessment district includes substantially all other similarly situated properties benefited by the proposed conversion and that the provisions governing such assessment district include reimbursement or credit to Owner for (A) any amounts already expended by Owner for design and construction of Adjacent Trail Corridor Improvements pursuant to

Option A above, and/or (B) any amounts paid by Owner to the City pursuant to Option B above.

6. Effect of Any Future Agreements. Notwithstanding the foregoing provisions, if at any time after the Effective Date (A) Owner and the City enter into a mutually acceptable written agreement relating to any of the subject matter of this Section 13(b) and/or of Section 13(f) below (such as, but not limited to, the ownership, improvement or maintenance and repair of the Trail Corridor or of any other railroad spurs, rail corridors or similar rights-of-way in the vicinity of the Property, or the establishment or improvement of any other "rails to trails" corridors in the vicinity of the Property, or the funding mechanisms for any such acquisitions, conversions or improvements) and (B) such future agreement expressly references this Agreement and affirmatively expresses the intention of the parties that to the extent of any conflict or inconsistency between the provisions thereof and the provisions of this Agreement, such future agreement shall supersede and be controlling over the conflicting or inconsistent provisions of this Agreement, then such intention of the parties shall be given effect and, to the extent of such conflict or inconsistency, the provisions of such future agreement shall be construed for all purposes to supersede and be controlling over the conflicting or inconsistent provisions of this Agreement.
7. Maintenance and Repair of Trail Corridor. From and after the Effective Date, Owner will be responsible for maintaining and repairing, or causing HCP Forbes to maintain and repair, at the sole expense of Owner (or of HCP Forbes, to the extent so agreed in writing by Owner and HCP Forbes), the entire Trail Corridor, which maintenance and repair obligations shall include, but are not limited to:
  - (A) Compliance with any weed abatement, erosion control and other requirements of applicable law relating to the physical condition of unimproved portions of the Trail Corridor;
  - (B) Maintenance and repair of any landscaping and other Adjacent Trail Corridor Improvements constructed either under this Agreement or under the 494 Forbes Development Agreement; and
  - (C) Maintenance and repair of any landscaping and other improvements constructed from time to time in other portions of the Trail Corridor from time to time by Owner, HCP Forbes or any other governmental or non-governmental person or entity, provided that in the case of any such landscaping and other improvements constructed by any other governmental or non-governmental person or entity as described in this paragraph (C), (i) such landscaping and other improvements are comparable in nature and scope to the Adjacent Trail Corridor Improvements

contemplated in this Agreement, and (ii) if Owner notifies the City that Owner believes any maintenance or repair of landscaping or other improvements constructed in other portions of the Trail Corridor is attributable to defective design or construction of such landscaping or other improvements, then at Owner's written request the City will cooperate with Owner or HCP Forbes (as they may direct), at the sole expense of Owner (or of HCP Forbes, to the extent so agreed in writing by Owner and HCP Forbes) and at no out-of-pocket cost to the City, in enforcing for the benefit of Owner or HCP Forbes (as they may direct) or, at the City's election, assigning to Owner or HCP Forbes (as they may direct), any and all warranties and other legal remedies the City may have against the parties responsible for the design and construction of such landscaping or other improvements.

The provisions of this subsection 13(b)7 will remain in effect regardless of whether the City elects (or is deemed to have elected) Option A or Option B above and regardless of whether Owner's compliance with Option A above (if elected or deemed to have been elected by the City) takes the form of the "dedication" alternative or the "conveyance" alternative under subsection 13(b)1(C)(i) or (ii) above (as applicable). In addition, if the City elects (or is deemed to have elected) Option A above, then the provisions of this subsection 13(b)7 will be reflected appropriately in the written instruments implementing the "dedication" alternative or the "conveyance" alternative, as applicable, and without limiting the generality of the foregoing, Owner and the City will use reasonable efforts (and Owner will cause HCP Forbes to use reasonable efforts) to cause such written instruments to include mutually agreeable provisions authorizing access to and use of the entire Trail Corridor by Owner, HCP Forbes, the City and other appropriate third parties, as applicable, for purposes of maintenance, repairs and construction of improvements, subject to customary and commercially reasonable provisions relating to insurance, indemnification and similar matters.

- (c) Transit Station Enhancement Contribution. Owner shall pay an in-lieu fee to be used for enhancing, enlarging, repairing, restoring, renovating, remodeling, redecorating and/or refurbishing any local transit station and/or associated facilities in the City (including, without limitation, the Ferry Terminal at Oyster Point and the Caltrain Station located at 590 Dubuque Avenue). The in-lieu fee shall be calculated at the rate of One Dollar (\$1.00) per gross square foot of building area as shown in the Plan Set, and shall be payable in two (2) equal installments. One-half (1/2) of the in-lieu fee shall be payable prior to the issuance of the building permit for the shell of the first building constructed as part of the Project, and one-half (1/2) of the in-lieu fee shall be payable prior to the issuance of a Certificate of Occupancy for the final building constructed as part of the Project. Payments of the in-lieu fee shall be deposited and held in a

separate account by the City. The Parties intend for the entire in-lieu fee to be expended for local transit station enhancements and/or associated facilities as described in this subsection no later than the date that is five (5) years after the date Owner pays the second installment of the in-lieu fee. If any portion of the in-lieu fee has not been expended for such enhancements and/or associated facilities as of such date, the City shall give Owner written notice of the amount of the unused portion and thereafter such unused portion may be expended by the City for any transit or public space improvements or enhancements in the East of 101 Area. Upon written request by Owner, the City shall provide Owner with a description, in reasonable detail, of the sources and applications of funds provided by Owner and by other similarly situated property owners for the transit station improvements and/or other East of 101 improvements or enhancements, contemplated in this Section 13(c).

- (d) Transportation Demand Management. Owner shall prepare and implement a Transportation Demand Management (TDM) Plan in compliance with the requirements of SSFMC Chapter 20.400 as in effect on the Effective Date (the "TDM Ordinance"). As part of such compliance, Owner shall prepare (i) annual TDM surveys and (ii) triennial TDM reports, each meeting the applicable requirements of the TDM Ordinance, and shall submit same to the City, to document the effectiveness of Owner's TDM Plan in achieving the goal of thirty-five percent (35%) alternative mode usage by employees within the Project. The annual surveys will be prepared by a TDM consultant pre-qualified with or approved by the City and retained, directed and paid for by Owner, and the triennial reports will be prepared by an independent TDM consultant retained by the City and paid for by Owner. Both the annual surveys and the triennial reports will include a determination of historical employee commute methods, which information shall be obtained by survey of all employees working in the buildings on the Property. If the response rate on which a triennial report is based is below 51 percent, additional responses needed to reach a 51 percent response rate will be counted as drive alone trips.

1. TDM Surveys and Reports: The initial TDM survey for each building on the Property will be submitted two (2) years after the granting of a Certificate of Occupancy with respect to such building. The initial triennial TDM report for each building on the Property will be submitted three (3) years after the granting of a Certificate of Occupancy with respect to such building. The second and all later annual surveys and triennial reports (when applicable) with respect to each building shall be included in an annual comprehensive TDM submission to the City covering all of the buildings on the Property that are submitting their second or later TDM surveys or reports.

- (A) Triennial Report Requirements: The goal of the TDM program is to encourage alternative mode usage, as defined in Chapter 20.400 of the Municipal Code. The initial triennial TDM report shall

either: (A) state that the applicable building or buildings have achieved thirty-five percent (35%) alternative mode usage, providing supporting statistics and analysis to establish attainment of the goal; or (B) state that the applicable building or buildings have not achieved thirty-five percent (35%) alternative mode usage, providing an explanation of how and why the goal has not been reached, and a description of additional measures that will be adopted in the coming year to try to ensure attaining the TDM goal of thirty-five percent (35%) alternative mode usage.

(B) Penalty for Non-Compliance: If, after the initial triennial TDM report, subsequent triennial reports indicate that, in spite of the changes in the TDM Plan, thirty-five percent (35%) alternative mode usage is still not being achieved, or if Owner fails to submit such a triennial TDM report at the times required under SSFMC Chapter 20.400, the City may assess Owner a penalty in the amount of up to fifteen thousand dollars (\$15,000.00) per year for each full percentage point by which the Property falls below the minimum thirty-five percent (35%) alternative mode usage goal.

- (i) In determining whether a financial penalty is appropriate, the City may consider whether Owner has made a good faith effort to meet the TDM goals.
- (ii) If the City determines that Owner has made a good faith effort to meet the TDM goals but a penalty is still imposed, and such penalty is imposed within the first three (3) years in which a penalty could be imposed in connection with the TDM Plan, the City in its sole discretion may agree to allow Owner to apply such penalty sums toward the implementation of the TDM Plan instead of requiring them to be paid to the City. If the penalty sums are used to implement the TDM Plan, an Implementation Plan shall be prepared by Owner and reviewed and approved by the City prior to Owner's expending any penalty funds.
- (iii) Notwithstanding the foregoing, the amount of any penalty shall bear the same relationship to the maximum penalty as the completed construction to which the penalty applies bears to the maximum amount of square feet of Office, Commercial, Retail (if any) and Research and Development use permitted to be constructed on the Property. For example, if there is 100,000 square feet of completed construction on the Property included within the TDM report with respect to which the penalty is imposed, the maximum penalty would be determined by multiplying fifteen thousand dollars (\$15,000.00) times a fraction, the

numerator of which is 100,000 square feet and the denominator of which is the maximum amount of square feet of construction permitted on the Property (subtracting the square footage of the parking facilities); this amount would then be multiplied by the number of full percentage points by which the Project has fallen below the thirty-five percent (35%) alternative mode usage goal for the applicable period.

2. The provisions of this Section 13(d) are incorporated as Conditions of Approval for the Project and shall be included in the approved TDM Plan for the Project.
  3. Owner shall reimburse the City for costs incurred in maintaining and enforcing the trip reduction program for the Project.
- (e) Public Safety Impact Fee. As of the Effective Date, the City is evaluating a "Public Safety Impact Fee" to assist the City's Fire Department and Police Department with funding the acquisition and maintenance of Police and Fire Department vehicles, apparatus, equipment, and similar needs for the provision of public safety services. If such Fee is implemented by July 1, 2013, Owner shall be responsible for payment of such Fee with respect to each building constructed as part of the Project prior to the issuance of the respective Certificate of Occupancy for such building. The Fee shall be deposited and held in a separate account by the City.
- (f) Park In-Lieu Fee. As of the Effective Date, the City is evaluating a "Park In-Lieu Fee" to support the creation of additional public open space, in lieu of requiring that applicants dedicate one-half an acre per 1,000 new employees to the public in the East of 101 area. If such a Park In-Lieu Fee is implemented, Owner shall be responsible for such Park In-Lieu Fee (less the credits specifically described in this Section 13(f) and any other credits provided under the applicable ordinance), up to a maximum cap of \$4.78 per gross square foot of building area in the Project, even if the rate reflected in the applicable ordinance, if and when implemented, is higher. If the actual Fee, if and when implemented, is at a lower rate, then Owner would be responsible, as to each building, only for the actual Fee in effect at the time the City issues the respective building permit for such building.
1. "Private Open Space" Credit. Owner shall receive a credit against Owner's obligation for the Park In-Lieu Fee (if implemented) for Owner's development of private open space created within the Project Site. Owner's credit shall be identical to the credit, if any, allowed under the Park In-Lieu Fee program, if implemented, except that (i) in no case shall Owner receive such a "private open space" credit offsetting more than 50% of Owner's required Park In-Lieu Fee; and (ii) in no case shall zoning or building code required open areas, including but not limited to

the fifteen-percent landscaping requirement (SSFMC, § 20.110.003) and setbacks, be counted towards any offsetting “private open space” credit.

2. Credit Relating to Trail Corridor. As provided in subsection 13(b)4 above, upon compliance with Option A or Option B (as elected by the City) with respect to the Trail Corridor, Owner will be entitled to a credit that may be offset against Owner’s required Park In-Lieu Fee. If, at the time Owner would otherwise be required to pay the Park In-Lieu Fee, either the City has not yet selected between Option A or Option B with respect to the Trail Corridor, or such a selection has been made but Owner’s compliance with the applicable option has not yet been completed, then the City agrees to negotiate reasonably and in good faith with Owner regarding a deferral of Owner’s payment obligation for part or all of the Park In-Lieu Fee until the amount of Owner’s credit under subsection 13(b)4 can be reasonably determined and given effect.
3. Future Use and Transferability of Credits. To the extent the aggregate amount of any credits to which Owner becomes entitled from time to time pursuant to subsections 13(f)1 and 13(f)2, as applicable, exceeds Owner’s maximum Park In-Lieu Fee obligation under this Agreement with respect to the Project, the City agrees that (i) the amount of such excess (the “Excess Credit Amount,” which may comprise the entire amount of such credits if the Park In-Lieu Fee never becomes applicable to the Project) may be applied by Owner against the unpaid balance (if any) of any other park, open space or traffic-related fees for which Owner is responsible in connection with the Project; (ii) any remaining balance of the Excess Credit Amount may be applied by Owner, or by HCP Forbes or any other affiliate of Owner or any successor owner of the Property to whom Owner expressly assigns in writing Owner’s rights with respect to all or any specified portion of the Excess Credit Amount (each, a “Permitted Credit Assignee”), as a credit against any future liabilities or obligations for Park In-Lieu Fees incurred in connection with any future developments in the City of South San Francisco by Owner or by any such Permitted Credit Assignee, as applicable; and (iii) if the Park In-Lieu Fee is not eventually implemented as a fee of general applicability to commercial developments in South San Francisco, any remaining balance of the Excess Credit Amount may, in the discretion of Owner or any Permitted Credit Assignee, be applied as a credit against any other park, open space or traffic-related fees incurred in connection with any future developments in the City of South San Francisco by Owner or by any such Permitted Credit Assignee, as applicable.
4. Effect of Future Written Agreements (If Applicable). Notwithstanding any of the foregoing, as provided in subsection 13(b)6 above, the provisions of this Section 13(f) may be modified or superseded by future



written agreements between Owner and the City under the circumstances described in such subsection 13(b)6.

- (g) Stormwater Fee. Pursuant to Chapter 14.04 of the South San Francisco Municipal Code, the City collects, on behalf of San Mateo County, the local portion of the San Mateo County Stormwater Management Program fee, to fund or reimburse expenses associated with the Regional Stormwater Permit ("Stormwater Fee"). The Stormwater Fee shall be payable for each building permit issued in connection with the Project, provided that (i) the building permit is for a development or construction activity covered by the Stormwater Fee, and (ii) a complete application for the building permit is received after the effective date of the Stormwater Fee. Unless the Stormwater Fee provides otherwise, the Stormwater Fee shall be paid prior to issuance of the respective building permit for each building to which the Stormwater Fee applies. The amount of the Stormwater Fee to be paid shall be in accordance with the calculation in effect at the time of payment. In applying such calculation, a credit will be given for the portion of the Stormwater Fee that would have been payable under such calculation based on the volume of stormwater runoff produced by the previously existing uses and conditions on the Property, prior to construction of the Project.
- (h) Sewer Capacity Fee. A sewer capacity fee (the "Sewer Capacity Charge") shall be paid by Owner for connection to the public sanitary sewer in accordance with Title 14 of the South San Francisco Municipal Code. Payment by Owner of the applicable Sewer Capacity Charge for each building or applicable portion thereof in the Project shall be due at the time of (and as a condition to) issuance of a Certificate of Occupancy for such building or applicable portion thereof.

14. Indemnity

- (a) Owner agrees to indemnify, defend (with counsel selected by Owner, subject to approval by the City, which approval shall not be unreasonably withheld, conditioned or delayed, but in no event shall this subsection require the City to waive its right to assert an ethical conflict in said representation) and hold harmless the City and its elected and appointed councils, boards, commissions, officers, agents, employees and representatives (collectively, the "City Indemnitees") from any and all claims, costs (including legal fees and costs) and liability for any personal injury, death or property damage (collectively, "Claims") which arise directly or indirectly as a result of any actions or inactions by Owner, or any actions or inactions of Owner's contractors, subcontractors, agents or employees, in connection with the construction, improvement, operation or maintenance of the Project, provided that Owner shall have no indemnification obligation with respect to any such Claims (i) to the extent such Claims are solely attributable to the gross negligence or willful misconduct of any City Indemnatee, or (ii) to the extent arising out of or in connection with the maintenance, use or condition of any public improvement after the time it has been dedicated to and accepted by the City or another public entity (except as otherwise provided in an improvement agreement or maintenance bond, if applicable).

- (b) The Parties' obligations under this Section 14 shall survive the expiration or earlier termination of this Agreement and shall be independent of any other applicable indemnity agreements.

15. Interests of Other Owners

Owner has no knowledge of any reason why Owner, and any other persons holding legal or equitable ownership interests in the Property as of the Effective Date, will not be bound by this Agreement.

16. Assignment

- (a) Right to Assign. Owner may at any time or from time to time transfer its right, title or interest in or to all or any portion of the Property. In accordance with Government Code Section 65868.5, the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to Owner as owners of all or any portion of the Property. As a condition precedent to any such transfer, Owner shall require the transferee to acknowledge in writing that transferee has been informed, understands and agrees that the burdens and benefits under this Agreement relating to such transferred property shall be binding upon and inure to the benefit of the transferee.
- (b) Notice of Assignment or Transfer. No transfer, sale or assignment of Owner's rights, interests and obligations under this Agreement shall occur without prior written notice to the City and approval by the City Manager, which approval shall not be unreasonably withheld, conditioned or delayed. The City Manager shall consider and decide the matter within ten (10) days after receipt of Owner's notice, provided all reasonably necessary documents, certifications and other information are provided to the City Manager.
- (c) Exception for Notice. Notwithstanding Section 16(b), Owner may at any time, upon notice to the City but without the necessity of any approval by the City, transfer the Property or any part thereof and all or any part of Owner's rights, interests and obligations under this Agreement to: (i) any subsidiary, affiliate, parent or other entity which controls, is controlled by or is under common control with Owner, HCP, Inc., or HCP Estates USA Inc., (ii) any member or partner of Owner or any subsidiary, parent or affiliate of any such member or partner, or (iii) any successor or successors to Owner, HCP, Inc., or HCP Estates USA Inc. by merger, acquisition, consolidation, non-bankruptcy reorganization or government action. As used in this subsection, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies, whether through the ownership of voting securities, partnership interest, contracts (other than those that transfer Owner's interest in the Property to a third party not specifically identified in this subsection) or otherwise.

- (d) Release upon Transfer. Upon the transfer, sale or assignment of all of Owner's rights, interests and obligations under this Agreement pursuant to Section 16(a), Section 16(b) and/or Section 16(c) of this Agreement (as applicable), Owner shall be released from all obligations under this Agreement, with respect to the Property transferred, sold or assigned, to the extent such obligations arise subsequent to the date of the City Manager's approval of such transfer, sale or assignment or the effective date of such transfer, sale or assignment, whichever occurs later; provided, however, that if any transferee, purchaser or assignee approved by the City Manager expressly assumes any right, interest or obligation of Owner under this Agreement, Owner shall be released with respect to such rights, interests and assumed obligations. In any event, the transferee, purchaser or assignee shall be subject to all the provisions hereof and shall provide all necessary documents, certifications and other necessary information prior to City Manager approval.
- (e) Owner's Right to Retain Specified Rights or Obligations. Notwithstanding Section 16(a), Section 16(c) and Section 16(d), Owner may withhold from a sale, transfer or assignment of this Agreement certain rights, interests and/or obligations which Owner shall retain, provided that Owner specifies such rights, interests and/or obligations in a written document to be appended to or maintained with this Agreement and recorded with the San Mateo County Recorder prior to or concurrently with the sale, transfer or assignment of the Property. Owner's purchaser, transferee or assignee shall then have no interest in or obligations for such retained rights, interests and obligations and this Agreement shall remain applicable to Owner with respect to such retained rights, interests and/or obligations.
- (f) Time for Notice. Within ten (10) days of the date escrow closes on any such transfer, Owner shall notify the City in writing of the name and address of the transferee. Said notice shall include a statement as to the obligations, including any mitigation measures, fees, improvements or other conditions of approval, assumed by the transferee. Any transfer which does not comply with the notice requirements of this Section 16(f) and of Section 16(b) shall not release Owner from its obligations to the City under this Agreement until such time as the City is provided notice in accordance with Section 16(b).

17. Insurance

- (a) General Liability Insurance. During the term of this Agreement, Owner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than ten million dollars (\$10,000,000.00) and a deductible of not more than twenty-five thousand dollars (\$25,000.00) per claim. The general liability policy so maintained by Owner shall include either a severability of interest clause or cross-liability endorsement, and shall include the City and its elective and appointive boards, commissions, officers, agents, employees and representatives as additional insureds on the policy.

- (b) Workers' Compensation Insurance. During the term of this Agreement, Owner shall maintain Workers' Compensation insurance for all of Owner's employees working at the Project site. Owner agrees to indemnify the City for any damage resulting from Owner's failure to maintain any such required insurance. In addition, Owner shall require each contractor and subcontractor engaged by Owner for work at the Project site to provide Workers' Compensation insurance for its respective employees working at the Project site.
- (c) Evidence of Insurance. Prior to City Council approval of this Agreement, Owner shall furnish the City satisfactory evidence of the insurance required in Sections 17(a) and 17(b) and evidence that the carrier will endeavor to give the City at least ten (10) days prior written notice of any cancellation or reduction in coverage of a policy if the reduction results in coverage less than that required by this Agreement.
1. During the term of this Agreement, in the event of a reduction (below the limits required in this Agreement) or cancellation in coverage, Owner shall, prior to such reduction or cancellation, provide at least ten (10) days prior written notice to the City, regardless of any notification by the applicable insurer. If the City discovers that the policies have been cancelled or reduced below the limits required in this Agreement and that neither the insurer nor Owner has provided prior notice to the City as required under this Agreement, said failure shall constitute a material breach of this Agreement.
  2. During the term of this Agreement, in the event of a reduction (below the limits required by this Agreement) or cancellation in coverage, Owner shall have five (5) days in which to provide evidence of the required coverage being reinstated or replaced, during which time no persons shall enter the Property to construct improvements thereon, including construction activities related to the landscaping and common improvements.
  3. If Owner fails to obtain reinstated or replacement coverage within five (5) days as required under the preceding subparagraph, the City may obtain, but is not required to obtain, substitute coverage and charge Owner the cost of such coverage plus an administrative fee equal to ten percent (10%) of the premium for said coverage.

18. Covenants Run with the Land

The terms of this Agreement are legislative in nature, and apply to the Property as regulatory ordinances. During the term of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall run with the land and shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities

acquiring the Property, any lot, parcel or any portion thereof, and any interest therein, whether by sale, operation of law or other manner, and they shall inure to the benefit of the Parties and their respective successors.

19. Conflict with State or Federal Law

In the event that State or Federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified (in accordance with Section 20 set forth below) or suspended as may be necessary to comply with such State or Federal laws or regulations. Notwithstanding the foregoing, Owner shall have the right to challenge, at its sole cost, in a court of competent jurisdiction, the law or regulation preventing compliance with the terms of this Agreement and, if the challenge in a court of competent jurisdiction is successful, this Agreement shall remain unmodified and in full force and effect.

20. Procedure for Modification Because of Conflict with State or Federal Laws

In the event that State or Federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the Parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such State or Federal law or regulation. Any such amendment or suspension of this Agreement shall be approved by the City Council in accordance with Chapter 19.60 of the Municipal Code.

21. Periodic Review

- (a) During the term of this Agreement, the City shall conduct “annual” and/or “special” reviews of Owner’s good faith compliance with the terms and conditions of this Agreement in accordance with the procedures set forth in Chapter 19.60 of the Municipal Code. The City may recover reasonable costs incurred in conducting said review, including staff time expended and attorneys’ fees.
- (b) At least five (5) calendar days prior to any hearing on any annual or special review, the City shall mail Owner a copy of all staff reports and, to the extent practical, related exhibits. Owner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, then before said Commission. Following completion of any annual or special review, the City shall give Owner a written Notice of Action, which Notice shall include a determination, based upon information known or made known to the City Council or the City’s Planning Director as of the date of such review, whether Owner is in default under this Agreement and, if so, the alleged nature of the default, a reasonable period to cure such default, and suggested or potential actions that the City may take if such default is not cured by Owner.

22. Amendment or Cancellation of Agreement

This Agreement may be further amended or terminated only in writing and in the manner set forth in Government Code Sections 65865.1, 65867.5, 65868, 65868.5 and Chapter 19.60 of the Municipal Code.

23. Agreement is Entire Agreement

This Agreement and all exhibits attached hereto or incorporated herein contain the sole and entire agreement between the Parties concerning Owner's entitlements to develop the Property. The Parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof, except representations set forth herein, and each Party acknowledges that it has relied on its own judgment in entering this Agreement. The Parties further acknowledge that all statements or representations that heretofore may have been made by either of them to the other are void and of no effect, and that neither of them has relied thereon in its dealings with the other.

24. Events of Default

A Party shall be in default under this Agreement upon the happening of one or more of the following events:

- (a) If a warranty, representation or statement made or furnished by such Party to the other Party in this Agreement is false or proves to have been false in any material respect when it was made; or,
- (b) In the case of Owner, a finding and determination by the City made following an annual or special review under the procedure provided for in Government Code Section 65865.1 and Chapter 19.60 of the Municipal Code that, upon the basis of substantial evidence, Owner has not complied in good faith with the terms and conditions of this Agreement; or,
- (c) Such Party fails to fulfill any of its obligations set forth in this Agreement and such failure continues beyond any applicable cure period provided in this Agreement. This provision shall not be interpreted to create a cure period for any event of default where such cure period is not specifically provided for in this Agreement.

25. Procedure upon Default; Legal Actions

- (a) Upon the occurrence of an event of default (including expiration of any applicable cure period), the non-defaulting Party may, at its option, institute legal proceedings as provided below or may terminate this Agreement; provided, however, that any such termination by the City shall occur only in accordance with the provisions of Government Code Section 65865.1 and of Chapter 19.60 of the Municipal Code.

- (b) The City shall not be deemed to have waived any claim of defect in Owner's performance if, on annual or special review, the City does not propose to terminate this Agreement.
- (c) No waiver or failure by either Party to enforce any provision of this Agreement shall be deemed to be a waiver of any other provision of this Agreement or of any subsequent breach of the same or any other provision.
- (d) Any action for breach of this Agreement shall be decided in accordance with California law. Any Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, to enjoin any threatened or attempted violation, or to enforce by specific performance the obligations and rights of the parties hereto. In no event shall any Party or its elected or appointed officials, directors, officers, members, partners, agents, employees or representatives be liable in monetary damages for any breach or violation of this Agreement, it being expressly understood and agreed that in addition to the right of termination (at the option of the non-defaulting Party), the sole legal or equitable remedy available to a non-defaulting Party for a breach or violation of this Agreement shall be an action in mandamus, specific performance, injunctive or declaratory relief to enforce the provisions of this Agreement.
- (e) A Party shall give the other Party written notice of any default by such other Party under this Agreement, and the defaulting Party shall have thirty (30) days after the date of the notice to cure the default or to reasonably commence the procedures or actions needed to cure the default; provided, however, that if such default is not capable of being cured within such thirty (30) day period but a cure is commenced within such thirty (30) day period, the defaulting Party shall have such additional time to complete the cure as is reasonably necessary.

26. Attorneys' Fees and Costs

- (a) Action by Party. If legal action by either Party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party is entitled to reasonable attorneys' fees and court costs.
- (b) Action by Third Party. If any person or entity not a party to this Agreement initiates any legal or equitable action or proceeding to challenge the validity of any provision of this Agreement or the validity or implementation of the Project approvals or of the Recirculated IS/MND, the Parties shall cooperate in defending such action or proceeding. Owner agrees to diligently defend any such action or proceeding and to bear the litigation expenses of such defense, including the City's costs, fees and expenses including overhead, City staff time and attorneys' fees (with joint counsel reasonably acceptable to the City), for any such action, including any appeal of such action. The City shall have the option to employ independent defense counsel or co-counsel at the City's expense.

27. Severability

If any material term or condition of this Agreement is for any reason held by a final judgment of a court of competent jurisdiction to be invalid, and if the same constitutes a material change in the consideration for this Agreement, then either Party may elect in writing to invalidate this entire Agreement, and thereafter this entire Agreement shall be deemed null and void and of no further force or effect following such election.

28. No Third Parties Benefited

No person other than the City, Owner, and their respective successors is intended to or shall have any right or claim under this Agreement, this Agreement being for the sole benefit and protection of the Parties and their respective successors. Similarly, no amendment or waiver of any provision of this Agreement shall require the consent or acknowledgment of any person not a Party or successor to this Agreement.

29. Binding Effect of Agreement

The provisions of this Agreement shall bind and inure to the benefit of the Parties originally named herein and their respective successors and assigns.

30. Relationship of Parties

It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and Owner and that Owner is not an agent of the City. The Parties do not intend to create a partnership, joint venture or any other joint business relationship by this Agreement. The City and Owner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Owner joint venturers or partners. Neither Owner nor any of Owner's agents or contractors are or shall be considered to be agents of the City in connection with the performance of Owner's obligations under this Agreement.

31. Bankruptcy

The obligations of this Agreement shall not be dischargeable in bankruptcy.

32. Mortgagee Protection: Certain Rights of Cure

- (a) Mortgagee Protection. This Agreement shall be superior and senior to all liens placed upon the Property or any portion thereof after the date on which this Agreement or a memorandum of this Agreement is recorded with the San Mateo County Recorder, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, invalidate, 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 shall be binding upon and effective against all persons and entities, including all deed of trust beneficiaries or mortgagees ("Mortgagees"), who acquire title to the



Property or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

- (b) Mortgagee Not Obligated. No foreclosing Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of any improvements required by this Agreement, or to pay for or guarantee construction or completion thereof. The City, upon receipt of a written request therefor from a foreclosing Mortgagee, shall permit the Mortgagee to succeed to the rights and obligations of Owner under this Agreement, provided that all defaults by Owner hereunder that are reasonably susceptible of being cured are cured by the Mortgagee as soon as is reasonably possible. The foreclosing Mortgagee thereafter shall comply with all of the provisions of this Agreement.
- (c) Notice of Default to Mortgagee. If the City receives notice from a Mortgagee requesting a copy of any notice of default given to Owner hereunder and specifying the address for service thereof, the City shall deliver to the Mortgagee concurrently with service thereof to Owner, all notices given to Owner describing all claims by the City that Owner has defaulted hereunder. If the City determines that Owner is in noncompliance with this Agreement, the City also shall serve notice of noncompliance on the Mortgagee, concurrently with service thereof on Owner. Until such time as the lien of the Mortgage has been extinguished, the City shall:
  - 1. Take no action to terminate this Agreement or exercise any other remedy under this Agreement, unless the Mortgagee shall fail, within thirty (30) days of receipt of the notice of default or notice of noncompliance, to cure or remedy or commence to cure or remedy such default or noncompliance; provided, however, that if such default or noncompliance is of a nature that cannot be remedied by the Mortgagee or is of a nature that can only be remedied by the Mortgagee after such Mortgagee has obtained possession of and title to the Property, by deed-in-lieu of foreclosure or by foreclosure or other appropriate proceedings, then such default or noncompliance shall be deemed to be remedied by the Mortgagee if, within ninety (90) days after receiving the notice of default or notice of noncompliance from the City, (i) the Mortgagee shall have acquired title to and possession of the Property, by deed-in-lieu of foreclosure, or shall have commenced foreclosure or other appropriate proceedings, and (ii) the Mortgagee diligently prosecutes any such foreclosure or other proceedings to completion.
  - 2. If the Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings by reason of any process or injunction issued by any court or by reason of any action taken by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Owner, then the times specified above for commencing or prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition.

- (d) Performance by Mortgagee. Each Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Agreement, to do any act or thing required of Owner under this Agreement, and to do any act or thing not in violation of this Agreement, that may be necessary or proper in order to prevent termination of this Agreement. All things so done and performed by a Mortgagee shall be as effective to prevent a termination of this Agreement as the same would have been if done and performed by Owner instead of by the Mortgagee. No action or inaction by a Mortgagee pursuant to this Agreement shall relieve Owner of its obligations under this Agreement.
- (e) Mortgagee's Consent to Modifications. Subject to the sentence immediately following, the City shall not consent to any amendment or modification of this Agreement unless Owner provides the City with written evidence of each Mortgagee's consent, which consent shall not be unreasonably withheld, to the amendment or modification of this Agreement being sought. Each Mortgagee shall be deemed to have consented to such amendment or modification if it does not object to the proposed amendment or modification by written notice given to the City within thirty (30) days from the date written notice of such proposed amendment or modification is given by the City or Owner to the Mortgagee. If such notice of the proposed amendment or modification is given solely by Owner, then Owner shall also provide the City with reasonable evidence of the delivery of such notice to the Mortgagee.

33. Estoppel Certificate

Either Party from time to time may deliver written notice to the other Party requesting written certification that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and constitutes a binding obligation of the Parties; (ii) this Agreement has not been amended or modified either orally or in writing, or, if it has been amended or modified, specifying the nature of the amendments or modifications; and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing therein the nature and monetary amount, if any, of the default. A Party receiving a request hereunder shall endeavor to execute and return the certificate within ten (10) days after receipt thereof, and shall in all events execute and return the certificate within thirty (30) days after receipt thereof. Failure of a Party to return a requested certificate in a timely manner shall not be deemed a default of the Party's obligations under this Agreement and no cause of action shall arise based on such failure, but such Party shall thereupon be deemed to have certified that the statements in clauses (i) through (iii) of this Section are true, and the requesting Party and any third parties shall be entitled to rely upon such deemed certification. The City Manager shall have the right to execute any such certificate requested by Owner hereunder provided the certificate is requested within six (6) months of any annual or special review. The City acknowledges that a certificate hereunder may be relied upon by permitted transferees and Mortgagees. At the request of Owner, the certificates provided by the City establishing the status of this Agreement with respect to any lot or parcel shall be in

recordable form, and Owner shall have the right to record the certificate for the affected portion of the Property at Owner's cost.

34. Force Majeure

Notwithstanding anything to the contrary contained herein, either Party shall be excused for the period of any delay in the performance of any of its obligations hereunder, except the payment of money, to the extent such performance is prevented or delayed by one or more of the following specific causes beyond such Party's control: major weather differences from the normal weather conditions for the South San Francisco area, war, acts of God or of the public enemy, fires, explosions, floods, earthquakes, invasions by non-United States armed forces, failure of transportation due to no fault of the Parties, unavailability of equipment, supplies, materials or labor when such unavailability occurs despite the applicable Party's good faith efforts to obtain same (good faith includes the present and actual ability to pay market rates for said equipment, materials, supplies and labor), strikes of employees other than Owner's, freight embargoes, sabotage, riots, acts of terrorism, acts of the government, and litigation initiated by a non-Party challenging this Agreement or any Project approval or entitlement. The Party claiming such extension of time to perform shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

35. Rules of Construction and Miscellaneous Terms

- (a) The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive.
- (b) Time is and shall be of the essence in this Agreement.
- (c) Where a Party consists of more than one person, each such person shall be jointly and severally liable for the performance of such Party's obligations hereunder.
- (d) The captions in this Agreement are for convenience only, are not a part of this Agreement and do not in any way limit or amplify the provisions thereof.
- (e) This Agreement shall be interpreted and enforced in accordance with the laws of the State of California in effect on the date thereof.

36. Exhibits

Exhibit A-1	Legal Description and Map of Primary Property
Exhibit A-2	Legal Description and Map of First Adjacent Property
Exhibit A-3	Legal Description and Map of Second Adjacent Property
Exhibit A-4	Legal Description and Map of Trail Corridor
Exhibit B	Plan Set and Use Permit

37.    Notices

All notices required or provided for under this Agreement shall be in writing and delivered in person (to include delivery by courier) or sent by certified mail, postage prepaid, return receipt requested or by overnight delivery service, and shall be effective upon actual delivery as evidenced by the return receipt or by the records of the courier, overnight delivery service or other person making such delivery.

Notices to the City shall be addressed as follow:

City Clerk  
P.O. Box 711, 400 Grand Avenue  
South San Francisco, CA 94080

Notices to Owner shall be addressed as follows:

Bayside Area Development, LLC  
c/o HCP, Inc.  
3760 Kilroy Airport Way, Suite 300  
Long Beach, CA 90806-2473  
Attn: Legal Department

With a copy to:

Bayside Area Development, LLC  
c/o HCP Life Science Estates  
400 Oyster Point Boulevard, Suite 409  
South San Francisco, CA 94080  
Attn: Jon Bergschneider


A party may change its address for notice by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

\* \* \* \* \*

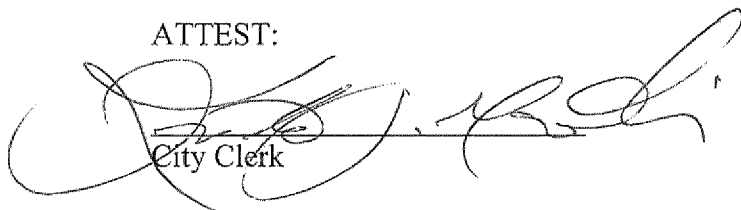
IN WITNESS WHEREOF this Agreement has been executed by the Parties on the day and year first above written.

CITY:

CITY OF SOUTH SAN FRANCISCO

By:   
Barry M. Nagel, City Manager

ATTEST:

  
City Clerk

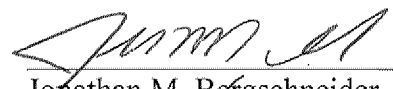
APPROVED AS TO FORM:

 FOR:  
Steven T. Mattas, City Attorney

OWNER:

BAYSIDE AREA DEVELOPMENT, LLC

By: HCP Estates USA Inc., a Delaware corporation, Its  
Managing Member

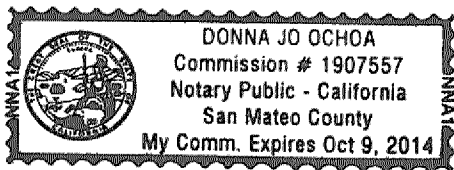
By:   
Jonathan M. Bergschneider  
Executive Vice President

*[see notary acknowledgment forms on following page]*

State of California )  
County of San Mateo )

On January 23, 2013 before me, Donna Jo Ochoa, a Notary Public, personally appeared Barry M. Nagel, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person 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.

Donna Jo Ochoa  
Notary Public

State of California )  
County of San Mateo )

On January 22nd, 2013 before me, Liliana Lie-Busby, a Notary Public, personally appeared Jonathan M. Bergschneider, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person 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.

Liliana Lie-Busby  
Notary Public

## EXHIBIT A-1

### PRIMARY PROPERTY DESCRIPTION AND MAP

Real property commonly known as 328 Roebling Road, located in the City of South San Francisco, County of San Mateo, State of California, more particularly described as follows:

Lots 6 and 7, Map of Milland Tract, filed June 4, 1958, Book 48 of Maps, Page 50, San Mateo County Records.

Assessor's Parcel No. 015-041-250

Map Depicting Primary Property:

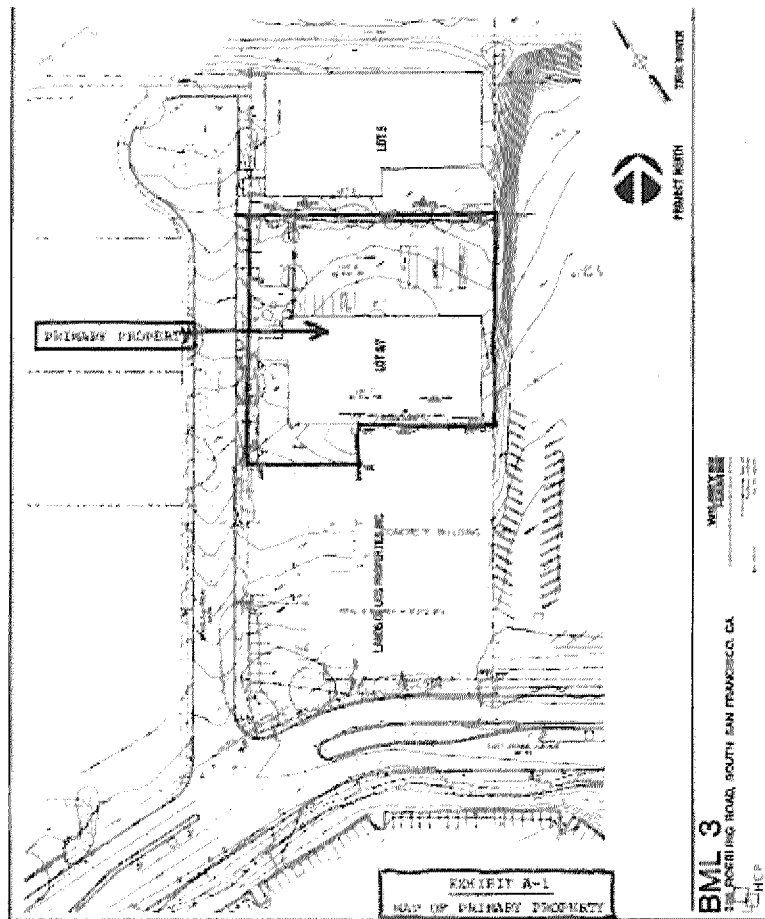


EXHIBIT A-2

FIRST ADJACENT PROPERTY DESCRIPTION AND MAP

Real property commonly known as 233 East Grand Avenue, located in the City of South San Francisco, County of San Mateo, State of California, more particularly described as follows:

Parcel One:

Beginning at a point in the northeasterly line of East Grand (formerly Swift or Walker) Avenue, in the City of South San Francisco, said point being the most westerly corner of that certain 14 acre tract described in Deed from South San Francisco Land and Improvement Company to The Moran Company, recorded March 19, 1917 in Book 265 of Deeds at Page 29, Records of San Mateo County, said point being distant South  $56^{\circ} 37' 18''$  East 124.91 feet and North  $33^{\circ} 22' 42''$  East 50 feet from a granite monument set in the center line of East Grand Avenue, at the first angle point East of the Southern Pacific Railroad; thence running from said point of beginning, along the northeasterly line of said East Grand Avenue, South  $56^{\circ} 37' 16''$  East 10.40 feet to a point thereon; thence leaving said line of East Grand Avenue, North  $33^{\circ} 22' 42''$  East 235 feet; thence at a right angle North  $56^{\circ} 37' 18''$  West 125.21 feet to the northeasterly production of the southeasterly line of that certain 0.48 acre tract conveyed by South San Francisco Land and Improvement Company to the City of South San Francisco, dated October 7, 1929 and recorded December 24, 1929 in Book 454 of Official Records of San Mateo County at Page 134 (50992-B); thence along the northeasterly production of the southeasterly line of said 0.48 acre tract, South  $33^{\circ} 22' 42''$  West 35 feet to the northeasterly line thereof; thence along said northeasterly line, North  $56^{\circ} 37' 18''$  West 95.53 feet to the northwesterly line of said 0.48 acre tract; thence South  $33^{\circ} 22' 42''$  West, along said northwesterly line, 246.59 feet to a point on the northerly line of East Grand (formerly Swift or Walker) Avenue; which last said point bears South  $89^{\circ} 52' 30''$  West 69.35 feet and North  $00^{\circ} 07' 30''$  West 50 feet from aforesaid granite monument; thence North  $89^{\circ} 52' 30''$  East, along said northerly line of East Grand Avenue, 84.40 feet to an angle point thereon; thence along the northeasterly line of East Grand Avenue, south  $56^{\circ} 37' 18''$  East 139.96 feet to the point of beginning.

Parcel Two:

Description of 6'-0" strip of land adjacent to the easterly right of way line of Roebling Road, to be conveyed to A.C. Freeman, from the City of South San Francisco, said 6'-0" strip of land being a part of that 6'-0" strip of land conveyed to the City of South San Francisco from the South San Francisco Land and Improvement Company, by Deed dated August 28, 1929 recorded December 24, 1929 in Book 447 of Official Records of San Mateo County, Page 453 (50993-B) containing 0.34 acres, passed by Council resolution dated October 21, 1929 on Deed conveying 6'-0" strip dated January 4, 1928.

Said 6'-0" strip being that real property described by the following line:

BEGINNING at a point on the easterly right of way line of Roebling Road, said point being the southwesterly property corner of Lot 7 of the map entitled "Milland Tract, City of South San



Francisco, San Mateo County, California" as said map was filed in the office of the Recorder of the County of San Mateo, State of California on June 4, 1958 in Book 48 of Maps at Page 50 (46367-Q); thence from said point of beginning southwesterly South 33° 22' 42" West along said easterly right of way line of Roebling Road 240.00 feet; thence leaving said right of way and proceeding southeasterly South 56° 37' 18" East for a distance of 6.00 feet to the lands of Freeman; thence turning and proceeding northeasterly North 33° 22' 42" East 240.00 to the southerly line of above mentioned Lot 7; thence westerly North 56° 37' 18" West 6.00 feet along lot line to the point of beginning.

*EXCEPTING FROM PARCELS ONE AND TWO ABOVE*, all that certain property conveyed in Deed from United Cold Storage, a California corporation to City of South San Francisco, a municipal corporation recorded June 9, 1975 in Book 6862, page 377, Instrument No. 56803AI, Official Records of San Mateo County, described as follows:

BEGINNING at the most southwesterly corner of said Parcel One, said point of beginning being distant along the northerly right of way line of East Grand Avenue North 89° 52' 30" East 43.18 feet from its intersection with the centerline of Roebling Road, as said street and right of way line are shown on that certain map entitled "Milland Tract, City of South San Francisco, San Mateo County, California", which map was recorded on June 4, 1958 in Volume 48 of Maps at Page 50, Records of San Mateo County; thence from said Point of Beginning along the southerly line of said Parcel One North 89° 52' 30" East 15.14' feet to a point of cusp; thence tangent to the preceding course northwesterly and northerly along the arc of a curve to the right having a radius of 12.00 feet and a central angle of 123° 30' 12", an arc distance of 25.87 feet to a point on the northwesterly line of said Parcel Two, said northwesterly line also being the southeasterly right of way line of said Roebling Road; thence along said northwesterly line tangent to the preceding curve South 33° 22' 42" West 11.77 feet to the most westerly corner of said Parcel Two; thence along the southwesterly line of said Parcel Two South 56° 37' 18" East 6.00 feet to a point on the northwesterly line of said Parcel One; thence along said northwesterly line of Parcel One South 33° 22' 42" West 6.59 feet to the point of beginning.

Assessor's Parcel No. 015-041-290

*[map of First Adjacent Property attached]*

Map Depicting First Adjacent Property:

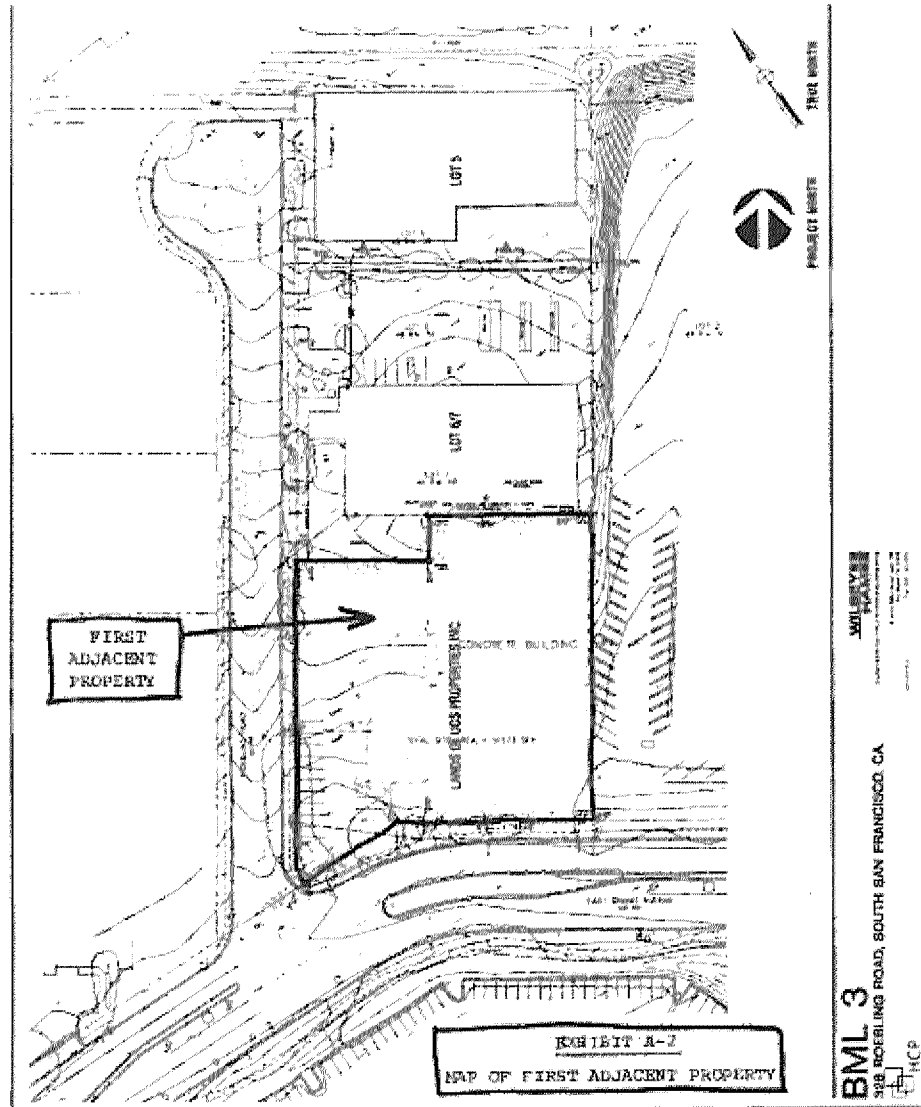


EXHIBIT A-3

SECOND ADJACENT PROPERTY DESCRIPTION AND MAP

Real property commonly known as 340 Roebling Road, located in the City of South San Francisco, County of San Mateo, State of California, more particularly described as follows:

Parcel One:

Lot 5, as shown on the Map entitled "Milland Tract, City of South San Francisco, San Mateo County, California," which Map was filed in the Office of the Recorder of the County of San Mateo, State of California, on June 4, 1958, in Book 48 of Maps, at Page 50.

Parcel Two:

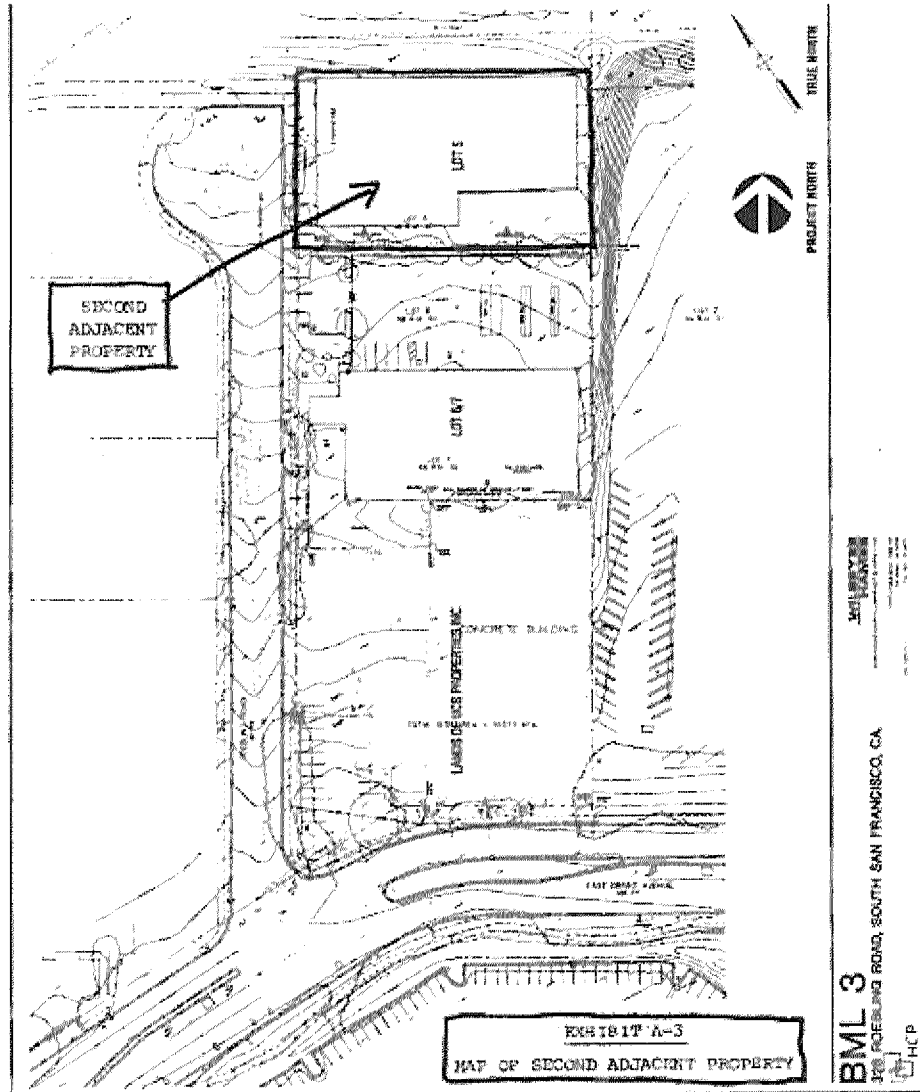
An easement for railroad purposes 20 feet in width lying 10 feet on either side of a centerline more particularly described as follows:

Beginning at a point on the northwesterly line of the above-described parcel distant thereon South  $33^{\circ} 22' 42''$  West 16.17 feet from the most northerly corner thereof; thence from said point of beginning and leaving said northwesterly line North  $56^{\circ} 37' 18''$  West 170.00 feet; thence tangent to the preceding course on the arc of a curve to the left having a radius of 260.00 feet, erroneously shown as "160 feet" on the above-mentioned Map, an arc distance of 60.04 feet, to a point on the southerly line of the lands described in Parcel 5 of the deed from South San Francisco Land and Improvement Company to the South San Francisco Belt Railway by deed recorded December 8, 1928, in Book 384 of Official Records of San Mateo County, at Page 289 (23920-B), and said 20 feet easement being contiguous for its full width at its northwesterly terminus to said southerly line of said lands conveyed to South San Francisco Belt Railway.

Assessor's Parcel No. 015-041-110.

*[map of Second Adjacent Property attached]*

Map Depicting Second Adjacent Property:



## EXHIBIT A-4

### TRAIL CORRIDOR DESCRIPTION AND MAP

Real property located in the City of South San Francisco, County of San Mateo, State of California, more particularly described as follows:

Lot 7 in Block 2 of Cabot, Cabot & Forbes Industrial Park Unit No. 1 in the City of South San Francisco, County of San Mateo, State of California, as shown on map filed February 26, 1965 in Book 61, Page 45 through 49 of Maps, in the office of the County Recorder of said County.

#### Map Depicting Location of Trail Corridor:

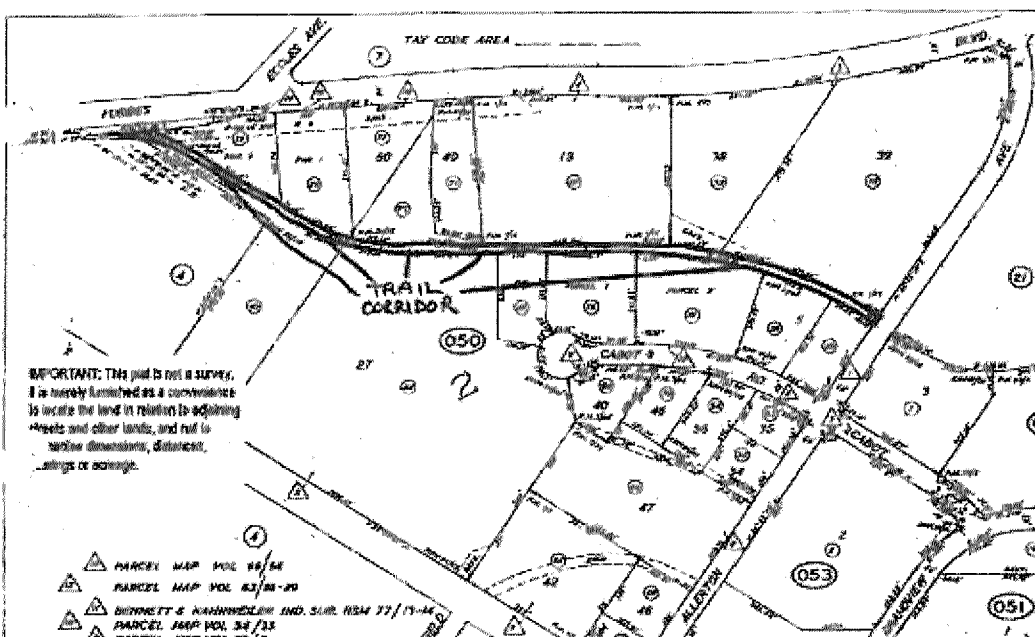


EXHIBIT B  
PLAN SET AND USE PERMIT

[see attached pages]

# BRITANNIA MODULAR LABS 3

328 ROEBLING ROAD  
SOUTH SAN FRANCISCO, CALIFORNIA  
PLANNING COMMISSION SUBMITTAL  
APRIL 26, 2012

## PROJECT DATA

- 1 ZONING: BTP (BUSINESS, TECHNOLOGY AND OFFICE PARK)
- 2 SITE AREA  
2.97 ACRES (128,959 SF)
- 3 CONSTRUCTION TYPE  
TYPE II S WITH AUTOMATIC SPRINKLER SYSTEM
- 4 OCCUPANCY AND HEIGHT  
OCCUPANCY GROUPS: B AND S2  
HEIGHT: BUILDING A AND B - 2-STORY OFFICE/LIFE SCIENCE OVER 1 LEVEL OF PARKING
- 5 AREAS
 

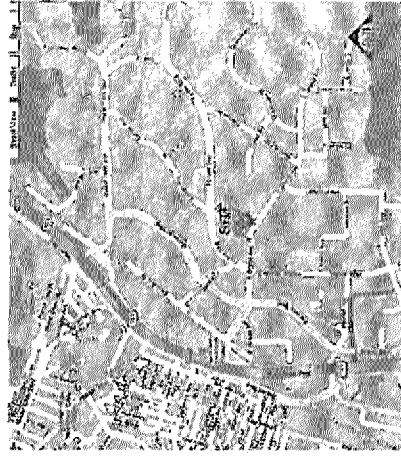
	GARAGE FLOOR	FIRST FLOOR	SECOND FLOOR	TOTAL AREA	ISF
BUILDING A	-	26,394	26,394	52,788	
BUILDING B	-	26,394	26,394	52,788	
TOTAL				105,576	
- 6 F.A.R.: 0.23 %
- 7 PARKING NOTES
 

	OFFICES (CAR/SEF)	2.7 CAR / 1,000 SF
COMPACT CAR PARKING:		
PARKING PROVIDED:		
STANDARD		TOTAL
COMPACT		280
TOTAL		280 STALLS
- 8 LANDSCAPE AREA: 23,933 SF/20%

## SHEET INDEX

- |                       |   |
|-----------------------|---|
| <b>ARCHITECTURAL</b>  | <b>PROJECT INFORMATION</b>                    |
| A-0                   | ARCHITECTURAL SITE PLAN                       |
| A-1                   | BUILDING A FLOOR PLANS                        |
| A-2                   | BUILDING B FLOOR PLANS                        |
| A-3                   | BUILDING A ELEVATIONS                         |
| A-4                   | BUILDING B ELEVATIONS                         |
| A-5                   | BUILDING SITE SECTIONS                        |
| A-6                   | CONCEPTUAL SHADOW STUDIES - SUMMER            |
| A-7a                  | CONCEPTUAL SHADOW STUDIES - WINTER            |
| A-7b                  | TYPICAL WALL SECTION                          |
| A-7c                  | PRELIMINARY LIGHTING PLAN                     |
| A-8                   |   |
| <b>LANDSCAPE</b>      | <b>PRELIMINARY LANDSCAPE PLAN</b>             |
| L-1                   |   |
| <b>GRF</b>            | <b>TOPOGRAPHIC SURVEY</b>                     |
| G-1                   | BOUNDARY PLAN                                 |
| G-2                   | PRELIMINARY GRADING AND DRAINAGE PLAN         |
| G-3                   | SOIL EROSION CONTROL PLAN                     |
| G-4                   |   |
| <b>COLOR EXHIBITS</b> | <b>LANDSCAPE PLAN</b>                         |
| 1                     | BUILDING ELEVATION - WEST ROEBLING FACADE     |
| 2                     | BUILDING ELEVATION - EAST FACADE              |
| 3                     | BUILDING ELEVATION - SOUTH FACADE             |
| 4                     | BUILDING ELEVATION - NORTH FACADE             |
| 5                     | ROEBLING ROAD BUILDING ELEVATIONS             |
| 6                     | PERSPECTIVE - VIEW FROM EAST GRAND            |
| 7                     | PERSPECTIVE - VIEW OF BUILDING ENTRY          |
| 8                     | PERSPECTIVE - VIEW OF BUILDING ENTRY          |
| 9                     | PERSPECTIVE - VIEW OF BUILDING ENTRY          |
| 10                    | ENLARGED LOADING AREA PLANS AND SITE SECTIONS |
| 11                    | PHOTO SIMULATION OF LOADING AREA              |
| 12                    |   |
| 13                    | SITE PHOTOS                                   |

## VICINITY MAP



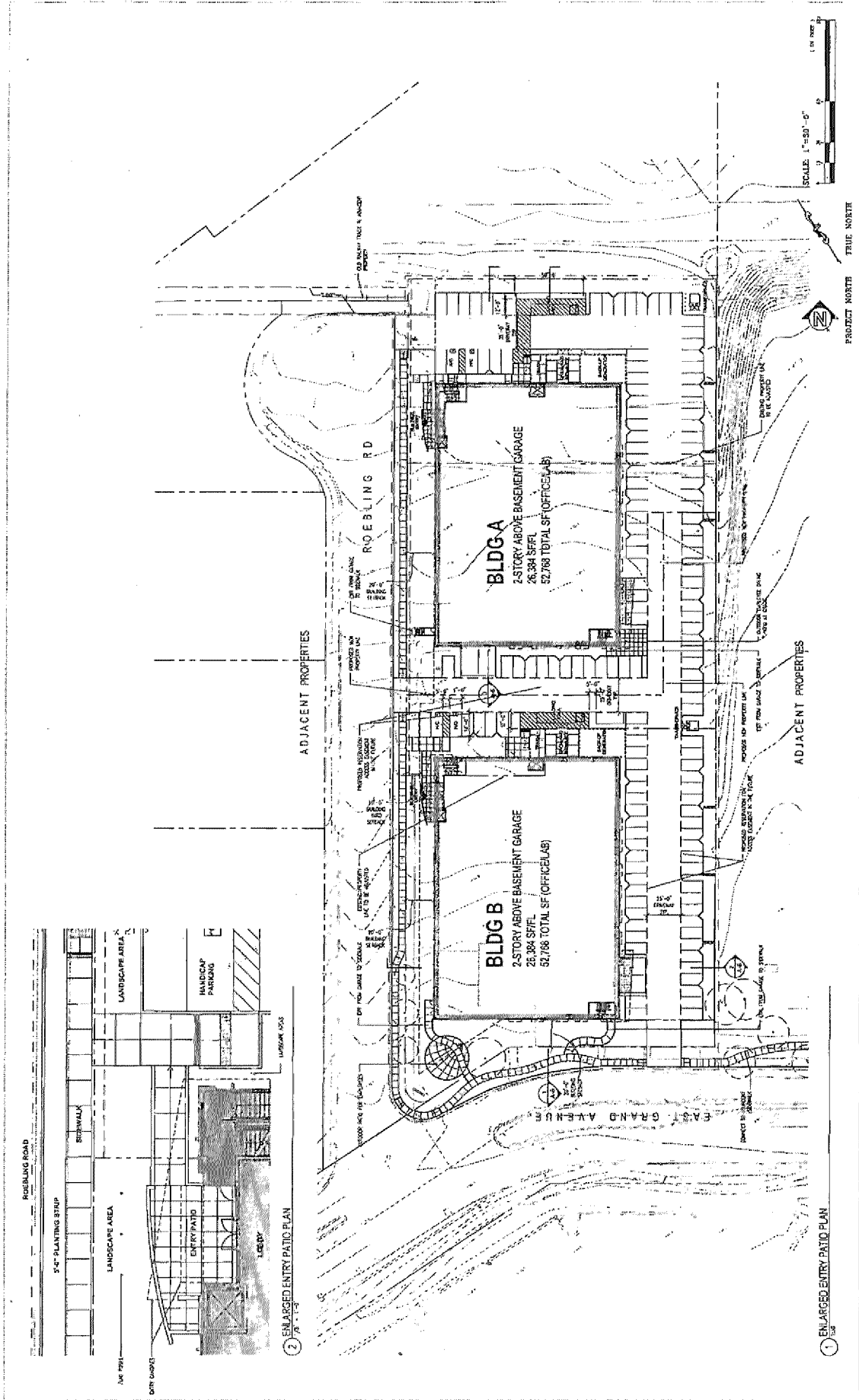
DES  
ARCHITECTS  
ENGINEERS

A-0

## PROJECT INFORMATION

01/27/07  
REVISED 1/12/09  
REVISED 04/26/12





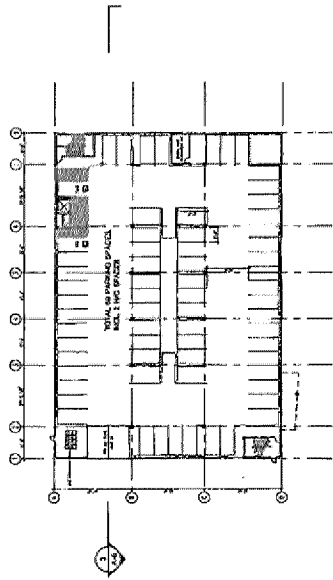
**A-1**  
Project Number: 9864.002

**SITE PLAN**  
08/22/07  
REVISED 10/20/09  
REVISED 11/24/09  
REVISED 01/20/10  
REVISED 04/26/12

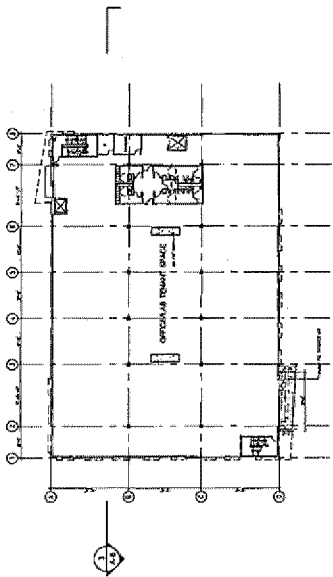
**BML 3**  
328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA.



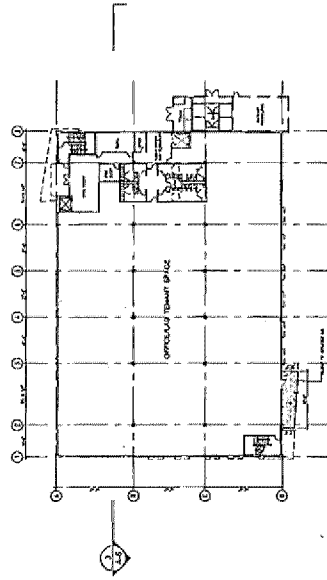




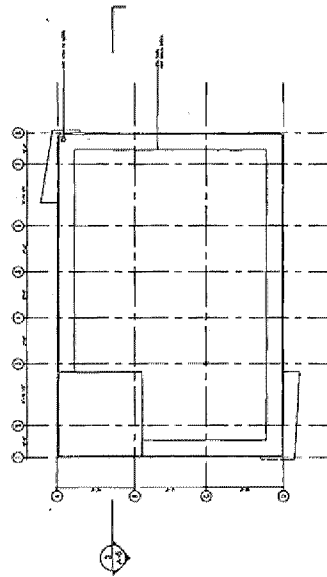
**1** GARAGE PLAN



**3** SECOND FLOOR PLAN



**2** FIRST FLOOR PLAN



**4** ROOF PLAN

SCALE: 1/32" = 1'-0"  
0 15' 30' 60'  
PROJECT NORTH

**DES**  
ARCHITECTS  
**ENGINEERS**

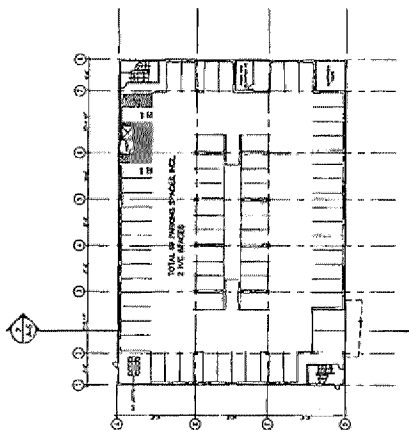
**A-2**

Project Number: 556-002

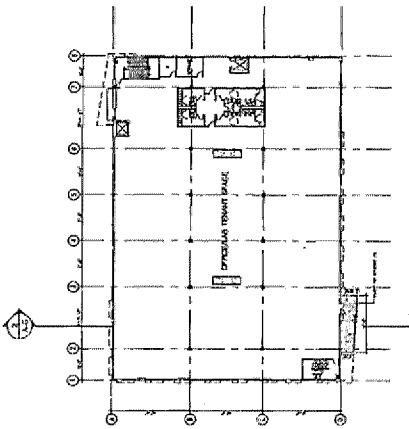
**BUILDING A FLOOR PLANS**  
REVISED 11/25/09  
REVISED 04/25/12

**BML 3**  
328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA.

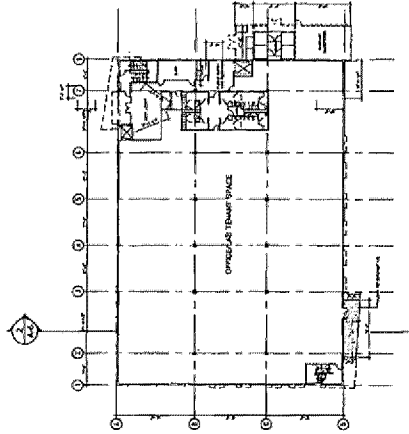
HCP  
By: [Signature]



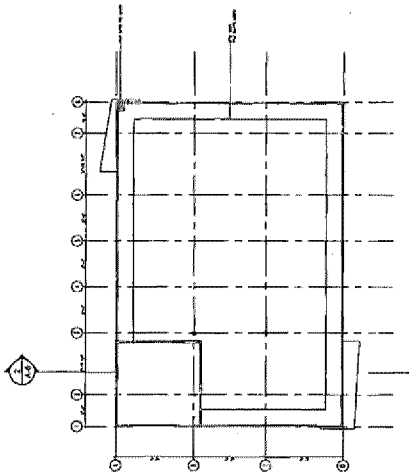
**1** GARAGE PLAN



**3** SECOND PLAN



**2** FIRST FLOOR PLAN



**4** ROOF PLAN

SCALE: 1/8" = 1'-0"  
0 16 32 64  
PROJECT NORTH

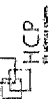


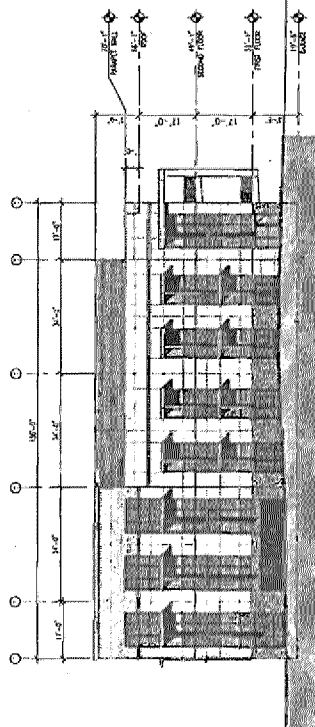
**A-3**

Project Number: 5584-002

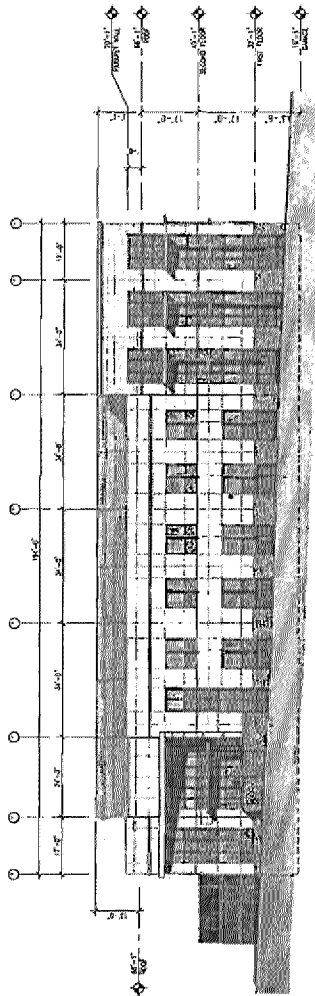
**BUILDING B FLOOR PLANS**  
07/27/07  
REVISED 10/20/09  
REVISED 04/20/12

**BML 3**  
328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA

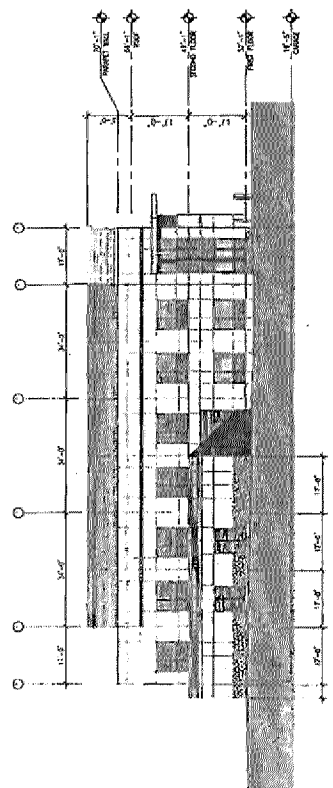




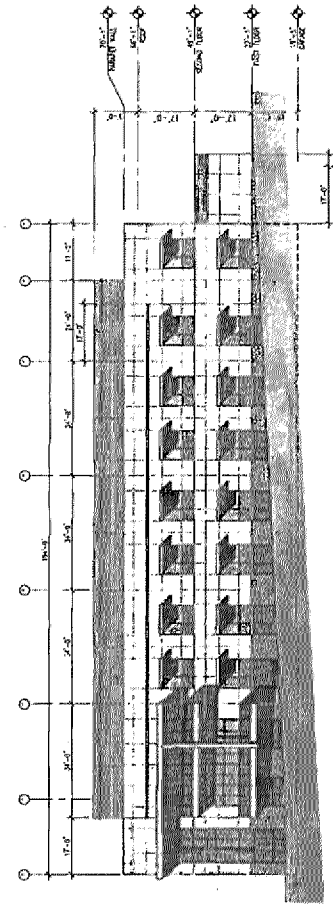
4 SOUTH ELEVATION



1 WEST ELEVATION



3 NORTH ELEVATION



2 EAST ELEVATION

SCALE: 1/8" = 1'-0"



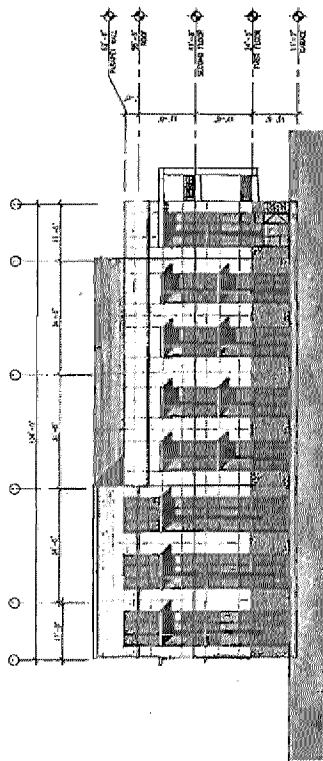
**BML 3**  
328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA.

**BUILDING A ELEVATIONS**  
07/27/07  
REVISED 11/24/09  
REVISED 04/26/12

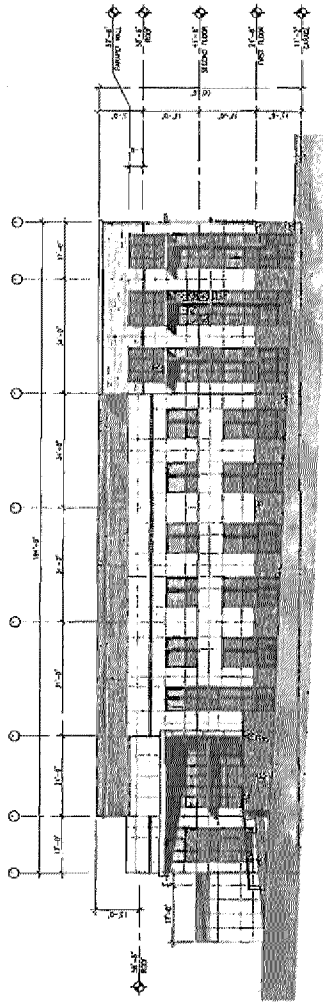
**A-4**

Project Number: 9954\_202

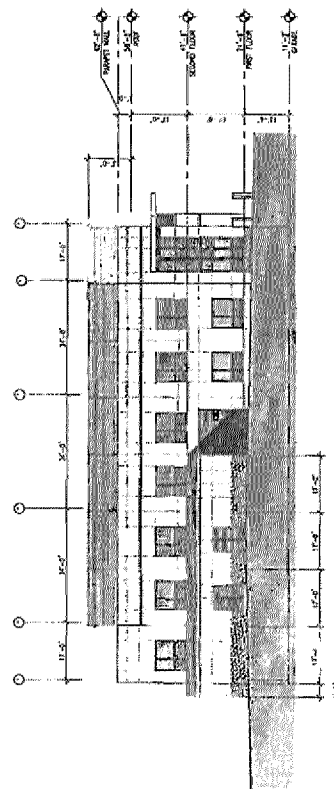




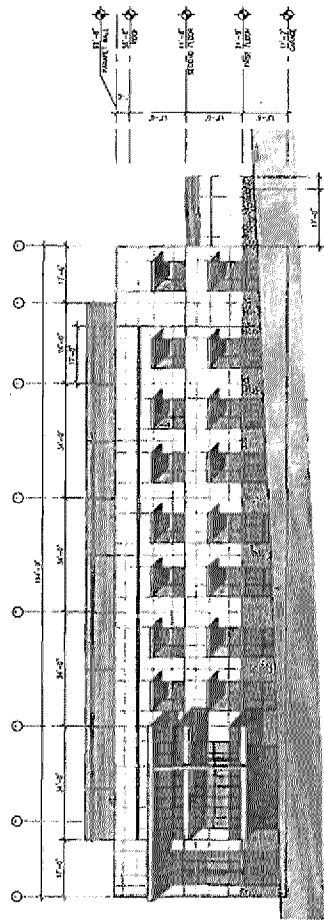
4 SOUTH ELEVATION



1 WEST ELEVATION



3 NORTH ELEVATION



2 EAST ELEVATION

SCALE: 1/16" = 1'-0"

BML 3

328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA

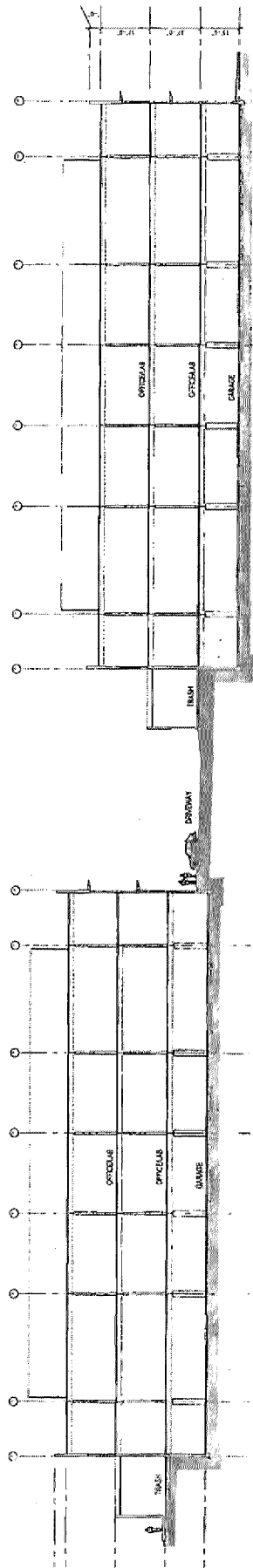


BUILDING B ELEVATIONS  
07/20/09  
REVISED 10/20/09  
REVISED 11/25/09  
REVISED 04/25/12

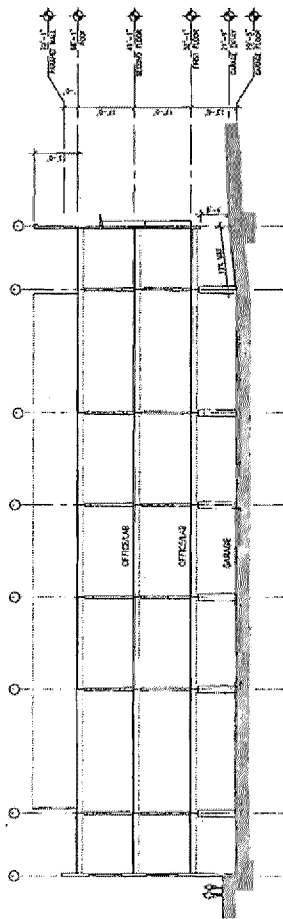
A-5

Project Number: 5566.002

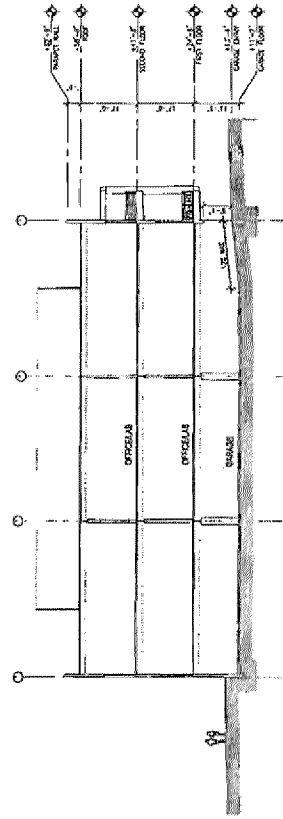




1 SITE/BUILDINGS LONGITUDINAL SECTION



3 BUILDING A CROSS SECTION



2 BUILDING B CROSS SECTION

SCALE: 1/8" = 1'-0"

BML 3

328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA

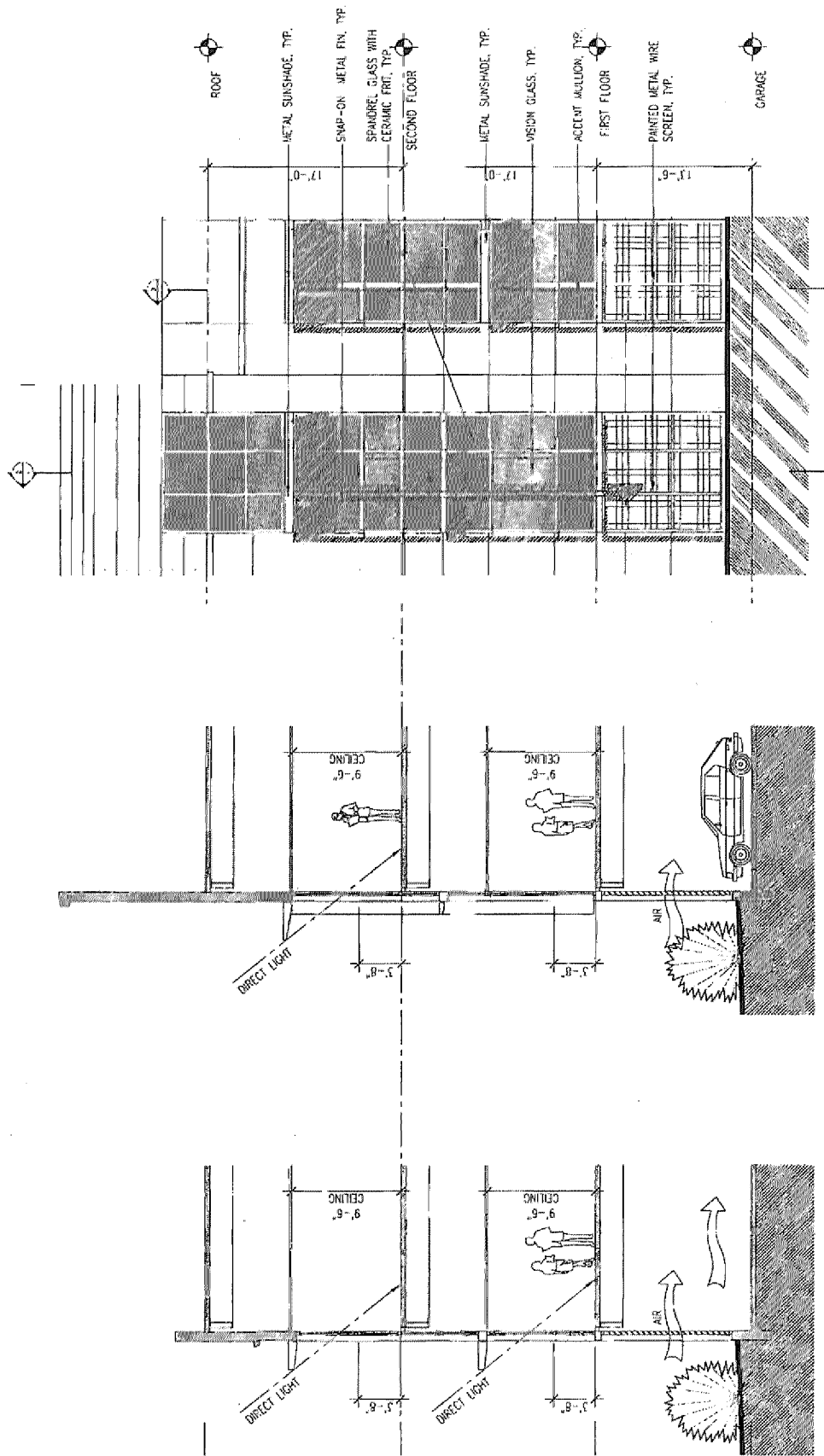
HCP

BUILDING AND SITE SECTIONS  
07/27/07  
REVISED 11/24/09  
REVISED 04/26/12

A-6

Project Number: 5884.002

DES  
ARCHITECTS  
ENGINEERS



SCALE: 1/4" = 1'-0"

**DES**  
ARCHITECTS  
ENGINEERS

**A-7a**

Project Number: 5564-002

CONCEPTUAL SHADOW STUDIES - SUMMER

07/27/07  
REVISED 10/24/05  
REVISED 04/26/12

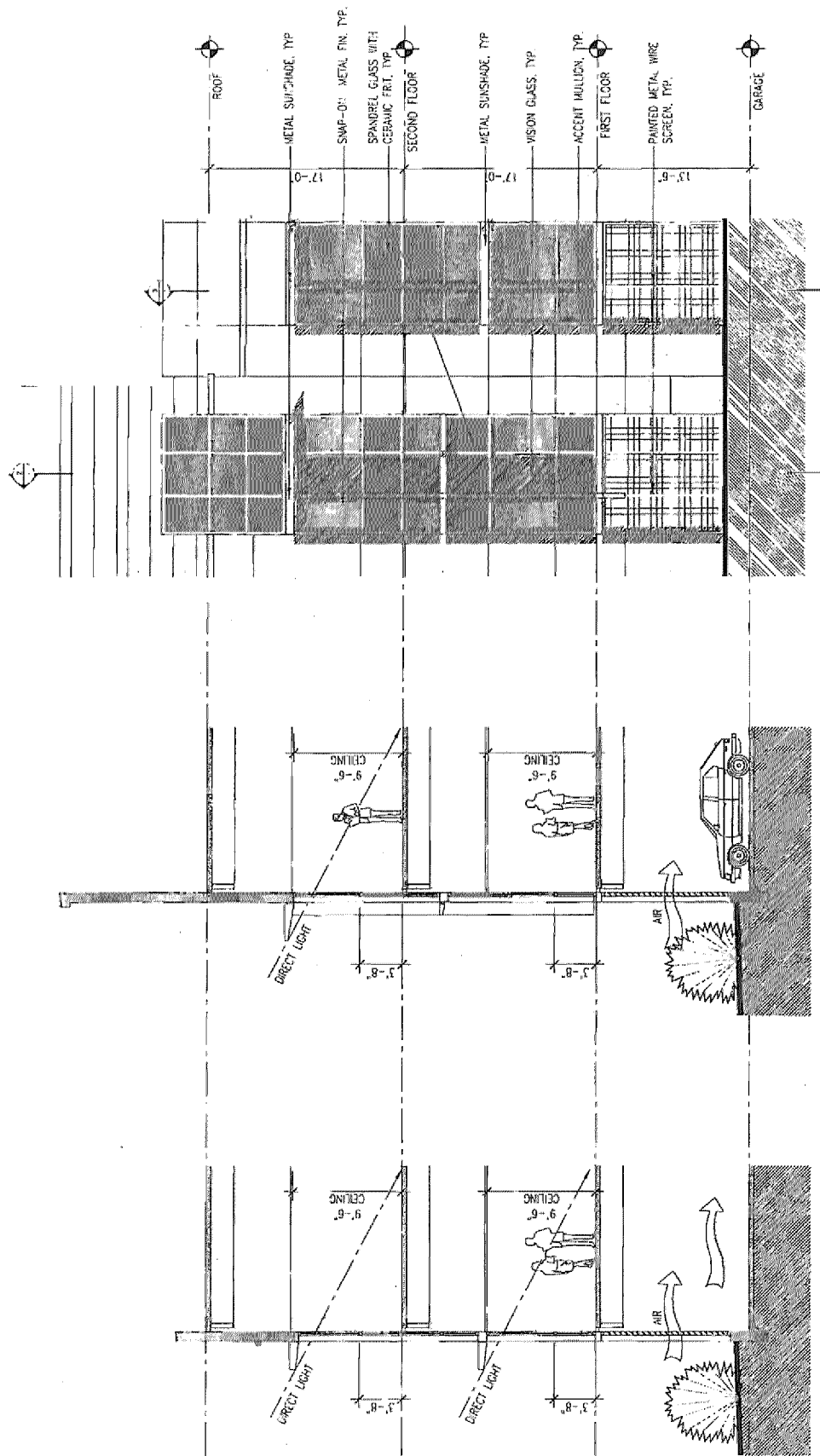
**2**

**3**

**BML 3**

328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA.

HCP



SCALE: 1/4" = 1'-0"

**DES**  
ARCHITECTS  
ENGINEERS

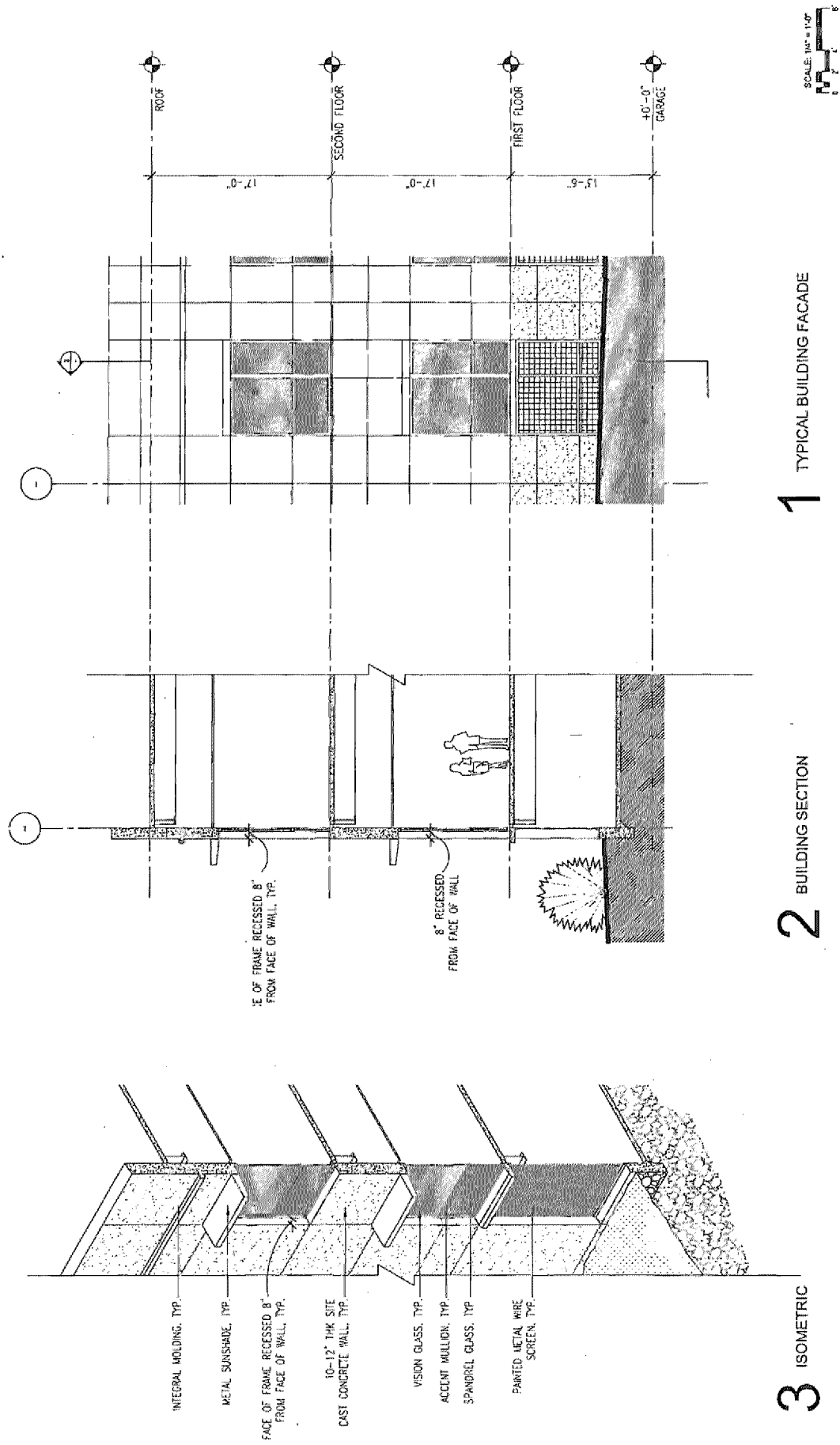
**A-7b**

Project Number: 9684-002

CONCEPTUAL SHADOW STUDIES - WINTER  
07/07/97  
REVISED 11/24/99  
REVISED 04/26/12

**BML 3**  
328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA

HCP  
THE HCP GROUP



**DES**  
ARCHITECTS  
ENGINEERS

**A-7C**

Project Number: 9954.002

**TYPICAL WALL SECTION**

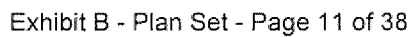
102209  
REVISED 04/2013  
REVISED 04/2012

**BML 3**

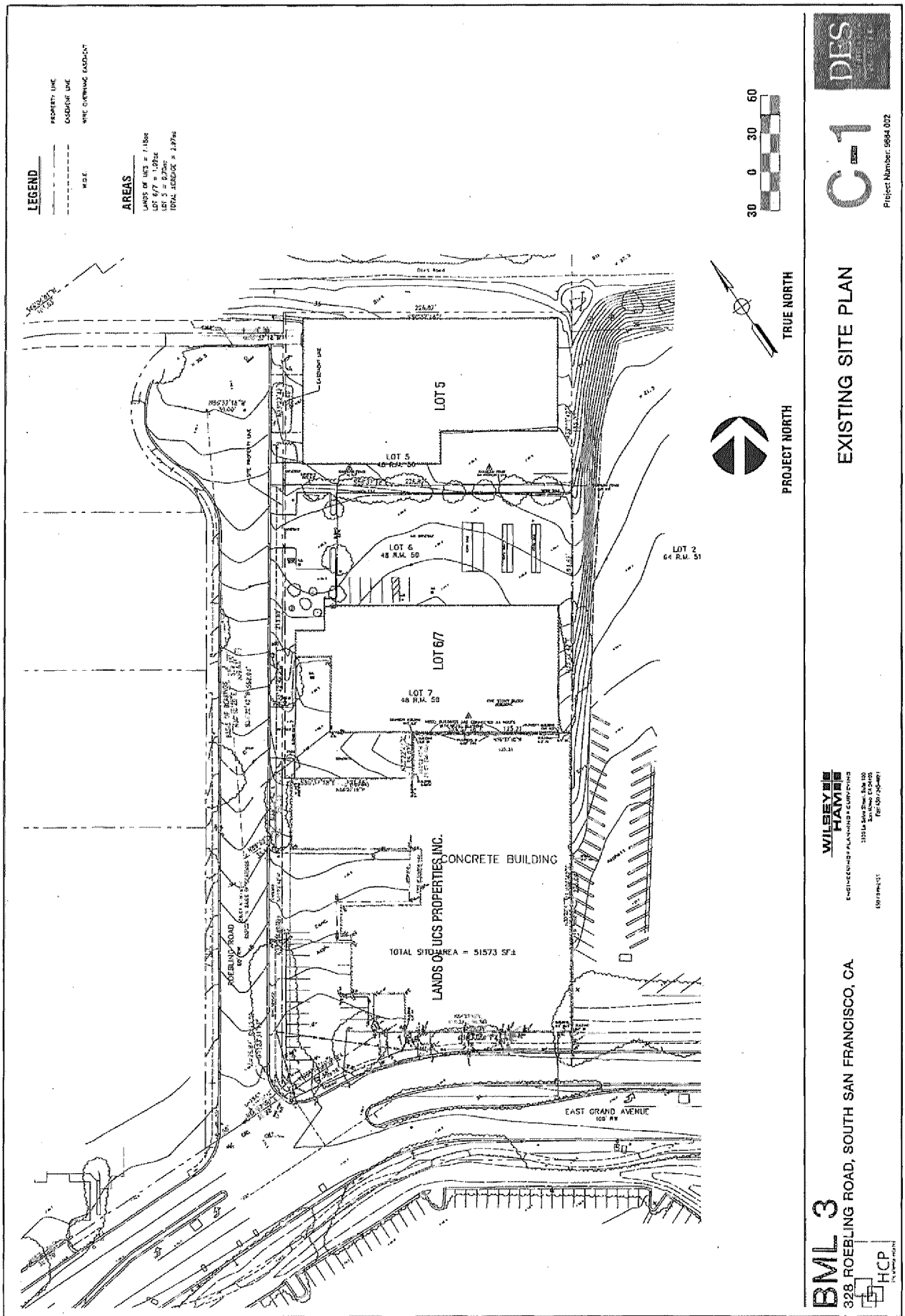
328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA

HCP









# GENERAL NOTES

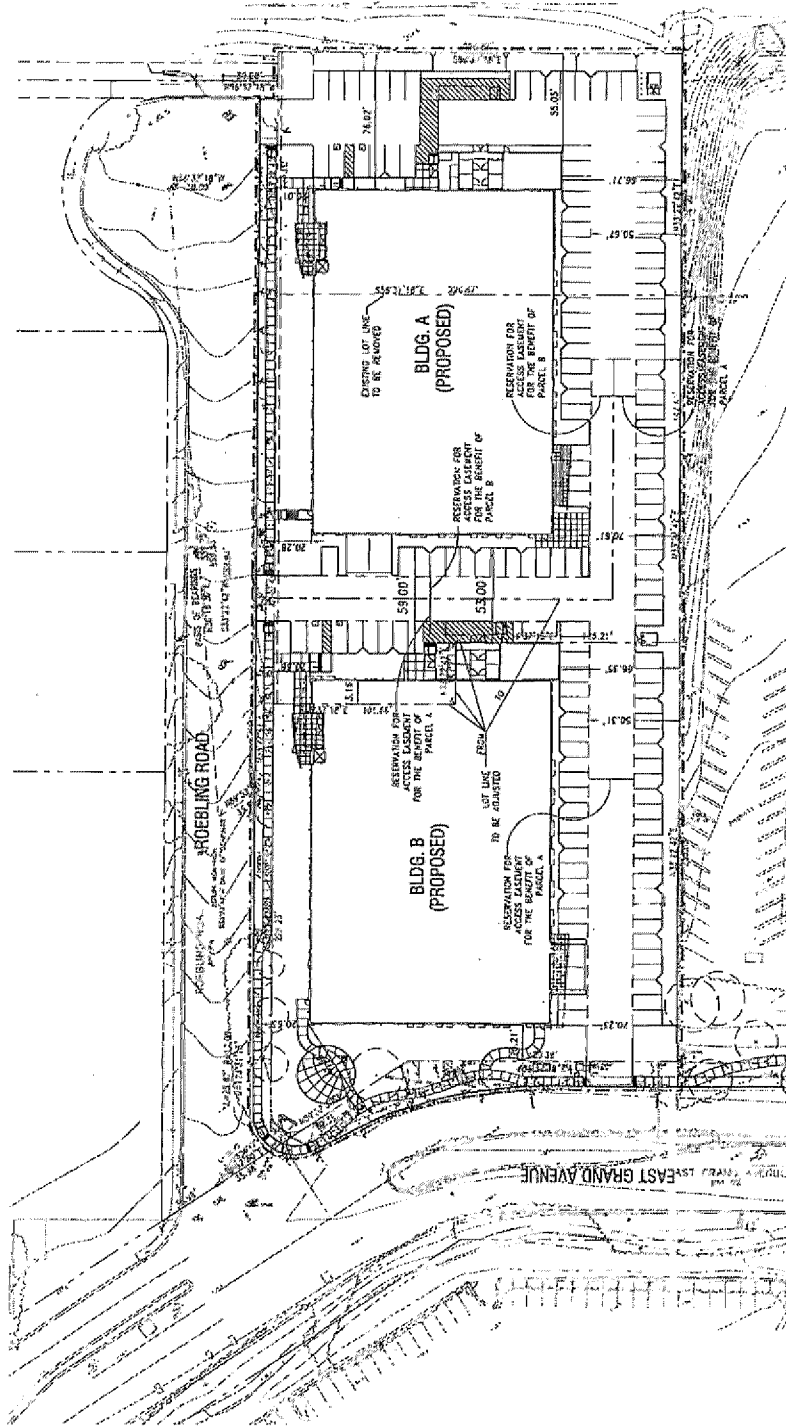
ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

## BASIS OF BEARINGS

THE BASIS OF BEARINGS OF THE SURVEY IS NORTH  
37°-53'31" EAST BETWEEN THE N.E. COR. OF TOWN STREET  
MONUMENTS ON FORBES BLVD.

## LEGEND

----- FUTURE PROPERTY LINE  
----- EXISTING PROPERTY LINE  
- - - - - LINE OF ADJ. MONUMENT



**BML 3**

328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA.

**HCP**

**WILKEY HAMEL**

CIVIL ENGINEERS & PLANNERS & SURVEYORS

1001 S. BAYVIEW, SUITE 100  
SOUTH SAN FRANCISCO, CA 94081  
TEL: 650.594.0000

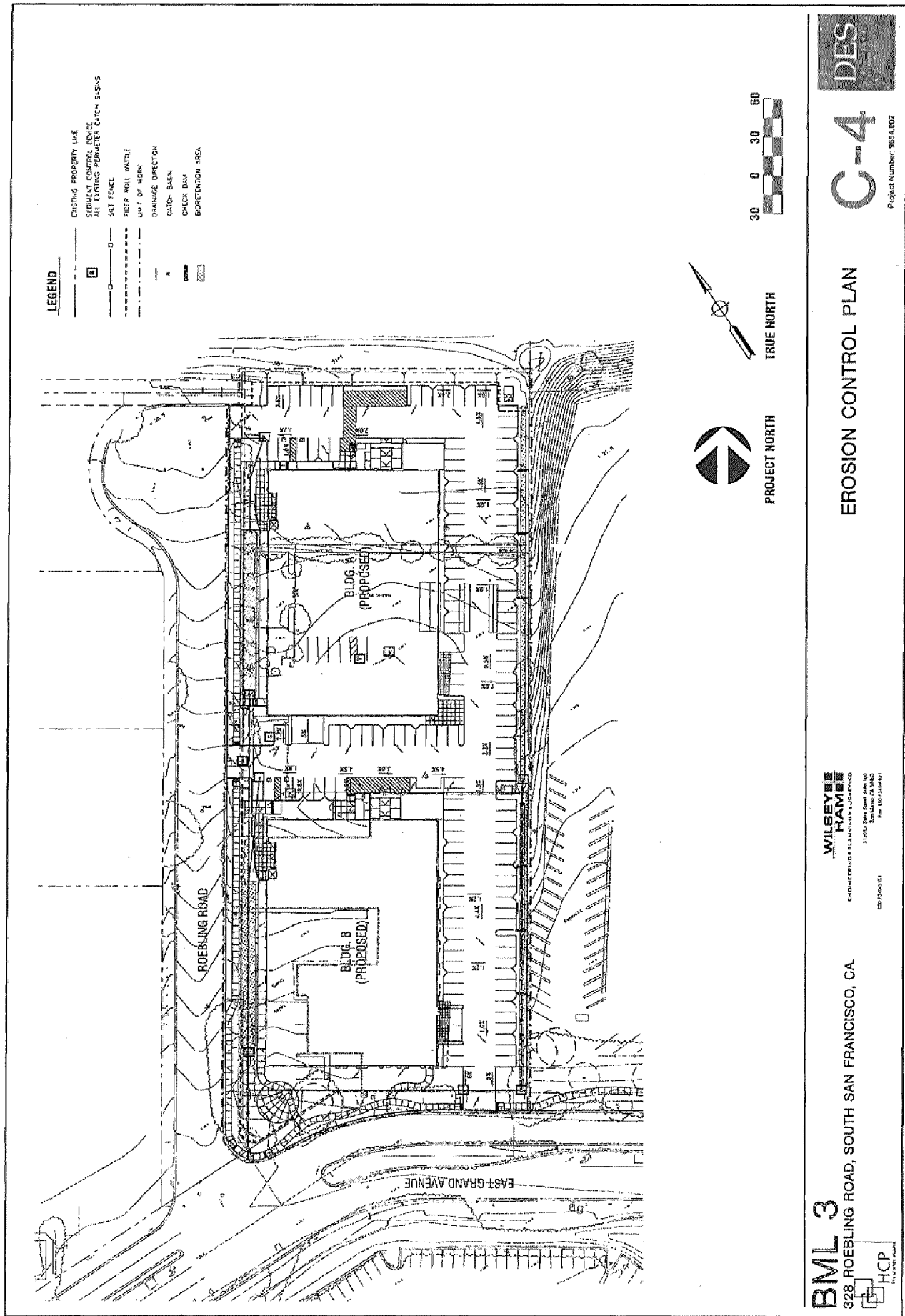
**DES**

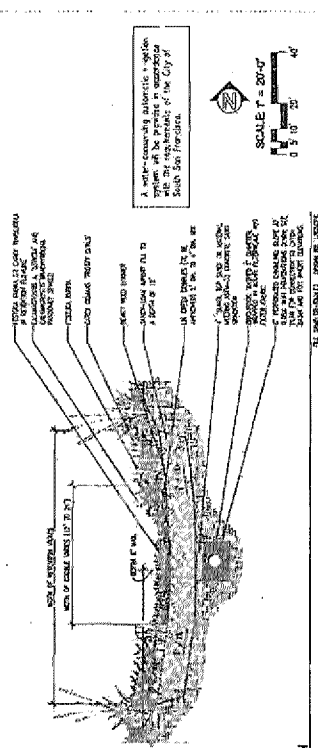
**C-2**

Project Number: 5554.002

**SITE BOUNDARY PLAN**





[illegible][illegible]DES  
ARCHITECT  
ENGINEERS

# PRELIMINARY LANDSCAPE PLAN

08/21/07  
REVISED 11/24/09  
REVISED 12/22/08  
REVISED 04/26/13

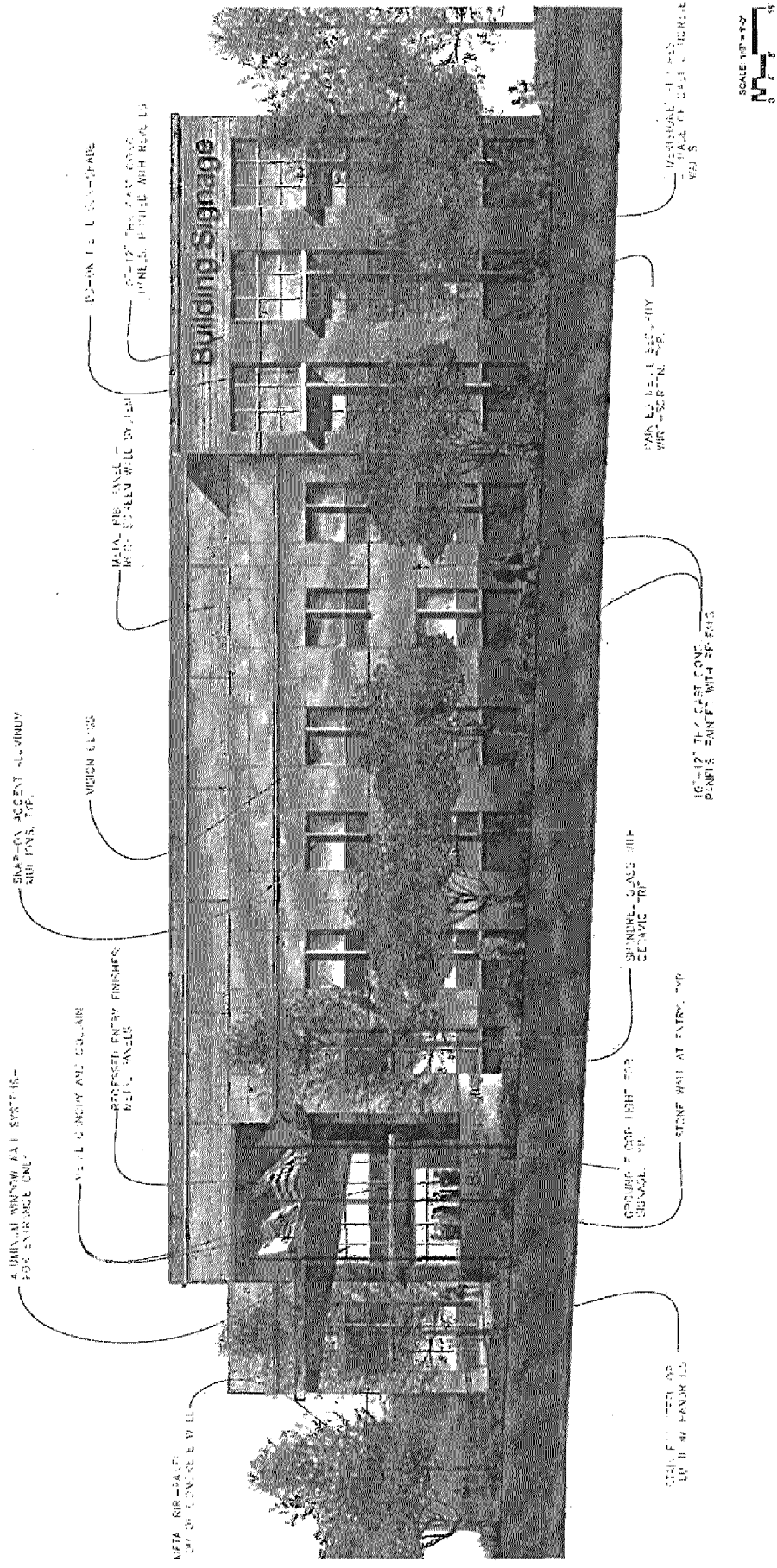
Project Number: 2684.002

3M

328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA







**BML 3**  
328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA

**BUILDING ELEVATION - WEST/ROEBLING FACADE**

DESIGNED BY: BML  
REVISED 01/28/10  
REVISED 01/28/10  
REVISED 02/19/10  
REVISED 04/29/12

Project Number: 9804.002

**BML 3**  
328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA

**BUILDING ELEVATION - WEST/ROEBLING FACADE**

DESIGNED BY: BML  
REVISED 01/28/10  
REVISED 01/28/10  
REVISED 02/19/10  
REVISED 04/29/12

Project Number: 9804.002

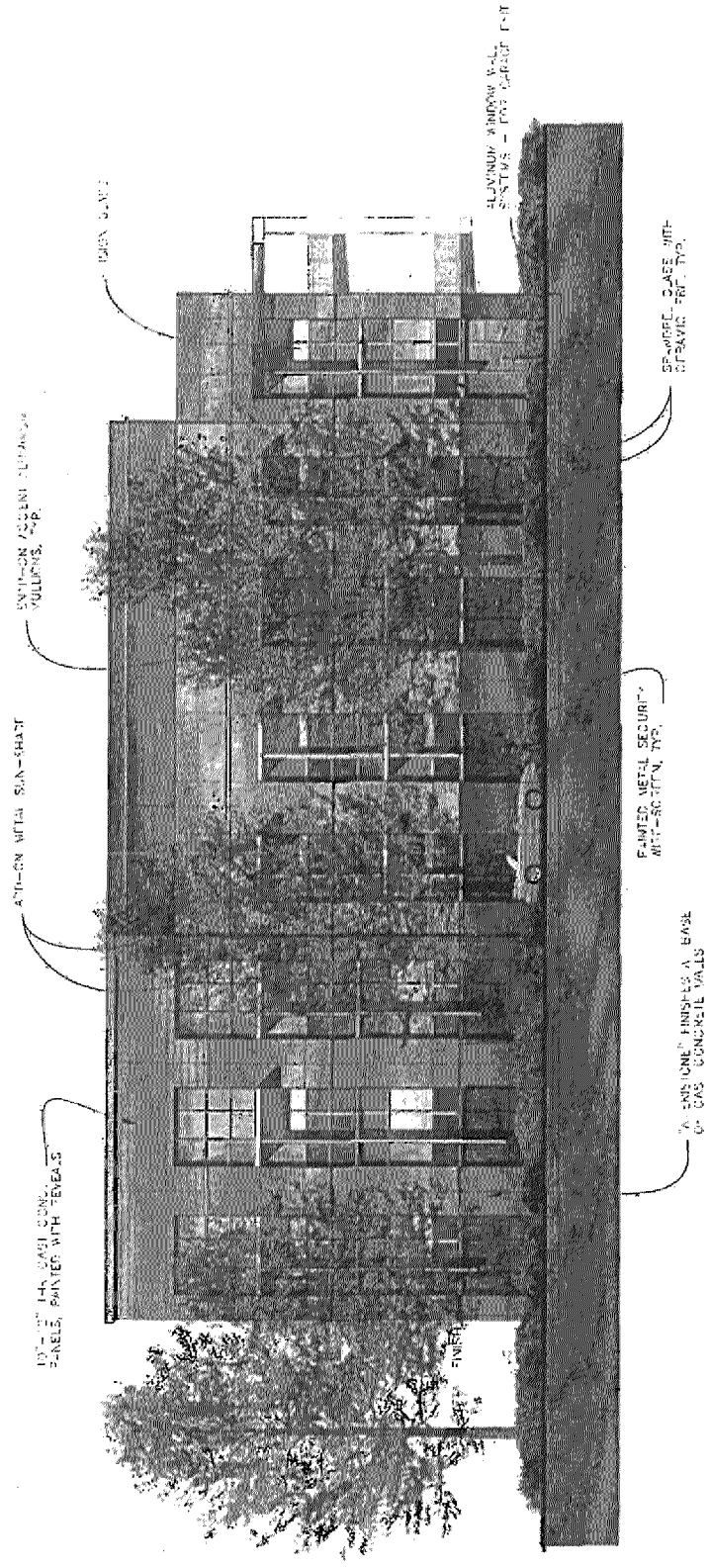




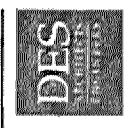
Project Number: 3624.002

07/27/07  
REVISED 11/24/09  
REVISED 01/28/10  
REVISED 02/15/10  
REVISED 04/26/2011

[illegible]



SCALE: 1/8" = 1'-0"



4

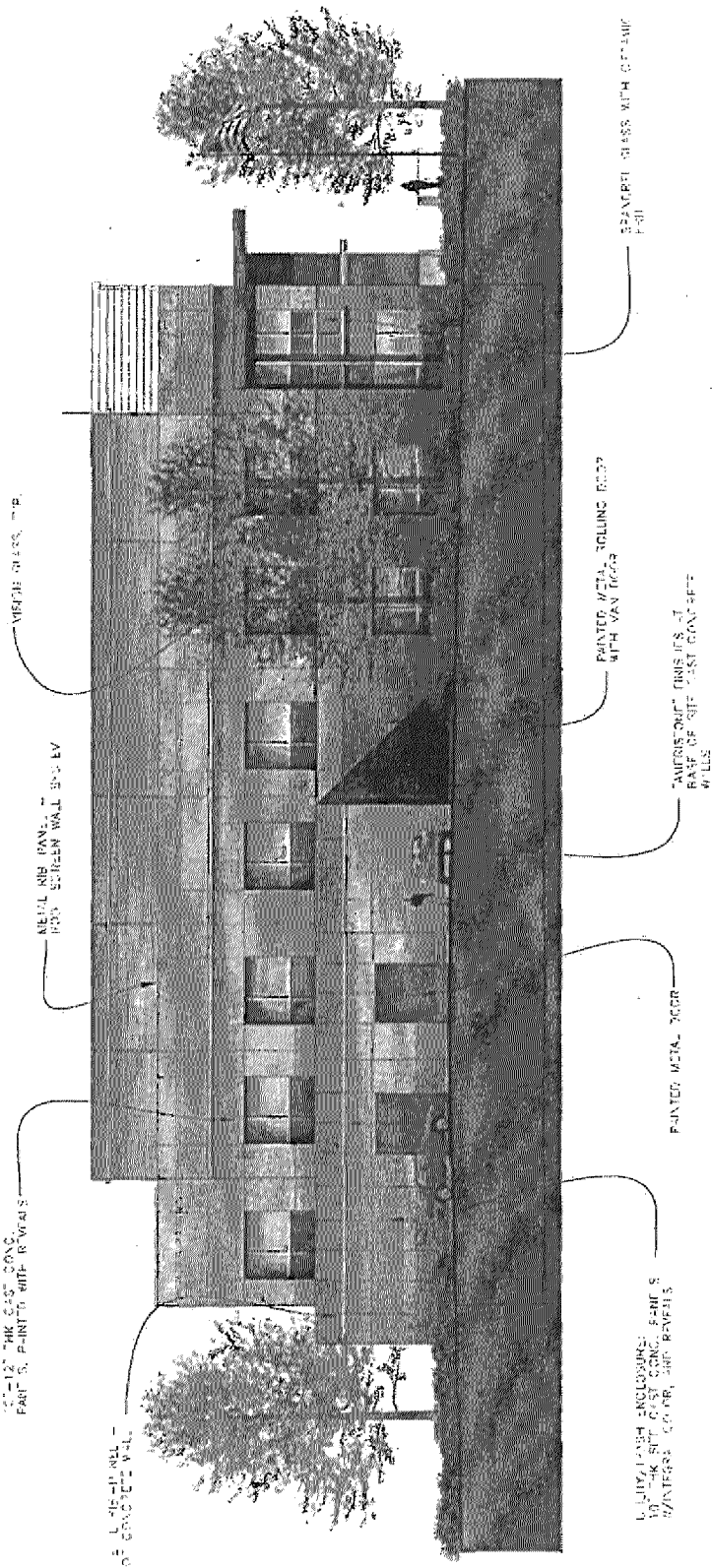
Project Number: 9684.002

# BUILDING ELEVATION - SOUTH/EAST GRAND FACADE

07/27/07  
 REVISED 01/28/08  
 REVISED 01/28/08  
 REVISED 02/19/10  
 REVISED 04/26/2012

**BML 3**  
 328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA





SCALE 1/8" = 1'-0"



5

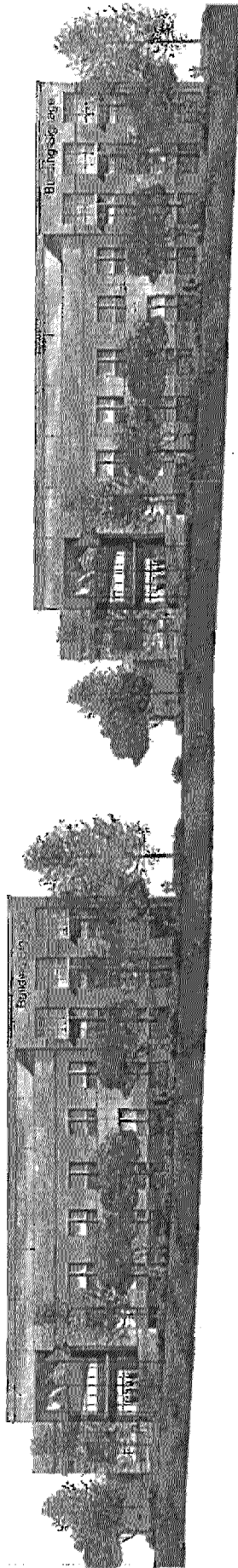
BUILDING ELEVATION - NORTH FACADE

01/27/09  
 REVISION 01/27/09  
 REVISION 01/27/09  
 REVISION 01/27/09  
 REVISION 04/25/2012

Project Number 9084-002

**BML 3**  
 328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA





SCALE: 1/8" = 1'-0"



6

Project Number: 9994.002

# BML 3

## ROEBLING ROAD BUILDING ELEVATIONS

328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA

REVISED 07/22/07  
REVISED 11/02/03  
REVISED 01/22/10  
REVISED 02/18/10  
REVISED 04/25/2012



**BML 3**

328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA

**PERSPECTIVE - VIEW FROM EAST GRAND**

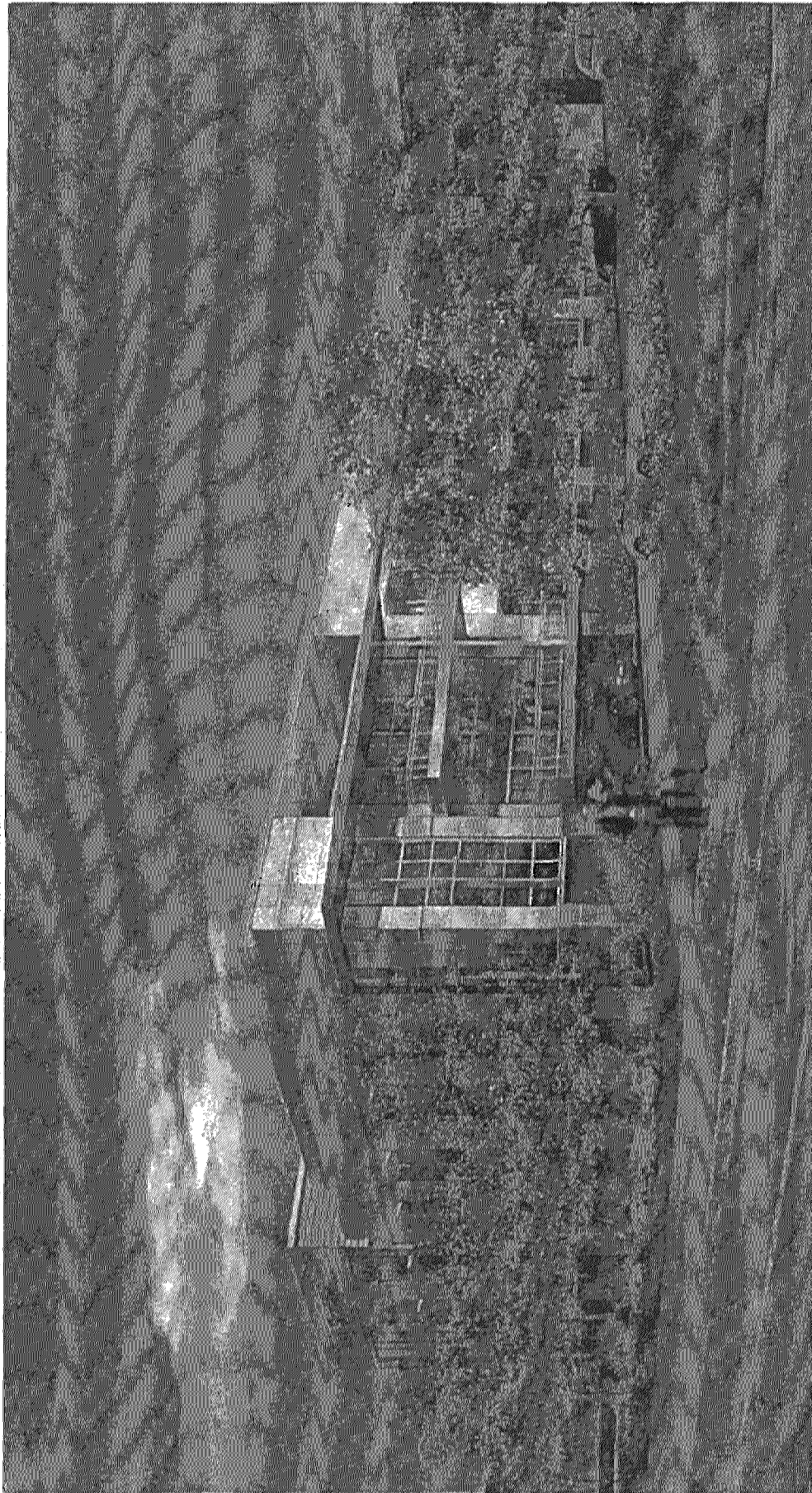
01/27/07  
 REVISED 01/28/07  
 REVISED 01/28/10  
 REVISED 04/26/12

Project Number: 9984-002



**7**





**BML 3**  
 328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA

**PERSPECTIVE - VIEW OF BALCONIES**

07/27/07  
 REVISED 11/24/08  
 REVISED 01/28/10  
 REVISED 04/24/11  
 REVISED 06/26/12

**8**

Project Number: 9834.002





**BML 3**

328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA



**PERSPECTIVE - VIEW OF BUILDING ENTRY**

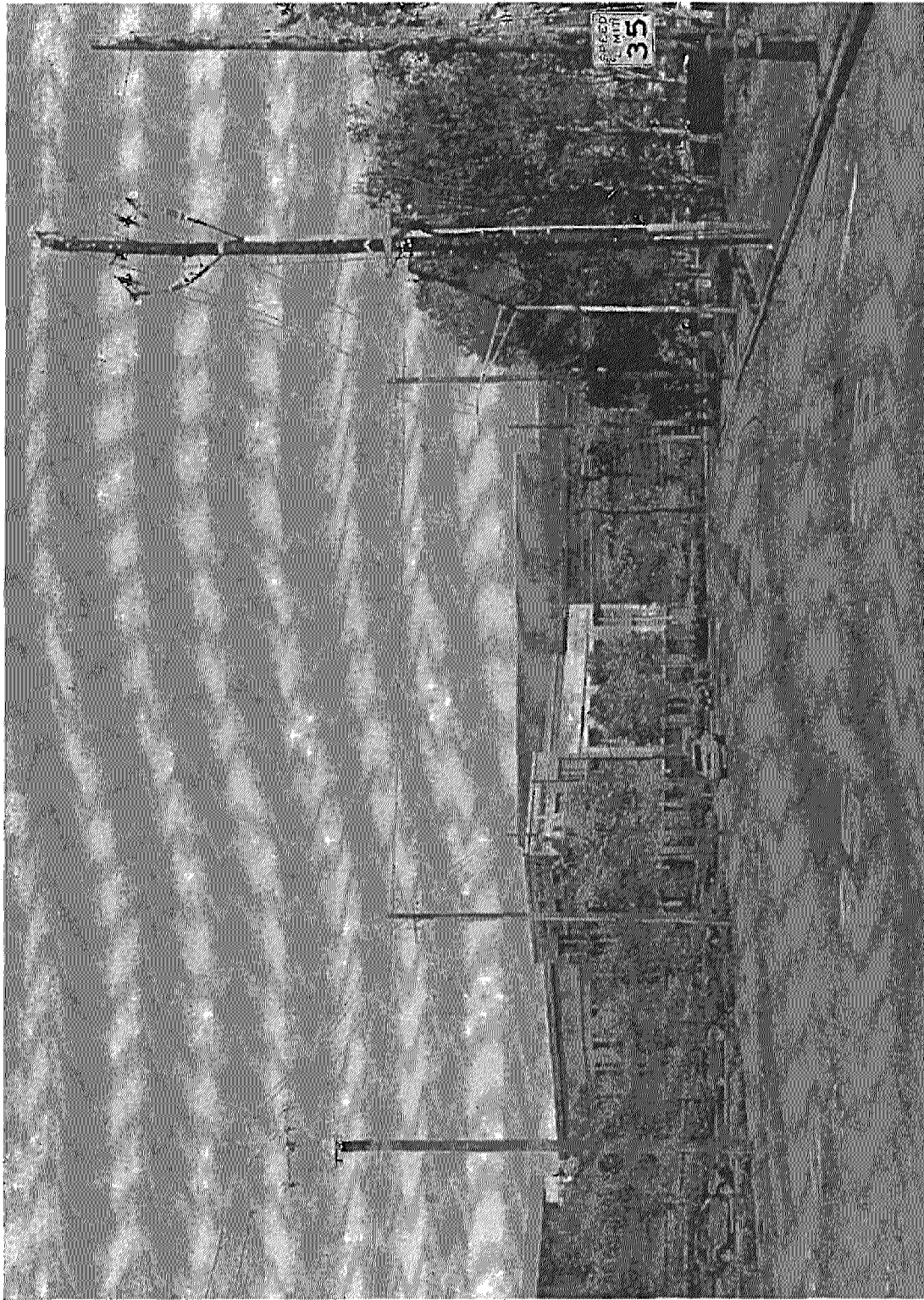
1/22/09  
REVISED 11/24/08  
REVISED 04/29/10  
REVISED 07/15/10  
REVISED 04/26/12



**9**

Project Number: 984\_002





**BML 3**

328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA



**PERSPECTIVE - VIEW FROM EAST GRAND**

07/27/07  
REVISED 10/24/09  
REVISED 02/19/10  
REVISED 02/28/12

Project Number: 9684-022

**10**





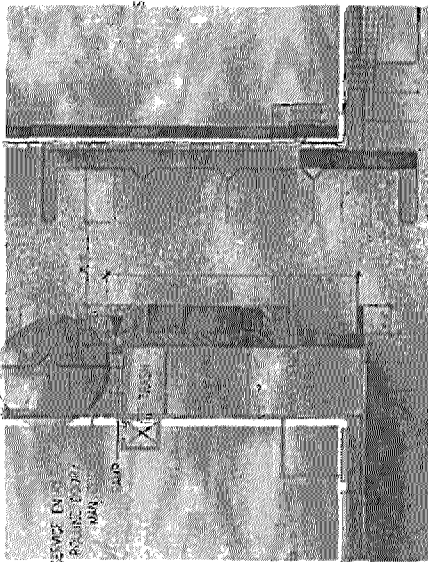


4A

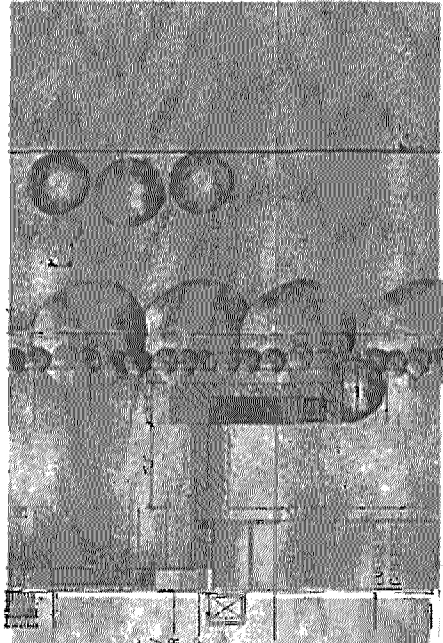


4B

#### 4 PHOTOS OF EXISTING RAILWAY CONDITION



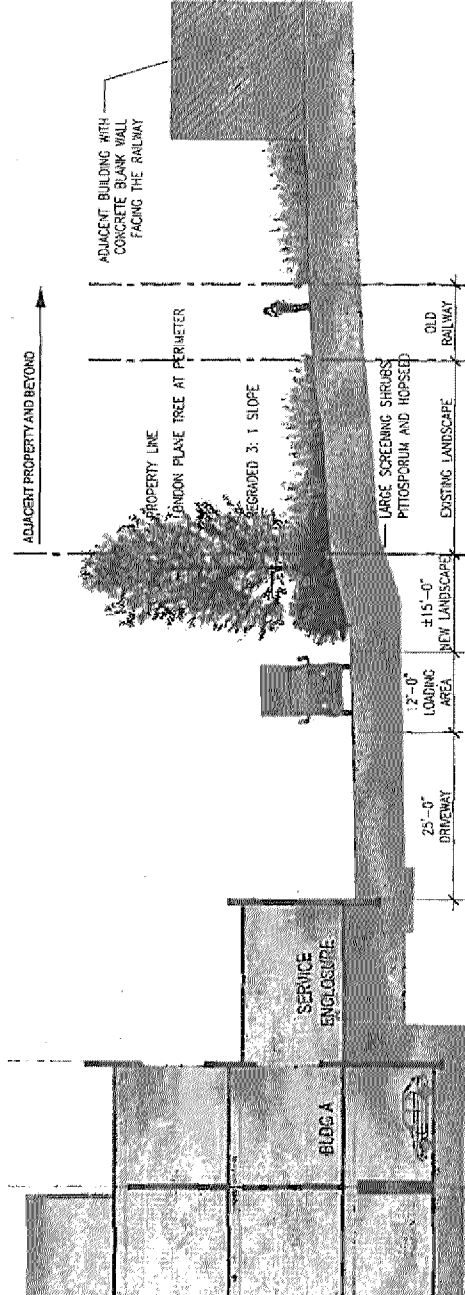
**2** BUILDING B LOADING AREA PLAN  
1/16" = 1' - 0"



**1** BUILDING A LOADING AREA PLAN  
1/16" = 1' - 0"



PROJECT NORTH



**3** SITE SECTION AT BUILDING A LOADING AREA  
1/8" = 1' - 0"

**BML 3**  
328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA.

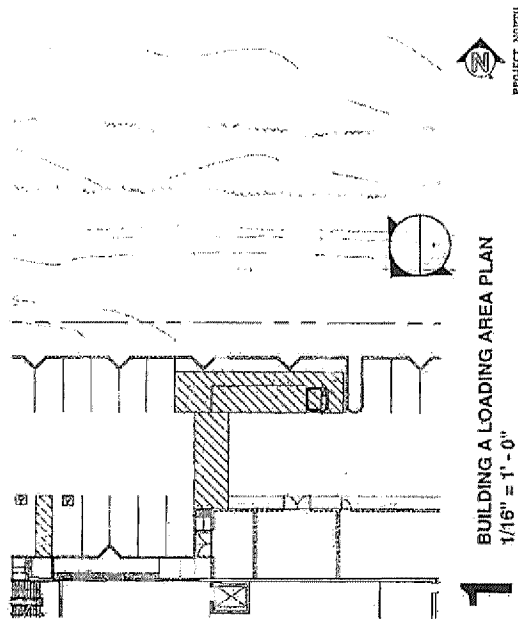
### ENLARGED LOADING AREA PLANS AND SITE SECTION

**11**

1/20/08  
REVISED 8/11/2010  
REVISED 04/20/12

Project Number: SSB4.002

**DES**  
ARCHITECTS  
ENGINEERS



EXISTING LANDSCAPE

NEW LANDSCAPING/SCREENING:  
LONDON PLAN TREE  
PITOSPORUM  
HOPSEED

PROPERTY LINE

**2** VIEW OF LOADING AREA FROM RAILWAY EASEMENT

**BML 3**  
328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA



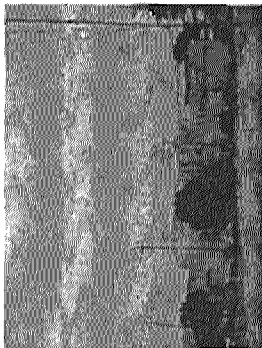
**SIMULATION OF LOADING AREA**

2016/06  
REVISED 04/26/2012

**12**

Project Number: 9684.002

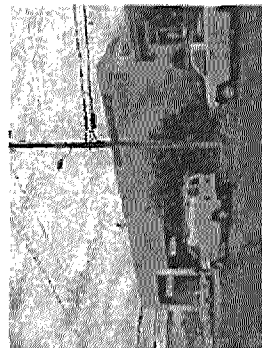
**DES**  
ARCHITECTS &  
ENGINEERS



A Existing Warehouses on site



C Loading dock and Warehouses



E Warehouses



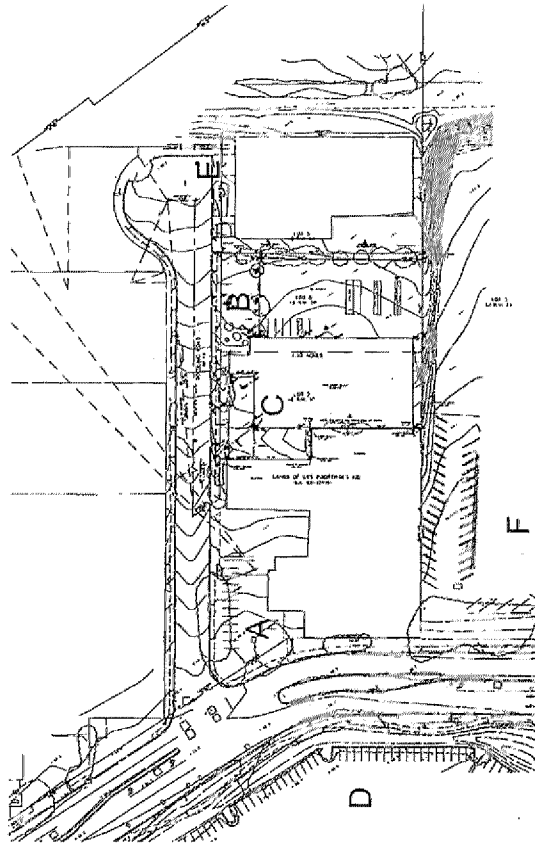
B Parking/Loading area on site



D Point Grand campus south of East Grand



F New construction south of project site



**BML 3**

328 ROEBLING ROAD, SOUTH SAN FRANCISCO, CA.



**SITE PHOTO**  
07/27/07

**13**



Project Number: 984-002

# Britannia Modular Lab III Master Signage Program

328 Roebling Road, South San Francisco

November 2009

(with April 2012 Revisions)

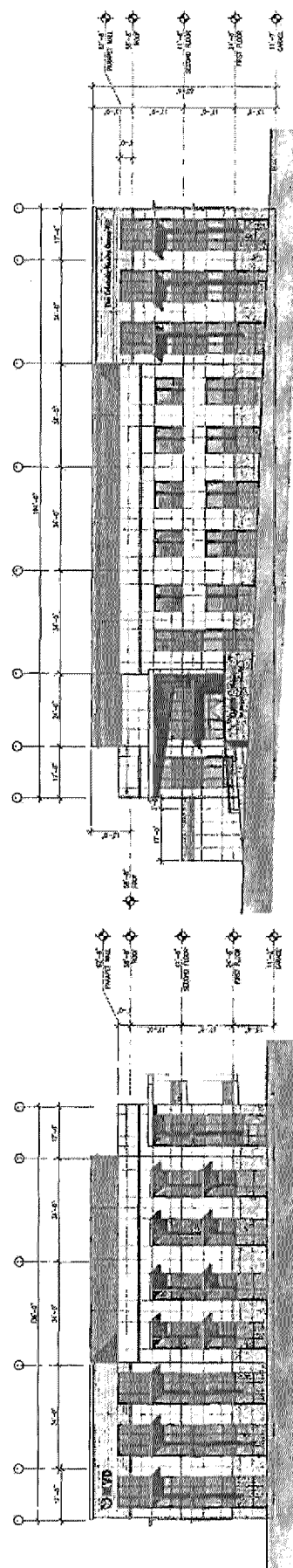
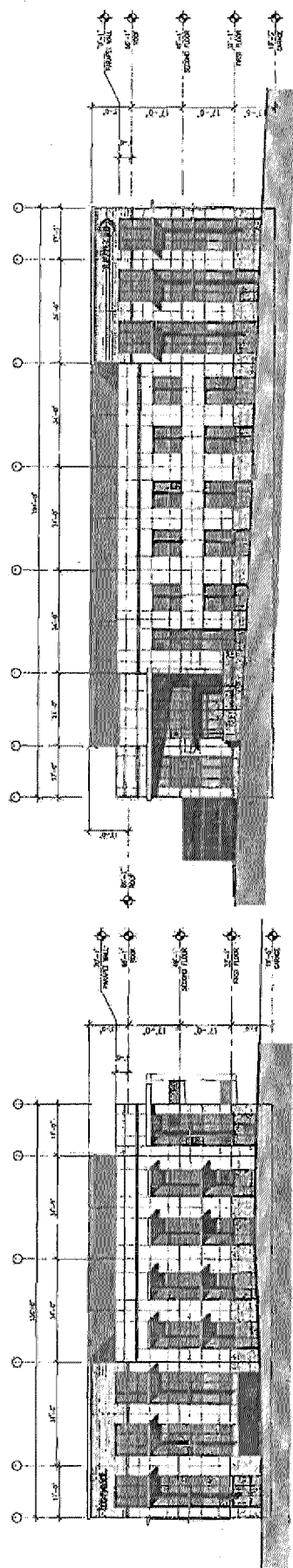


## Table of Contents

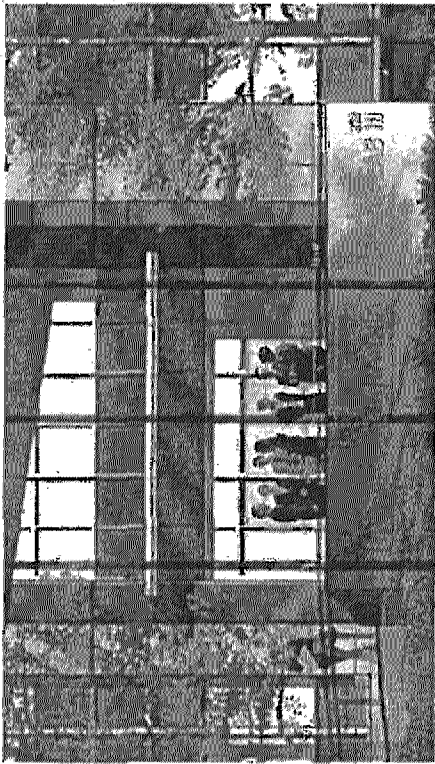
sign location plan	03
building address and tenant signs	04 - 05
campus monument signs	06
building tenant signs	07
typical directional and information signs	08
accessible parking signage	09

table of contents









Brushed  
aluminum  
letters Sign  
not to exceed  
31" x 16" w

option 1 - building tenant sign on the stone wall main entry  
avant garde gothic std



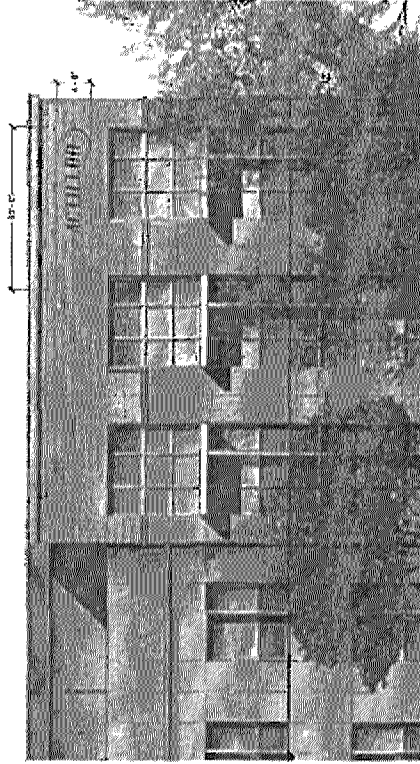
Brushed  
aluminum  
letters Sign  
not to exceed  
31" x 16" w

option 3 - building tenant sign on the stone wall main entry



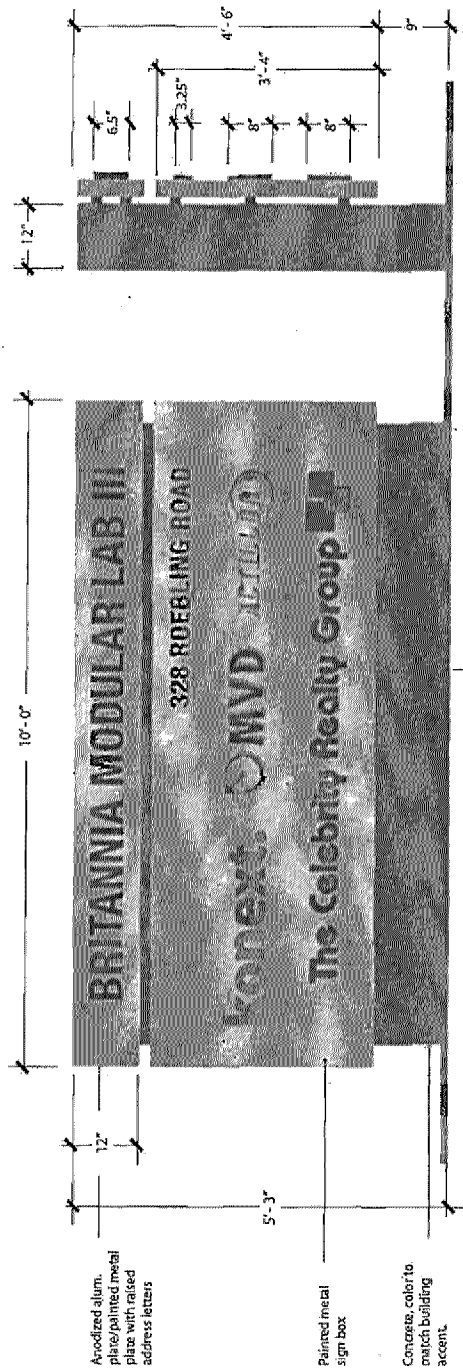
Brushed  
aluminum  
letters Sign  
not to exceed  
31" x 16" w

option 2 - building tenant sign on the stone wall main entry  
Helvetica Neue LT Std

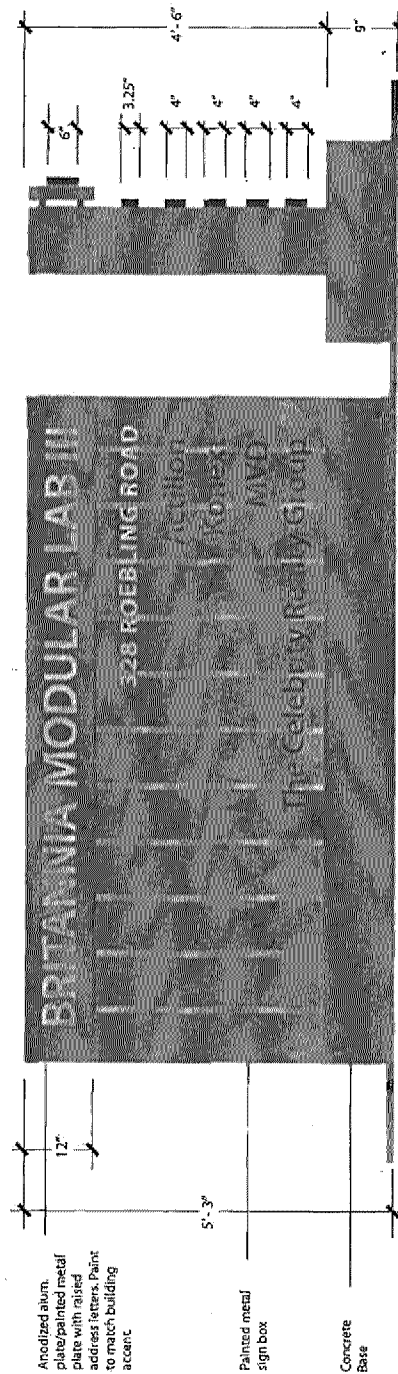


building multi-tenant wall signage (example only)

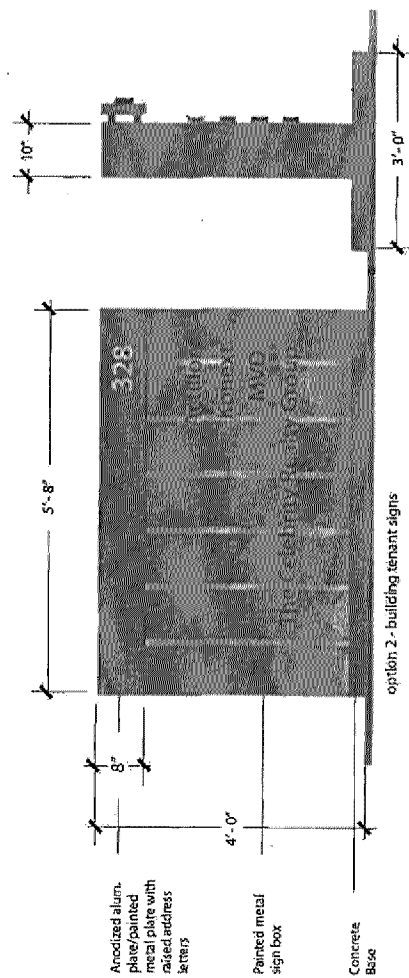
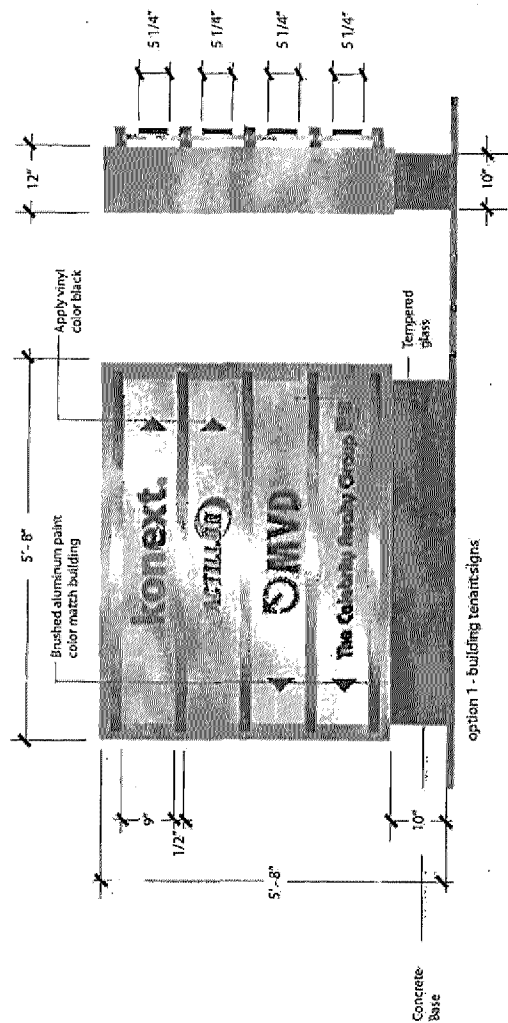


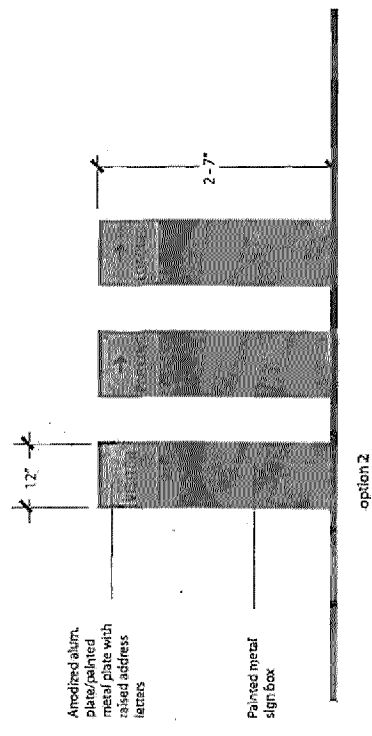
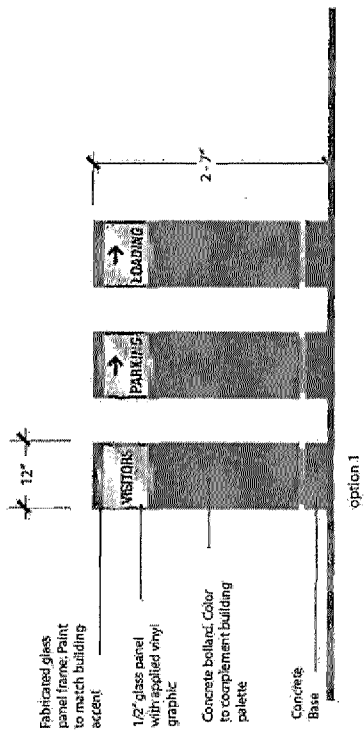


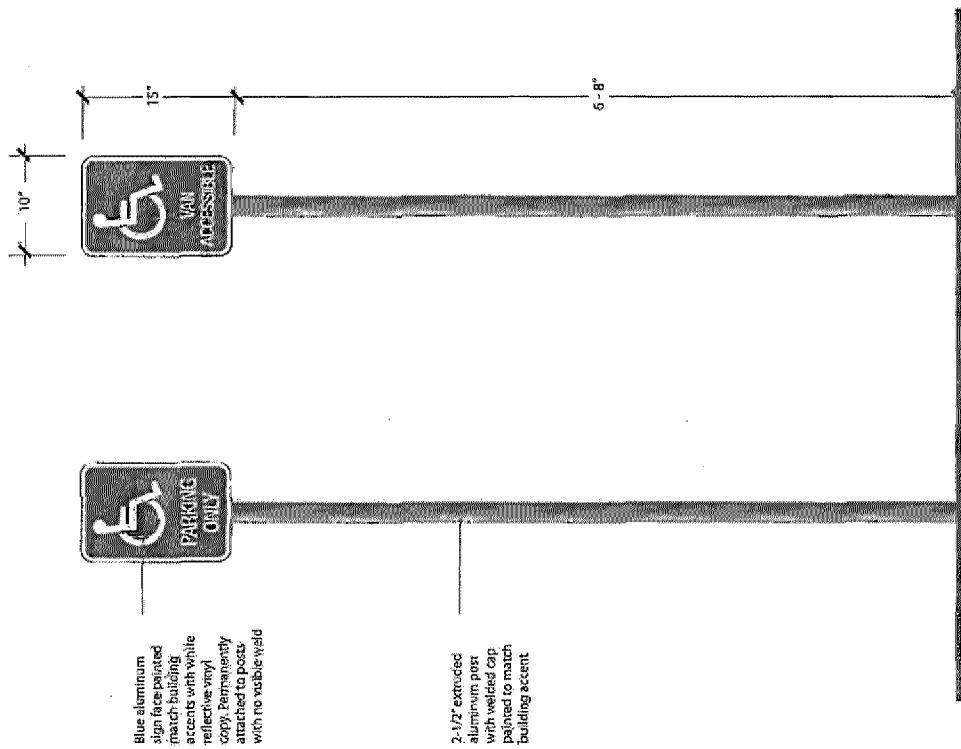
option 1 - building tenant sign along roebling road



option 2 - building tenant sign along roebling road









DEPARTMENT OF ECONOMIC  
AND COMMUNITY DEVELOPMENT  
PLANNING DIVISION  
(650) 877-8535  
FAX (650) 829-6639  
E-MAIL WEB-ECD@SSF.NET

**CITY COUNCIL 2012**

PEDRO GONZALEZ, MAYOR  
KARYL MATSUMOTO, MAYOR PRO TEM  
MARK ADDIEGO, COUNCILMEMBER  
RICHARD A. GARBARINO, COUNCILMEMBER  
KEVIN MULLIN, COUNCILMEMBER

BARRY M. NAGEL, CITY MANAGER

**NOTICE OF ACTION**

**SOUTH SAN FRANCISCO CITY COUNCIL**

**TO:** Bayside Area Develop. LLC

**APPLICATION:** **P07-0077;** Britannia Modular Labs 3 - Use Permit, Design Review, Master Sign Permit, Development Agreement, Preliminary TDM Plan, Parcel Map, and Mitigated Negative Declaration to demolish existing buildings totaling 79,504 sf and construct two 2-story office/R&D buildings totaling 105,536 sf on a 2.97 acre site, with a combination of at-grade and subterranean parking at a ratio of 2.7 spaces per 1,000 sf, at 328 Roebling Road in the Business Technology Park (BTP) Zone District, in accordance with SSFMC Chapters 19.48, 19.60, 20.110, 20.330, 20.360, 20.400, 20.480 & 20.490.

Subprojects: UP07-0011, DR07-0050, SIGNS09-0034, DA12-0001, TDM07-0004, PM12-0001 & ND07-0002

**APPLICANT:** Bayside Area Develop. LLC

**ADDRESS:** 328 Roebling Rd

The South San Francisco City Council at a meeting held on **12/12/2012** voted (4-0-0) to take the following action on the above applications:



APPROVED

\*Waive Reading and adopt Ordinance 1460-2012.



DENIED


\* Based on the Findings of Denial



CONTINUED

\* \_\_\_\_\_  
(Specific Date or Off Calendar)  
(Specific Date or Off Calendar)

I certify that the foregoing is an accurate representation of the action of the City Council in consideration of this application.

BY:  DATE: January 15, 2013  
Susy Kalkin  
Chief Planner of the City of South San Francisco

cc: City Clerk  
CRW Record

Attachment:

Ordinance 1460-2012

Development Agreement

## ACCEPTANCE FORM

Please sign and return only this form to the Planning Division. Failure to return the signed form within **10** days may result in a rehearing by the Planning Commission.

Case No.: **P07-0077**

Date: January 15, 2013



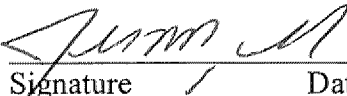
As the owner of the real property which is the subject of the above-mentioned case, I am aware of, and accept, ALL of the conditions of approval.

I certify under penalty of perjury that the foregoing is true and correct.

BAYSIDE AREA DEVELOPMENT, LLC (Owner)

By: HCP Estates USA Inc., a Delaware corporation, Its  
Managing Member

By:

  
Signature

Date

01/22/2013

Jonathan M. Bergschneider, Executive Vice President



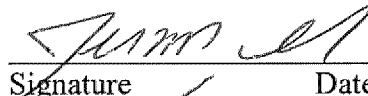
As the applicant of the above-mentioned case, I am aware of, and accept, ALL of the conditions of approval.

I certify under penalty of perjury that the foregoing is true and correct.

BAYSIDE AREA DEVELOPMENT, LLC (Applicant)

By: HCP Estates USA Inc., a Delaware corporation, Its  
Managing Member

By:

  
Signature

Date

01/22/2013

Jonathan M. Bergschneider, Executive Vice President

Return to: Planning Division  
City of South San Francisco  
P. O. Box 711  
South San Francisco, CA 94083

Revised 03/2004

Bayside Area Develop. LLC / Owner  
Bayside Area Develop. LLC / Applicant  
Britannia Modular Labs 3



DEPARTMENT OF ECONOMIC  
AND COMMUNITY DEVELOPMENT  
PLANNING DIVISION  
(650) 877-8535  
FAX (650) 829-6639  
E-MAIL WEB-ECD@SSF.NET

**CITY COUNCIL 2012**

PEDRO GONZALEZ, MAYOR  
KARYL MATSUMOTO, MAYOR PRO TEM  
MARK ADDIEGO, COUNCILMEMBER  
RICHARD A. GARBARINO, COUNCILMEMBER  
KEVIN MULLIN, COUNCILMEMBER

BARRY M. NAGEL, CITY MANAGER

**NOTICE OF ACTION**

**SOUTH SAN FRANCISCO CITY COUNCIL**

**TO:** Bayside Area Develop. LLC

**APPLICATION:** **P07-0077;** Britannia Modular Labs 3 - Use Permit, Design Review, Master Sign Permit, Development Agreement, Preliminary TDM Plan, Parcel Map, and Mitigated Negative Declaration to demolish existing buildings totaling 79,504 sf and construct two 2-story office/R&D buildings totaling 105,536 sf on a 2.97 acre site, with a combination of at-grade and subterranean parking at a ratio of 2.7 spaces per 1,000 sf, at 328 Roebling Road in the Business Technology Park (BTP) Zone District, in accordance with SSFMC Chapters 19.48, 19.60, 20.110, 20.330, 20.360, 20.400, 20.480 & 20.490.

Subprojects: UP07-0011, DR07-0050,  
SIGNS09-0034, DA12-0001, TDM07-0004,  
PM12-0001 & ND07-0002

**APPLICANT:** Bayside Area Develop. LLC

**ADDRESS:** 328 Roebling Rd

The South San Francisco City Council at a meeting held on **11/14/2012** voted (4-0-0) to take the following action on the above applications:



**APPROVED**

\*Resolution 93-2012 & 94-2012 and introduced Ordinance 1460-2012



**DENIED**

\* Based on the Findings of Denial






CONTINUED

\* \_\_\_\_\_  
(Specific Date or Off Calendar)  
(Specific Date or Off Calendar)

I certify that the foregoing is an accurate representation of the action of the City Council in consideration of this application.

BY:  DATE: January 15, 2013  
Susy Kalkin  
Chief Planner of the City of South San Francisco

cc: City Clerk  
CRW Record

Attachments:

Resolution 93-2012	Certifying and approving Use Permit, Parcel Map, Master Sign Permit, Preliminary Transportation Demand Management Plan and Design Review (including attachments)
Resolution 94-2012	Certifying the Initial Study and Mitigated Negative Declaration (including attachments)
Ordinance 1460-2012	Development Agreement (including attachments)

## ACCEPTANCE FORM

Please sign and return **only this form** to the Planning Division. Failure to return the signed form within **10** days may result in a rehearing by the Planning Commission.

Case No.: **P07-0077**

Date: January 15, 2013



As the owner of the real property which is the subject of the above-mentioned case, I am aware of, and accept, **ALL** of the conditions of approval.

I certify under penalty of perjury that the foregoing is true and correct.

BAYSIDE AREA DEVELOPMENT, LLC (Owner)

By: HCP Estates USA, Inc., a Delaware corporation, Its Managing  
Member

By:

 01/22/2013  
Signature Date

Jonathan M. Bergschneider, Executive Vice President



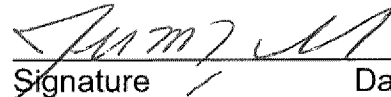
As the applicant of the above-mentioned case, I am aware of, and accept, **ALL** of the conditions of approval.

I certify under penalty of perjury that the foregoing is true and correct.

BAYSIDE AREA DEVELOPMENT, LLC (Applicant)

By: HCP Estates USA Inc., a Delaware corporation, Its Managing  
Member

By:

 01/22/2013  
Signature Date

Jonathan M. Bergschneider, Executive Vice President

Return to: Planning Division  
City of South San Francisco  
P. O. Box 711  
South San Francisco, CA 94083

Revised 03/2004

Bayside Area Develop. LLC / Owner  
Bayside Area Develop. LLC / Applicant  
Britannia Modular Labs 3

ORDINANCE NO. 1460-2012

CITY COUNCIL, CITY OF SOUTH SAN FRANCISCO, STATE OF CALIFORNIA

AN ORDINANCE ADOPTING A DEVELOPMENT  
AGREEMENT WITH BAYSIDE AREA DEVELOPMENT, LLC  
FOR A RESEARCH AND DEVELOPMENT AND OFFICE  
PROJECT AT 328 ROEBLING ROAD

WHEREAS, Bayside Area Development, LLC (“Owner” or “Applicant”) has proposed to demolish existing buildings on the Project Site totaling 79,504 square feet, and construct two new 2-story office/R&D buildings totaling 105,536 square feet, with a combination of at-grade and subterranean parking at a ratio of 2.7 spaces per 1,000 square feet (“Project”) on an approximately 2.97 acre site, located at 328 Roebling Road (“Project Site”) in the City of South San Francisco (“City”); and,

WHEREAS, Applicant seeks approval of a Use Permit, Parcel Map, Development Agreement, Master Sign Permit, Preliminary Transportation Demand Management (“TDM”) Plan, and Design Review; and,

WHEREAS, the Applicant has requested approval of a Development Agreement which would clarify and obligate several project features and mitigation measures, including payment of existing fees (such as the Oyster Point Overpass Fee, East of 101 Traffic Impact Fee, Stormwater Fee, Sewer Impact Fee, and Childcare Impact Fee), payment of certain fees the City has traditionally included in its development agreements (such as a Rails-to-Trails Improvement or Payment and Transit Station Enhancement Fee), and certain future fees (including a Park-in-Lieu Fee and Public Safety Impact Fee); and

WHEREAS, approval of the Applicant’s proposal is considered a “project” for purposes of the California Environmental Quality Act, Pub. Resources Code, §§ 21000, *et seq.* (“CEQA”); and,

WHEREAS, the City Council reviewed and carefully considered the information in the Initial Study/Mitigated Negative Declaration (“IS/MND”) prepared for the Project, and by separate resolution, adopted the IS/MND, as an objective and accurate document that reflects the independent judgment and analysis of the City in the discussion of the Project’s environmental impacts; and,

WHEREAS, the City Council reviewed and considered, and by separate resolution, made findings and approved the Use Permit, Parcel Map, Master Sign Permit, Preliminary TDM Plan, and Design Review for the Project; and,

WHEREAS, the Planning Commission held a duly noticed public hearing on October 4, 2012, to solicit public comment and consider the IS/MND and the proposed entitlements and take public testimony, at the conclusion of which the Planning Commission recommended that the City Council adopt the IS/MND and approve the Project and Development Agreement; and,

WHEREAS, the City Council held a duly noticed public hearing on November 14, 2012, to consider the IS/MND, the Use Permit, Parcel Map, Development Agreement, Master Sign Permit, Preliminary TDM Plan, and Design Review and take public testimony.

NOW, THEREFORE, the City Council of the City of South San Francisco does hereby ordain as follows:

SECTION 1. Findings.

That based on the entirety of the record before it, which includes without limitation, CEQA and the CEQA Guidelines, 14 California Code of Regulations § 15000, et seq.; the South San Francisco 1999 General Plan and General Plan Environmental Impact Report, including the 2001 updates to the General Plan and 2001 Supplemental Environmental Impact Report; the South San Francisco Municipal Code; the Initial Study and Mitigated Negative Declaration prepared for the Project; all reports, minutes, and public testimony submitted as part of the Design Review Board meeting held on December 15, 2009; all reports, minutes, and public testimony submitted as part of the Planning Commission's meeting held on October 4, 2012; all reports, minutes, and public testimony submitted as part of the City Council's duly noticed public hearing on November 14, 2012; and any other evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2), the City Council of the City of South San Francisco hereby finds as follows:

- A. The foregoing Recitals are true and correct and made a part of this Ordinance.
- B. The proposed Development Agreement (attached as Exhibit A), is incorporated by reference and made a part of this Ordinance, as if set forth fully herein.
- C. The documents and other material constituting the record for these proceedings are located at the Planning Division for the City of South San Francisco, 315 Maple Avenue, South San Francisco, CA 94080, and in the custody of Chief Planner, Susy Kalkin.
- D. The proposed Project, including the Use Permit, Parcel Map, Development Agreement, Master Sign Permit, Preliminary TDM Plan, and Design Review, are consistent and compatible with all elements in the City of South San Francisco General Plan. The General Plan includes policies and programs that are designed to encourage the development of research and development and office uses in the East of 101 Area. Further, the land uses, development standards, densities and intensities, buildings and structures proposed are compatible with the goals, policies, and land use designations established in the General Plan (see Gov't Code, § 65860), and none of the land uses, development standards, densities and intensities, buildings and structures will operate to conflict with or impede achievement of the any of the goals, policies, or land use designations established in the General Plan.

Specifically, the project site is designated Business and Technology Park and zoned Business Technology Park ("BTP"). This designation and zoning district accommodates R&D uses, subject to certain development and FAR restrictions. The proposed Project complies with development restrictions and proposes a FAR of 0.81, which conforms to the maximum allowable FAR in the Business and Technology Park General Plan designation with an acceptable TDM plan and meeting high design standards.

E. The City Council has independently reviewed the proposed Development Agreement, the General Plan, the South San Francisco Municipal Code, and applicable state and federal law, including Government Code section 65864, *et seq.*, and has determined that the proposed Development Agreement complies with all applicable zoning, subdivision, and building regulations and with the General Plan. This finding is based upon all evidence in the Record as a whole, including, but not limited to: the City Council's independent review of these documents, oral and written evidence submitted at the public hearings on the Project, including advice and recommendations from City staff.

F. The proposed Development Agreement for the Project states its specific duration. This finding is based upon all evidence in the Record as a whole, including, but not limited to: the City Council's independent review of the proposed Development Agreement and its determination that Section 2 of the Development Agreement states that the Development Agreement shall expire ten (10) years from the effective date of this Ordinance.

G. The proposed Development Agreement incorporates the permitted uses, density and intensity of use for the property subject thereto, as reflected in the proposed Project (P07-0012), IS/MND (ND07-0002), Parcel Map (PM12-001), Use Permit (UP07-0011), Master Sign Permit (SIGNS09-0034), TDM Plan (TDM07-0004), Design Review (DR07-0050), and Development Agreement (DA12-0001). This finding is based upon all evidence in the Record as a whole, including, but not limited to, the City Council's independent review of the proposed Development Agreement and its determination that Section 3 of the Development Agreement sets forth the Project Approvals, development standards, and the documents constituting the Project.

H. The proposed Development Agreement states the maximum permitted height and size of proposed buildings on the property subject thereto. This finding is based upon all evidence in the Record as a whole, including, but not limited to, the City Council's independent review of the proposed Development Agreement and its determination that Section 3 of the Agreement sets forth the documents which state the maximum permitted height and size of buildings.

I. The proposed Development Agreement states specific provisions for reservation or dedication of land for public purposes. This finding is based on all evidence in the Record as a whole, including, but not limited to the City Council's independent review of the Development Agreement and its determination that Section 13(b) addresses the possibility of land dedication as part of the Rails-to-Trails program.

## SECTION 2. Approval of Development Agreement.

A. The City Council of the City of South San Francisco hereby approves the proposed Development Agreement with Bayside Area Development, LLC, attached hereto as Exhibit A and incorporated herein by reference.

B. The City Council further authorizes the City Manager to execute the Development Agreement, on behalf of the City, in substantially the form attached as Exhibit A, and to make revisions to such Agreement, subject to the approval of the City Attorney, which do not materially or substantially increase the City's obligations thereunder.

SECTION 3. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, the remainder of this Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council of the City of South San Francisco hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 4. Publication and Effective Date.

Pursuant to the provisions of Government Code Section 36933, a summary of this Ordinance shall be prepared by the City Attorney. At least five (5) days prior to the Council meeting at which this Ordinance is scheduled to be adopted, the City Clerk shall (1) publish the Summary, and (2) post in the City Clerk's Office a certified copy of this Ordinance. Within fifteen (15) days after the adoption of this Ordinance, the City Clerk shall (1) publish the summary, and (2) post in the City Clerk's Office a certified copy of the full text of this Ordinance along with the names of those City Council members voting for and against this Ordinance or otherwise voting. This Ordinance shall become effective thirty (30) days from and after its adoption.

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Introduced at a regular meeting of the City Council of the City of South San Francisco, held the 14<sup>th</sup> day of November, 2012.

Adopted as an Ordinance of the City of South Francisco at a regular meeting of the City Council held the 12<sup>th</sup> day of December, 2012 by the following vote:

AYES: Councilmembers Mark Addiego, and Richard A. Garbarino,

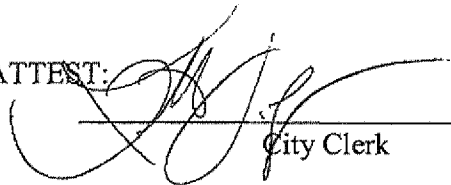
Mayor Pro Tem Karyl Matsumoto and Mayor Pedro Gonzalez

NOES: None

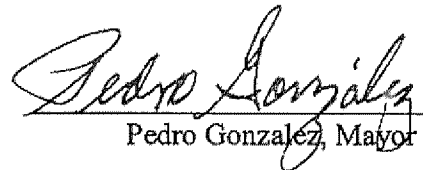
ABSTAIN: None

ABSENT: None

ATTEST:

  
\_\_\_\_\_  
City Clerk

As Mayor of the City of South San Francisco, I do hereby approve the foregoing Ordinance this 12<sup>th</sup> day of December, 2012.

  
\_\_\_\_\_  
Pedro Gonzalez, Mayor

**Exhibit A**

**Development Agreement**

2000552.1



RESOLUTION NO. 93-2012

CITY COUNCIL, CITY OF SOUTH SAN FRANCISCO, STATE OF CALIFORNIA

A RESOLUTION MAKING FINDINGS AND APPROVING A  
USE PERMIT, PARCEL MAP, MASTER SIGN PERMIT,  
PRELIMINARY TRANSPORTATION DEMAND  
MANAGEMENT PLAN, AND DESIGN REVIEW FOR A  
RESEARCH AND DEVELOPMENT AND OFFICE PROJECT  
AT 328 ROEBLING ROAD

WHEREAS, Bayside Area Development, LLC (“Owner” or “Applicant”) has proposed to demolish existing buildings on the Project Site totaling 79,504 square feet, and construct two new 2-story office/R&D buildings totaling 105,536 square feet, with a combination of at-grade and subterranean parking at a ratio of 2.7 spaces per 1,000 square feet (“Project”) on an approximately 2.97 acre site, located at 328 Roebling Road (“Project Site”) in the City of South San Francisco (“City”); and,

WHEREAS, Applicant seeks approval of a Use Permit, Parcel Map, Development Agreement, Master Sign Permit, Preliminary Transportation Demand Management (“TDM”) Plan, and Design Review; and,

WHEREAS, approval of the Applicant’s proposal is considered a “project” for purposes of the California Environmental Quality Act, Pub. Resources Code, §§ 21000, *et seq.* (“CEQA”); and,

WHEREAS, the City Council reviewed and carefully considered the information in the Initial Study/Mitigated Negative Declaration (“IS/MND”) prepared for the Project, and by separate resolution, adopted the IS/MND, as an objective and accurate document that reflects the independent judgment and analysis of the City in the discussion of the Project’s environmental impacts; and,

WHEREAS, the City Council reviewed and considered, and by separate ordinance made findings and approved the proposed Development Agreement for the Project; and,

WHEREAS, on October 4, 2012 the Planning Commission for the City of South San Francisco held a lawfully noticed public hearing to solicit public comment and consider the IS/MND and the proposed entitlements and take public testimony, at the conclusion of which the Planning Commission recommended that the City Council adopt the IS/MND and approve the Project; and,

WHEREAS, the City Council held a duly noticed public hearing on November 14, 2012, to consider the IS/MND, the Use Permit, Parcel Map, Development Agreement, Master Sign Permit, Preliminary TDM Plan, and Design Review and take public testimony.

NOW, THEREFORE, BE IT RESOLVED that based on the entirety of the record before it, which includes without limitation, the California Environmental Quality Act, Public

Resources Code §§ 21000, et seq. (“CEQA”) and the CEQA Guidelines, 14 California Code of Regulations § 15000, et seq.; the South San Francisco 1999 General Plan and General Plan Environmental Impact Report, including the 2001 updates to the General Plan and 2001 Supplemental Environmental Impact Report; the South San Francisco Municipal Code; the Initial Study and Mitigated Negative Declaration prepared for the Project; all reports, minutes, and public testimony submitted as part of the Design Review Board meeting held on December 15, 2009; all reports, minutes, and public testimony submitted as part of the Planning Commission’s meeting held on October 4, 2012; all reports, minutes, and public testimony submitted as part of the City Council’s duly noticed public hearing on November 14, 2012; and any other evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2), the City Council of the City of South San Francisco hereby finds as follows:

**I. General Findings**

- A. The foregoing recitals are true and correct and made a part of this Resolution.
- B. The Exhibits attached to this Resolution, including the Conditions of Project Approval (Exhibit A) and the Preliminary TDM Plan (Exhibit B), are each incorporated by reference as part of this Resolution, as if each were set forth fully herein.
- C. The documents and other material constituting the record for these proceedings are located at the Planning Division for the City of South San Francisco, 315 Maple Avenue, South San Francisco, CA 94080, and in the custody of Chief Planner, Susy Kalkin.

**II. Use Permit**

A. The proposed Project is consistent with the standards and requirements of the City’s Zoning Ordinance and with the provisions of the Business Technology Park (“BTP”) Zoning District. The Project meets or exceeds all of the general development standards of the BTP Zoning District, with the exception of parking, on-site loading, and on-site retail. The exceptions for parking, on-site loading and on-site retail are permissible and warranted by the City’s Zoning Ordinance.

B. The proposed Project, including the Use Permit, Parcel Map, Development Agreement, Master Sign Permit, Preliminary TDM Plan, and Design Review, are consistent and compatible with all elements in the City of South San Francisco General Plan. The General Plan includes policies and programs that are designed to encourage the development of research and development and office uses in the East of 101 Area. Further, the land uses, development standards, densities and intensities, buildings and structures proposed are compatible with the goals, policies, and land use designations established in the General Plan (see Gov’t Code, § 65860), and none of the land uses, development standards, densities and intensities, buildings and structures will operate to conflict with or impede achievement of the any of the goals, policies, or land use designations established in the General Plan.

Specifically, the project site is designated Business and Technology Park and zoned Business Technology Park (“BTP”). This designation and zoning district accommodates R&D uses, subject to certain development and FAR restrictions. The proposed Project complies with development restrictions and proposes a FAR of 0.81, which conforms to the maximum

allowable FAR in the Business and Technology Park General Plan designation with an acceptable TDM plan and meeting high design standards.

C. The proposed use will not be adverse to the public health, safety, or general welfare of the community, nor detrimental to surrounding properties or improvements, because the proposed use is consistent with the existing uses in the vicinity of the site, which is predominantly office/research and development ("R&D"). The Project proposes Office/R&D use on a site located in the City's East of 101 Area, which is intended for this type of use. The East of 101 Area Plan and General Plan have analyzed this type of use in the East of 101 Area, and concluded that office and R&D uses in the East of 101 Area are not adverse to the public health, safety, or welfare. As the proposed Project is consistent with surrounding land uses, approval of the Project will not be detrimental to the nearby properties.

D. The proposed Project complies with applicable standards and requirements of the City's Zoning Code, with the exception of parking, on-site loading, and on-site retail requirements. The exceptions for parking, on-site loading and on-site retail are permissible and warranted by the City's Zoning Ordinance. The proposed Project is located in the BTP zoning district, and meets the minimum standards and requirements for that district.

The exception for the number of parking spaces is allowable under the City's Municipal Code Section 20.330.006(D), and warranted based on the following findings:

1. The parking reduction will serve to support and promote the Project's TDM program.

2. The Project provides 94% of the required parking spaces and is required, through the TDM program, to achieve an alternative mode use of 35%. The site is not anticipated to result in a shortfall of on-site parking or create the need for overflow parking off-site.

3. The proposed parking standard of 2.7 spaces per 1,000 square feet will be adequate for the proposed use because of the offered alternative solutions for providing and managing parking. The Project is required to implement a Transportation Demand Management Program on an on-going basis over the life of the Project with a required alternative mode shift of 35%. The TDM requirements required of the Project, the fact that similar reduced standards have been accepted and/or successfully applied within several large developments in the City, including the Gateway Specific Plan District, Bay West Cove Specific Plan District, Britannia East Grand and the Genentech Campus, and the studies from the Institute of Transportation Engineers (ITE) all support a reduced parking standard.

4. The reduced parking rate reinforces the overall efforts of the City's General Plan and the Transportation Demand Management Ordinance, which encourage reduced parking standards as an effective tool in encouraging use of alternative modes of transportation other than single occupancy vehicles.

5. The number of parking spaces provided by the reduced standard will serve all existing, proposed and potential uses as effectively and conveniently as would the standard number of parking spaces required by Chapter 20.330. As described above, there is ample

evidence to support the proposed parking reduction, and there is added concern that an overabundance of parking could have a deleterious effect on the goals and objectives of the City's TDM efforts since such would serve as a disincentive to use of alternative modes of transportation.

The exception for on-site loading is allowable and warranted based on the City's Municipal Code Section 20.330.009(B)(1), which allows the Chief Planner and City Engineer to waive the loading space requirement upon a finding by the Chief Planner and City Engineer that the applicant has satisfactorily demonstrated that due to the nature of the proposed use, such loading space will not be needed. Based on written materials submitted by the Applicant, and based on the nature of the research and development use and previously approved projects, which receive minimal deliveries, the Chief Planner and City Engineer find that the on-site loading requirement will not be required.

The exception for on-site retail is allowable and warranted based on the City's Municipal Code Section 20.110.004(J)(1), which only requires the on-site retail where feasible. The Applicant has submitted a satisfactory written explanation as to why meeting this requirement is not feasible for a small-scale R&D project such as this Project. Based on the size of the Project, surrounding employer density, size of potential tenants, and lack of any other retail uses in the area, on-site retail for this Project would be infeasible.

E. The design, location, size, and operating characteristics of the proposed Project are compatible with the existing and reasonably foreseeable future land uses in the vicinity because the Project proposes office and research and development uses in the East of 101 Area, which is specifically intended for such uses.

F. The site is physically suitable for the type of development and density proposed, as the research and development and office uses will benefit from being located in East of 101 Area, and the size of the development is appropriate for the location and meets the City's land use and zoning standards.

G. By Resolution No. 93-2012, the City Council, exercising its independent judgment, has found that an IS/MND was prepared for the Project in accordance with CEQA, which adequately analyzes the proposed Project's potential environmental impacts. The Planning Commission has further found that the Project, with mitigation proposed in the IS/MND, will not exceed established CEQA thresholds of significance.

### **III. Master Sign Permit**

A. The proposed signs are compatible in style and character with the buildings to which the signs are to be attached, the surrounding structures and adjoining signage on the site because the proposed signs were designed to be in keeping with the architectural design of the buildings, using similar materials and colors.

B. Future tenants will be provided with adequate opportunities to construct, erect or maintain a sign for identification in that the proposed sign program allows for individual tenant signs and campus monument signs.

C. Directional signage and building addressing has been incorporated throughout the development and is adequate for pedestrian and vehicular circulation and emergency vehicle access.

#### **IV. Transportation Demand Management ("TDM") Plan**

A. The Project proposes increasing the allowable Floor Area Ratio ("FAR") for the site to 0.81, and is requesting approval of a Preliminary TDM Plan.

B. As required under State law, the South San Francisco General Plan, and the South San Francisco Municipal Code, in support of the requested TDM Plan (TDM07-0004), the City Council finds as follows:

1. The proposed TDM measures are feasible and appropriate for the Project, considering the proposed use or mix of uses and the Project's location, size and hours of operation. Sufficient measures have been included in the plan to achieve a projected 35% alternative mode usage, as required.

2. The performance guarantees provided in the plan will ensure that the target 35% alternative mode use will be achieved and maintained. Conditions of approval have been included to require that the Final TDM Plan, which must be submitted for review and approval prior to issuance of a building permit, shall outline the required process for on-going monitoring including annual surveys and annual reports.

#### **V. Design Review**

A. The Project, including Design Review, is consistent with Title 20 of the South San Francisco Municipal Code for the reasons set forth in Findings II.A and II.D, above.

B. The Project, including Design Review, is consistent with the General Plan because the proposed Research and Development buildings are consistent with the policies and design direction provided in the South San Francisco General Plan for the BTP land use designation.

C. The Project, including Design Review, is consistent with the design guidelines adopted by the City Council in that the proposed Project is consistent with the Employment District Standards included in Chapter 20.110.

D. The Project is consistent with the design guidelines adopted by the City Council in that the proposed use is consistent with the Business and Technology Park District Development Standards and Supplemental Regulations included in Sections 20.110.003 and 20.110.004.

E. The Project is consistent with the applicable design review criteria in Section 20.480.006 ("Design Review Criteria") because the project has been evaluated against, and found to be consistent with, each of the eight design review criteria included in the "Design Review Criteria" section of the Ordinance.

BE IT FURTHER RESOLVED that the City Council of the City of South San Francisco hereby approves the Use Permit, Parcel Map, Master Sign Permit, Preliminary TDM Plan, and Design Review for the Project, subject to the Conditions of Approval attached as Exhibit A.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage and adoption.

\* \* \* \* \*

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of South San Francisco at a regular meeting held on the 14<sup>th</sup> day of November, 2012 by the following vote:

AYES: Councilmembers Mark Addiego, and Karyl Matsumoto,

Vice Mayor Pedro Gonzalez and Mayor Richard A. Garbarino

NOES: None

ABSTAIN: None

ABSENT: Councilmember Kevin Mullin

ATTEST:  \_\_\_\_\_

City Clerk

**Exhibit A**

**Conditions of Approval**

**Exhibit B**

**Preliminary Transportation Demand Management Plan**

2000547.1



RESOLUTION NO. 94-2012

CITY COUNCIL, CITY OF SOUTH SAN FRANCISCO, STATE OF CALIFORNIA

A RESOLUTION MAKING FINDINGS AND ADOPTING THE  
INITIAL STUDY AND MITIGATED NEGATIVE  
DECLARATION FOR AN OFFICE AND RESEARCH AND  
DEVELOPMENT PROJECT AT 328 ROEBLING ROAD

WHEREAS, Bayside Area Development, LLC (“Owner” or “Applicant”) has proposed to demolish existing buildings on the Project Site totaling 79,504 square feet, and construct two new 2-story office/R&D buildings totaling 105,536 square feet, with a combination of at-grade and subterranean parking at a ratio of 2.7 spaces per 1,000 square feet (“Project”) on an approximately 2.97 acre site, located at 328 Roebling (“Project Site”) in the City of South San Francisco (“City”); and,

WHEREAS, Applicant seeks approval of a Use Permit, Parcel Map, Development Agreement, Master Sign Permit, Preliminary Transportation Demand Management (“TDM”) Plan, and Design Review; and,

WHEREAS, approval of the Applicant’s proposal is considered a “project” for purposes of the California Environmental Quality Act, Pub. Resources Code, §§ 21000, *et seq.* (“CEQA”); and,

WHEREAS, in accordance with CEQA, an initial study was performed, the result of which was preparation and circulation of a mitigated negative declaration (“IS/MND”) analyzing the proposed Project and concluding that approval of the Project could not have a significant effect on the environment because the impacts of the Project could all be mitigated to levels below established CEQA thresholds of significance with the adoption of mitigation measures; and,

WHEREAS, the IS/MND was distributed to the State Clearinghouse and circulated for a 30-day public review on February 17, 2012, during which time three comments were received; and,

WHEREAS, the Planning Commission has reviewed and carefully considered the information in the IS/MND, and the comments received at a duly noticed public hearing held on October 4, 2012, and made findings and recommended that the City Council adopt the IS/MND, as an objective and accurate document that reflects the independent judgment and analysis of the City in the discussion of the Project’s environmental impacts.

WHEREAS, the City Council held a duly noticed public hearing on November 14, 2012, to consider the IS/MND, the Use Permit, Parcel Map, Development Agreement, Preliminary TDM Plan, and Design Review and take public testimony; and,

WHEREAS, the City Council has reviewed and carefully considered the information in the IS/MND, and makes the findings contained in this Resolution, and adopts the IS/MND, as an

objective and accurate document that reflects the independent judgment and analysis of the City in the discussion of the Project's environmental impacts.

NOW, THEREFORE, BE IT RESOLVED that based on the entirety of the record before it, which includes without limitation, the California Environmental Quality Act, Public Resources Code §§ 21000, et seq. ("CEQA") and the CEQA Guidelines, 14 California Code of Regulations § 15000, et seq.; the South San Francisco 1999 General Plan and General Plan Environmental Impact Report, including the 2001 updates to the General Plan and 2001 Supplemental Environmental Impact Report; the South San Francisco Municipal Code; the Initial Study and Mitigate Negative Declaration prepared for the Project; all reports, minutes, and public testimony submitted as part of the Design Review Board meeting held on December 15, 2009; all reports, minutes, and public testimony submitted as part of the Planning Commission's meeting held on October 4, 2012; all reports, minutes, and public testimony submitted as part of the City Council meeting held on November 14, 2012; and any other evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2), the City Council of the City of South San Francisco hereby finds as follows:

1. The foregoing recitals are true and correct and made a part of this Resolution.
2. The IS/MND for the Project (P007-0012), attached as Exhibit A to this Resolution, is incorporated by reference as part of this Resolution, as if it were set forth fully herein.
3. The documents and other material constituting the record for these proceedings are located at the Planning Division for the City of South San Francisco, 315 Maple Avenue, South San Francisco, CA 94080, and in the custody of Chief Planner, Susy Kalkin.
4. The proposed Project is consistent with the City of South San Francisco General Plan because the land use, development standards, densities and intensities, buildings and structures proposed are compatible with the goals, policies, and land use designations established in the General Plan (see Gov't Code, § 65860), and none of the land uses, development standards, densities and intensities, buildings and structures will operate to conflict with or impede achievement of the any of the goals, policies, or land use designations established in the General Plan. Further, the Project is consistent and compatible with all elements in the City of South San Francisco General Plan. The General Plan includes policies and programs that are designed to encourage the development of research and development and office uses in the East of 101 Area.
5. In accordance with CEQA, the City Council has considered the Initial Study and Mitigated Negative Declaration for the Project, and based on the entirety of the record, as described above, the City Council, exercising its independent judgment and analysis, makes the following findings regarding the environmental analysis of the Project:
  - a. In October 1999, the City Council certified an Environmental Impact Report for the General Plan; in 2001 the City Council certified a Supplemental Environmental Impact Report for updates to the General Plan. CEQA allows for streamlined approval of actions that are consistent with adopted General Plans for which an EIR was certified. (Pub. Resources Code, § 21083; CEQA Guidelines, §§ 15152, 15183.) An initial study was prepared for the

proposed Project and a mitigated negative declaration analyzed the potential for impacts that were peculiar to the Project or not analyzed as significant impacts in the General Plan EIR, or Supplemental EIR. The IS/MND, which expressly considers the City's previous EIRs, concludes that approval of the Project will not result in any significant environmental impacts.

b. Design features of the Project, as well as the mitigation measures proposed in the IS/MND, will operate to ensure the impacts of the proposed Project will not exceed established CEQA thresholds of significance. Therefore, and as further documented in the IS/MND for the Project, additional mitigation measures beyond those established in the IS/MND are not required for the Project.

c. For the reasons stated in this Resolution, the City Council finds that there is no substantial evidence in the record supporting a fair argument that approval of the Project will result in a significant environmental effect.

BE IT FURTHER RESOLVED that the City Council of the City of South San Francisco hereby makes the findings contained in this Resolution, and adopt the IS/MND for the Project (P007-0012), including the Mitigation Monitoring Program.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage and adoption.

\* \* \* \* \*

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of South San Francisco at a regular meeting held on the 14<sup>th</sup> day of November, 2012 by the following vote:


AYES: Councilmembers Mark Addiego, and Karyl Matsumoto,

Vice Mayor Pedro Gonzalez and Mayor Richard A. Garbarino

NOES: None

ABSTAIN: None

ABSENT: Councilmember Kevin Mullin

ATTEST:   
City Clerk

**Exhibit A**

Initial Study and Mitigated Negative Declaration

2000528.1

EXHIBIT C  
CONDITIONS OF APPROVAL AND MMRP

[see attached pages]

**CONDITIONS OF APPROVAL**  
**P07-0012: UP07-0011, DR07-0050, SIGNS09-0034, DA12-0001, TDM07-0004, ND07-0002**  
**& PM12-0001**

**USE PERMIT, DESIGN REVIEW, AND TDM**  
**328 ROEBLING ROAD**

*(As approved by City Council on December 12, 2012)*

**A. Planning Division requirements shall be as follows:**

1. The applicant shall comply with the Planning Division's standard Conditions and Limitations for Commercial, Industrial and Multi-family Residential Projects.
2. The project shall be completed and operated substantially as indicated in the plans prepared by DES Architects, dated April 26, 2012.
3. All equipment (either roof or ground-mounted) shall be screened from view through the use of integral architectural elements, such as enclosures or roof screens, and landscape screening. Equipment enclosures and/or roof screens shall be painted to match the building.
4. TDM
  - a. Transportation Demand Management. Owner shall prepare and implement a Transportation Demand Management (TDM) Plan in compliance with the requirements of SSFMC Chapter 20.400 as in effect on the Effective Date (the "TDM Ordinance"). As part of such compliance, Owner shall prepare (i) annual TDM surveys and (ii) triennial TDM reports, each meeting the applicable requirements of the TDM Ordinance, and shall submit same to the City, to document the effectiveness of Owner's TDM Plan in achieving the goal of thirty-five percent (35%) alternative mode usage by employees within the Project. The annual surveys will be prepared by a TDM consultant pre-qualified with or approved by the City and retained, directed and paid for by Owner, and the triennial reports will be prepared by an independent TDM consultant retained by the City and paid for by Owner. Both the annual surveys and the triennial reports will include a determination of historical employee commute methods, which information shall be obtained by survey of all employees working in the buildings on the Property. If the response rate on which a triennial report is based is below 51 percent, additional responses needed to reach a 51 percent response rate will be counted as drive alone trips.
  - b. TDM Surveys and Reports: The initial TDM survey for each building on the Property will be submitted two (2) years after the granting of a Certificate of Occupancy with respect to such building. The initial triennial TDM report for each building on the Property will be submitted three (3) years after the granting

of a Certificate of Occupancy with respect to such building. The second and all later annual surveys and triennial reports (when applicable) with respect to each building shall be included in an annual comprehensive TDM submission to the City covering all of the buildings on the Property that are submitting their second or later TDM surveys or reports.

- c. (A) Triennial Report Requirements: The goal of the TDM program is to encourage alternative mode usage, as defined in Chapter 20.400 of the Municipal Code. The initial triennial TDM report shall either: (A) state that the applicable building or buildings have achieved thirty-five percent (35%) alternative mode usage, providing supporting statistics and analysis to establish attainment of the goal; or (B) state that the applicable building or buildings have not achieved thirty-five percent (35%) alternative mode usage, providing an explanation of how and why the goal has not been reached, and a description of additional measures that will be adopted in the coming year to try to ensure attaining the TDM goal of thirty-five percent (35%) alternative mode usage.

(B) Penalty for Non-Compliance: If, after the initial triennial TDM report, subsequent triennial reports indicate that, in spite of the changes in the TDM Plan, thirty-five percent (35%) alternative mode usage is still not being achieved, or if Owner fails to submit such a triennial TDM report at the times required under SSFMC Chapter 20.400, the City may assess Owner a penalty in the amount of up to fifteen thousand dollars (\$15,000.00) per year for each full percentage point by which the Property falls below the minimum thirty-five percent (35%) alternative mode usage goal.

- (i) In determining whether a financial penalty is appropriate, the City may consider whether Owner has made a good faith effort to meet the TDM goals.
- (ii) If the City determines that Owner has made a good faith effort to meet the TDM goals but a penalty is still imposed, and such penalty is imposed within the first three (3) years in which a penalty could be imposed in connection with the TDM Plan, the City in its sole discretion may agree to allow Owner to apply such penalty sums toward the implementation of the TDM Plan instead of requiring them to be paid to the City. If the penalty sums are used to implement the TDM Plan, an Implementation Plan shall be prepared by Owner and reviewed and approved by the City prior to Owner's expending any penalty funds.
- (iii) Notwithstanding the foregoing, the amount of any penalty shall bear the same relationship to the maximum penalty as the completed construction to which the penalty applies bears to the maximum amount of square feet of Office, Commercial, Retail (if any) and Research and Development use permitted to be constructed on the Property. For example, if there is 100,000 square feet of completed construction on the Property included within the TDM report with respect to which the penalty is imposed, the

maximum penalty would be determined by multiplying fifteen thousand dollars (\$15,000.00) times a fraction, the numerator of which is 100,000 square feet and the denominator of which is the maximum amount of square feet of construction permitted on the Property (subtracting the square footage of the parking facilities); this amount would then be multiplied by the number of full percentage points by which the Project has fallen below the thirty-five percent (35%) alternative mode usage goal for the applicable period.

- d. Owner shall reimburse the City for costs incurred in maintaining and enforcing the trip reduction program for the Project.
5. Prior to the issuance of building permit for each building, the developer shall pay Childcare Impact Fee in effect at the time as required by SSFMC Section 20.310 for the Office/Research and Development space. The current fee per square foot is \$0.57. The total fee for both buildings is estimated to be \$17,223.16 ( $(\$0.57/\text{sf} \times 105,536) - (\$0.54/\text{sf} \times 79,504 \text{ sf})$ ).
6. The applicant shall comply with all mitigation monitoring measures and the Mitigation Monitoring Program associated with Mitigated Negative Declaration ND07-0002.
7. Prior to the issuance of any sign permits for the project, a revised Master Sign Program, which includes maximum sign areas allowed and allowed sign illumination, shall be submitted for Chief Planner review and approval. The revised sign program shall substantially comply with the "Britannia Modular Lab III Master Signage Program", submitted by HCP Life Sciences.
8. The applicant shall submit the location and proposed screening (if applicable) for all required utilities. Plans shall be reviewed and approved by the Chief Planner prior to submittal for building permits.
9. Prior to issuance of a building permit, the applicant shall provide evidence in a form acceptable to the Chief Planner that future leases will assure that balconies on each building shall remain accessible as an outdoor amenity space generally available to all employees of the facility.
10. Prior to the issuance of the Building Permit, the Lot Merger and Lot Line Adjustment shall be recorded at the County of San Mateo.
11. The final landscape plan shall be modified to eliminate "Agapanthus orientalis" (Lily of the Nile) and "Dodonaea viscosa" (Hopseed Bush) from the plant list.

**Planning Division contact Linda Ajello, Associate Planner, (650) 877-8353**



**B. Fire Department conditions of approval are as follows:**

1. Fire sprinkler system shall be installed per NFPA 13/SSFFD requirements under separate fire plan check and permit for overhead and underground.
2. Fire sprinkler system shall be central station monitored per California Fire Code section 1003.3.
3. A standpipe system shall be installed per NFPA 14/SSFFD requirements under separate fire plan check and permit.
4. An exterior listed horn/strobe alarm device shall be installed, not a bell.
5. Elevator if provided shall not contain shunt-trips.
6. At least one elevator shall be sized for a gurney the minimum size shall be in accordance with the CFC.
7. Fire alarm plans shall be provided per NFPA 72 and the City of South San Francisco Municipal Code.
8. Plans are to conform to Building codes and the City of South San Francisco Municipal Code. Section 15.24.130.
9. Fire extinguishers shall be provided throughout the building.
10. All Non parking space curbs shall be painted red to local Fire Code Specifications
11. Access road shall have all weather driving capabilities and support the imposed load of 75,000 pounds.
12. Provide fire hydrants; location and number to be determined.
13. Provide fire hydrants with an average spacing of 400 feet between hydrants.
14. The fire hydrants shall have a minimum fire flow of 3000 gpm at 20 psi residual pressure for duration of 4 hours.
15. All buildings shall provide premise identification in accordance with SSF municipal code section 15.24.100.
16. A Knox key box shall be provided for each building with access keys to entry doors, electrical/mechanical rooms, elevators, and others to be determined.
17. The minimum road width shall be 20 feet per the California Fire Code.

18. Local Fire Code and vehicle specifications and templates available at [http://www.ssf.net/depts/fire/prevention/fire\\_permits.asp](http://www.ssf.net/depts/fire/prevention/fire_permits.asp)
19. All buildings shall have Emergency Responder Radio Coverage throughout in compliance with Section 510 of the California Fire Code.

**Fire Department contact, Luis Da Silva, (650) 829-6645**

**C. Engineering Division conditions of approval are as follows:**

**I. STANDARD CONDITIONS**

1. The developer shall comply with the applicable conditions of approval for commercial projects, as detailed in the Engineering Division's "Standard Conditions for Commercial and Industrial Developments", contained in our "Standard Development Conditions" booklet, dated January 2009. This booklet is available at no cost to the applicant from the Engineering Division and can be downloaded from the City's web site.

**II. SPECIAL CONDITIONS**

- A. The developer shall obtain a demolition permit to demolish the existing buildings. The demolition permit shall be obtained from the Building Division and the developer shall pay all fees and deposits for the permit. The developer shall submit an erosion and stormwater pollution control plan for the demolition work and cleared site. The developer shall provide letters from all public utilities stating all utility services have been properly disconnected from the existing buildings.
- B. A grading permit shall be obtained from the Engineering Division. The developer will be responsible for paying for all fees, bonds, plan checking and all associated fees for the grading permit. The developer will also place a cash deposit of \$30,000 to pay for all onsite, SWPPP compliance, grading compliance and dust control inspections.
- C. Prior to the issuance of a grading permit, a geotechnical report shall be submitted, reviewed and approved by the Engineering Division. The developer shall place a \$5,000 cash deposit with the City for the peer review of the Geotechnical Report.
- D. The developer shall remove and replace all sidewalks fronting the project. The new sidewalk shall comply with the City standard detail and shall provide the minimum ADA width. The developer shall also install all necessary ADA handicap ramps, where needed. All work shall be done at no cost to the City.
- E. The driveway located on East Grand Avenue shall be right-turn in and out of the site. A R1 "Stop" sign with a "Right Turn Only" sign shall be placed at this driveway. All other exit driveways shall be posted with an R1 "Stop" sign mounted on a steel pole.

- F. The developer shall remove any existing railroad tracks and appurtenances at the end of Roebling Road that are located within the landscaped area as shown on sheet L-1 of the plans dated April 26, 2012. All work shall be done at no cost to the City.
- G. The developer shall incorporate bio-grassy swales and other Best Management Practices as stormwater measures within the project. Plans for these improvements shall be approved by the Engineering Division and the Environmental Compliance Manager.
- H. One sewer lateral with a minimum size of 6" shall service each building. A sanitary sewer manhole shall be installed onsite, near the property line, to serve as a cleanout for the lateral as it connects to the City's sanitary sewer system.
- I. The developer shall coordinate with the California Water Service for all water utility work.
- J. The developer shall obtain an encroachment permit for all work to be performed within the City's street rights-of-way and pay all associated fees, deposit and/or bonds. The developer shall submit an Engineer's estimate for all work performed within the City's rights-of-way and submit a bond or cash deposit equal to the value of the improvements to secure said work.
- K. The applicant shall underground the existing utilities along the entire East Grand Avenue & Roebling Road frontage of the property at no cost to the City. The undergrounding of existing electrical utilities on the said frontages of the Project shall be completed prior to issuance of a Certificate of Occupancy for the second of the two buildings to be constructed as part of the Project; provided, however, that so long as Owner has initiated the undergrounding process with PG&E a reasonable time in advance of the anticipated completion date for the second of the two buildings to be constructed as part of the Project and has pursued such process (to the extent within Owner's control) with reasonable diligence, any failure of PG&E to complete such undergrounding by the time construction of such second building is complete shall not delay the issuance of a Certificate of Occupancy for such building. A phased plan shall be submitted to the Engineering Division showing the undergrounding of the utilities in a joint trench. The Developer shall provide an engineer's estimate and a surety bond in the amount of the engineer's estimate for all said work. The bond shall be released upon satisfactory completion of all said work.
- L. All project signage shall be located entirely within the applicant's property and shall not encroach into the public street right-of-way.
- M. The developer shall replace and install all lighting along the East Grand Avenue & Roebling Road frontage of the subject property within the City's right-of-way with the approved light standard for the East of 101 Area at no cost to the City.

N. Prior to the issuance of a Building Permit for the project, the applicant shall pay various infrastructure mitigation fees as detailed below.

### III. OYSTER POINT OVERPASS CONTRIBUTION FEE

Prior to receiving a Building Permit for the proposed new office/R&D development, the applicant shall pay the Oyster Point Overpass fee, as determined by the City Engineer, in accordance with City Council Resolutions 102-96 and 152-96. The fee will be calculated upon reviewing the information shown on the applicant's construction plans and the latest Engineering News Record San Francisco Construction Cost Index at the time of payment. The estimated fee for the entire subject 105,536 GSF office and R&D development is calculated below. (The number in the calculation, "10,364.34", is the September 2012 Engineering News Record San Francisco construction cost index, which is revised each month to reflect local inflation changes in the construction industry.)

<b><u>Oyster Point Overpass Fee</u></b>	<b>-</b>	<b>\$214,368.29</b>
105,536 gsf Office/R&D use @ 12.3 trips per 1000 gsf = 1,298 new vehicle trips		
Less credit for an existing 71,786 gsf Warehouse @ 4.5 trips per 1000 gsf = 323 trips		
Less credit for an existing 7,715 gsf Office @ 12.3 trips per 1000 gsf = 95 trips		
Total existing trips = 323 + 95 = 418 trips		
Total new trips = 1,298 - 418 = 880 new vehicle trips		
Contribution Calculation: 880 X \$154 X (10,364.34/6552.16) = \$214,368.29		

### IV. EAST OF 101 TRAFFIC IMPACT FEES

Prior to the issuance of a Building Permit for any building within the proposed project, the applicant shall pay the East of 101 Traffic Impact fee, In accordance with the resolution adopted by the City Council at their meeting of May 23, 2007, or as the fee may be amended in the future.

#### **Fee Calculation (effective July 1, 2012)**

**105,536 gsf Office/R&D @ \$5.22 per each square foot = \$550,897.92**

Credit for existing trips:

71,786 gsf Warehouse @ 0.54 trip per 1000 gsf x \$4950/trip = \$191,883.98

7,715 gsf Office @ .90 trips per 1000 gsf x \$4950/trip = \$34,370.33

**Traffic Impact Fee = \$ 324,643.61**

### V. SEWER SYSTEM CAPACITY STUDY AND IMPROVEMENT FEE

The applicant shall pay the East of 101 Sewer Facility Development Impact Fee, as adopted by the City Council at their meeting of October 23, 2002. The adopted fee is \$3.19 per gallon of discharge per day. The new fee effective July 1, 2012 is \$4.25. It is

determined that Office/R&D generates 400 gallons per day per 1000 square feet of development. Based upon this calculation, the potential fee would be, if paid this year:

$$0.4 \text{ g/sf (400 gpd/1000 sq. ft.)} \times \$4.25 \text{ per gallon} \times 105,536 \text{ sq. ft.} = \textbf{\$179,411.20}$$

Credit for existing building office portion given if more than 25% of facility, no credit given for warehouse.

Sewer Impact Fees shall be determined for each building in the Project based on the application of the formula in effect as of the date such building is actually occupied and the occupant begins discharging to the City's sanitary sewer system, and shall be payable within thirty (30) days after final calculation of the applicable Sewer Impact Fee pursuant to such formula. The City and Owner agree that in applying such formula, a credit will be given for the portion of the Sewer Impact Fees that would have been payable under such formula based on the previously existing uses on the Property.

Total estimated fees:

Oyster Point Overpass Fee	<b>\$ 214,368.29</b>
East of 101 Traffic Impact Fee	<b>\$ 324,643.61</b>
East of 101 Sewer Improvements Fee	<b>\$ 179,411.20</b>
Total	<b>\$ 718,423.10</b>

**Engineering Division Contact, Sam Bautista, (650) 877-6652**

#### **D. Water Quality Control Plant**

The following items must be included in the plans or are requirements of the Stormwater and/or Pretreatment programs and must be completed prior to the issuance of a permit:

1. A plan showing the location of all storm drains and sanitary sewers must be submitted.
2. Encourage the use of pervious pavement where possible.
3. The onsite catch basins are to be stenciled with the approved San Mateo Countywide Stormwater Logo (No Dumping! Flows to Bay).
4. Storm water pollution preventions devices are to be installed. **A combination of landscape based controls (e.g., vegetated swales, bioretention areas, planter/tree boxes, and ponds) and manufactured controls (vault based separators, vault based media filters, and other removal devices) are required.** Existing catch basins are to be retrofitted with catch basin inserts or equivalent. These devices must be shown on the plans prior to the issuance of a permit.

If possible, incorporate the following:

- vegetated/grass swale along perimeter
- catch basin runoff directed to infiltration area
- notched curb to direct runoff from parking area into swale
- roof drainage directed to landscape
- use of planter boxes instead of tree grates for stormwater treatment

Manufactured drain inserts alone are not acceptable they must be part of a treatment train. One of the following must be used in series with each manufactured unit: swales, detention basins, media (sand) filters, bioretention areas, or vegetated buffer strips.

Treatment devices must be sized according to the WEF Method or the Start at the Source Design. Please state what method is used to calculate sizing.

**The entire project must be included in the treatment system design (i.e. stormwater treatment systems must be designed and sized to treat stormwater runoff from the entire redevelopment project). Per Order R2-2009-0074, NPDES Permit No. CAS612008**

5. The applicant must submit a signed Operation and Maintenance Information for Stormwater Treatment Measures form for the stormwater pollution prevention devices installed.
6. The applicant must submit a signed maintenance agreement for the stormwater pollution prevention devices installed. Each maintenance agreement will require the inclusion of the following exhibits:
  - a. A letter-sized reduced-scale site plan that shows the locations of the treatment measures that will be subject to the agreement.
  - b. A legal description of the property.
  - c. A maintenance plan, including specific long-term maintenance tasks and a schedule. It is recommended that each property owner be required to develop its own maintenance plan, subject to the municipality's approval. Resources that may assist property owners in developing their maintenance plans include:
    - i. The operation manual for any proprietary system purchased by the property owner.
7. Applicant must complete the Project Applicant Checklist for NPDES Permit Requirements prior to issuance of a permit and return to the Technical Services Supervisor at the WQCP.
8. Landscaping shall meet the following conditions related to reduction of pesticide use on the project site:

- a. Where feasible, landscaping shall be designed and operated to treat stormwater runoff by incorporating elements that collect, detain, and infiltrate runoff. In areas that provide detention of water, plants that are tolerant of saturated soil conditions and prolonged exposure to water shall be specified.
- b. Plant materials selected shall be appropriate to site specific characteristics such as soil type, topography, climate, amount and timing of sunlight, prevailing winds, rainfall, air movement, patterns of land use, ecological consistency and plant interactions to ensure successful establishment.
- c. Existing native trees, shrubs, and ground cover shall be retained and incorporated into the landscape plan to the maximum extent practicable.
- d. Proper maintenance of landscaping, with minimal pesticide use, shall be the responsibility of the property owner.
- e. Integrated pest management (IPM) principles and techniques shall be encouraged as part of the landscaping design to the maximum extent practicable. Examples of IPM principles and techniques include:
  - i. Select plants that are well adapted to soil conditions at the site.
  - ii. Select plants that are well adapted to sun and shade conditions at the site. In making these selections, consider future conditions when plants reach maturity, as well as seasonal changes.
  - iii. Provide irrigation appropriate to the water requirements of the selected plants.
  - iv. Select pest-resistant and disease-resistant plants.
  - v. Plant a diversity of species to prevent a potential pest infestation from affecting the entire landscaping plan.
  - vi. Use “insectary” plants in the landscaping to attract and keep beneficial insects.

**Landscaping must comply with the City of South San Francisco’s Model Water Efficient Landscape Ordinance.**

9. Roof condensate must be routed to sanitary sewer. This must be shown on plans prior to issuance of a permit.
10. Trash handling area must be covered, enclosed and must drain to sanitary sewer. This must be shown on the plans prior to issuance of a permit.
11. Loading dock area must be covered and any drain must be connected to the sanitary sewer system. This must be shown on plans prior to issuance of a permit.

12. Install separate water meters for the process, domestic, landscape, and any food service facility.
13. Install a separate non-pressurized process line for sample monitoring if necessary before mixing with domestic waste in the sanitary sewer. This must be shown on the plans prior to the issuance of a permit.
14. Install a flow meter to measure process flow.
15. Fire sprinkler system test/drainage valve should be plumbed into the sanitary sewer system. This must be shown on the plans prior to issuance of a permit.
16. A construction Storm Water Pollution Prevention Plan must be submitted and approved prior to the issuance of a permit.
17. Plans must include location of concrete wash out area and location of entrance/outlet of tire wash.
18. A grading and drainage plan must be submitted.
19. An erosion and sediment control plan must be submitted.
20. Applicant must pay sewer connection fee at a later time based on anticipated flow, BOD and TSS calculations.
21. Must file a Notice of Termination with the WQCP when the project is completed.

**Water Quality Control Division Contact, Cassie Prudhel (650) 829-3840.**

**E. Police Department**

1. The applicant shall comply with the provisions of Chapter 15.48 of the Municipal Code, "Minimum Building Security Standards" Ordinance revised May 1995. The Police Department reserves the right to make additional security and safety conditions, if necessary, upon receipt of detailed / revised building plans.

**Police Department contact: Sergeant Scott Campbell (650) 877-8927**

2030758.1



## 328 Roebling Road (Britannia Modular Labs 3) Mitigation Monitoring and Reporting Program

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<p><b>Air-1: Basic Construction Best Management Practices.</b> The Project shall demonstrate proposed compliance with all applicable regulations and operating procedures prior to issuance of demolition, building or grading permits, including implementation of the following BAAQMD "Basic Construction Mitigation Measures".</p> <p>a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.</p> <p>b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.</p> <p>c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.</p> <p>d. All vehicle speeds on unpaved roads shall be limited to 15 mph.</p> <p>e. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.</p> <p>f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.</p> <p>g. 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 running in proper condition prior to operation.</p> <p>h. Post a publicly 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 48</p>	During construction	Applicant for the development (Private developer for private development projects, City for City development projects)	Verify requirements are met during construction	SSF Building Division	

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.					
<b>Bio-1: Pre-Construction Nesting Bird Survey.</b> Pre-construction surveys for nesting birds protected by the Migratory Bird Treaty Act of 1918 and/or Fish and Game Code of California within 100 feet of a development site in the Project area shall be conducted within 30 days of initiation of construction activities. If active nests are found, the Project shall follow recommendations of a qualified biologist regarding the appropriate buffer in consideration of species, stage of nesting, location of the nest, and type of construction activity. The buffer shall be maintained until after the nestlings have fledged and left the nest. If there is a complete stoppage in construction activities for 30 days or more, a new nesting-survey shall be completed prior to re-initiation of construction activities.	Prior to construction if during nesting period	Applicant for the development (Private developer for private development projects, City for City development projects)	Completion of survey and, if birds present, provision of buffer	SSF Planning Division	
<b>Geo-1a: Compliance with California Building Code.</b> Project development shall meet requirements of the California Building Code as modified by the amendments, additions and deletions adopted by the City of South San Francisco. Incorporation of seismic construction standards would reduce the potential for catastrophic effects of ground shaking, such as complete structural failure.					
<b>Geo-1b: Compliance with a design level Geotechnical Investigation report and with Structural Design Plans.</b> Proper foundation engineering and construction shall be performed in accordance with the recommendations of a Registered Geotechnical Engineer or Civil Engineer experienced in geotechnical design and a Registered Structural Engineer or Civil Engineer experienced in structural design.  The structural engineering design shall incorporate seismic parameters as outlined in the California Building Code. The Project Geotechnical Investigation shall establish the seismic design parameters, as determined by the geotechnical engineer in accordance with requirements of the California Building Code.	Prior to construction	Applicant for the development (Private developer for private development projects, City for City development projects)	Adherence to code, completion of report and issuance of permit	SSF Building Division	
<b>Geo-1c: Obtain a building permit and complete final plan</b>					

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date Completed
<p><b>review.</b> The Project applicant shall obtain a building permit through the City of South San Francisco Building Division. Plan Review of planned buildings and structures shall be completed by the Building Division for adherence to the seismic design criteria for planned commercial and industrial sites in the East of 101 Area of the City of South San Francisco. According to the East of 101 Area Plan, Geotechnical Safety Element, buildings shall not be subject to catastrophic collapse under foreseeable seismic events, and will allow egress of occupants in the event of damage following a strong earthquake.</p>					
<p><b>Geo-2a: Compliance with recommendations of a Geotechnical Investigation and in conformance with Structural Design Plans.</b> A Design Level Geotechnical Investigation shall be prepared for the site under the direction of a California Registered Geotechnical Engineer, or Civil Engineer experienced in geotechnical engineering, and shall include analysis for liquefaction potential of the underlying sediments. Proper foundation engineering and construction shall be performed in accordance with the recommendations of the Geotechnical Investigation. The Geotechnical Investigation shall be reviewed and approved by the City's Geotechnical Consultant and by the City Engineer. A Registered Structural Engineer, or civil engineer experienced in structural engineering shall prepare Project structural design plans. Structures shall be designed to minimize the effects of anticipated seismic settlements. The Geotechnical Engineer shall review the Structural Design Plans and provide approval for the geotechnical elements of the plans. The design plans shall identify specific mitigation measures to reduce the liquefaction potential of</p>	<p>Prior to construction</p>	<p>Applicant for the development (Private developer for private development projects, City for City development projects)</p>	<p>Completion of adequate report, adherence of plans to the report and issuance of permit</p>	<p>SSF Building Division</p>	

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
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<p>surface soils. Mitigation measures may include excavation and replacement as engineered fill, reduced foundation loading, and ground improvement by methods such as stone columns or pressure grouting.</p> <p><b>Geo-2b: Obtain a building permit and complete plan review.</b> The Project applicant shall obtain a building permit through the City of South San Francisco Building Division. Plan Review of planned buildings and structures shall be completed by the Building Division for adherence to the seismic design criteria for planned commercial and industrial sites in the East of 101 Area of the City of South San Francisco. According to the East of 101 Area Plan, Geotechnical Safety Element, buildings shall not be subject to catastrophic collapse under foreseeable seismic events, and will allow egress of occupants in the event of damage following a strong earthquake.</p>					
<p><b>Geo-3: Compliance with recommendations of a Geotechnical Investigation.</b> A Design Level Geotechnical Investigation shall be prepared for the site under the direction of a California Registered Geotechnical Engineer, or Civil Engineer experienced in geotechnical engineering, and shall include analysis of the site slope stability. Proper foundation engineering and retaining wall design shall be performed in accordance with the recommendations of the Geotechnical Investigation. The Geotechnical Investigation shall be reviewed and approved by the City's Geotechnical Consultant and by the City Engineer.</p>	Prior to building permit issuance	Applicant for the development (Private developer for private development projects, City for City development projects)	Completion of adequate report	SSF Building Division	
<p><b>Geo-4: Storm Water Pollution Prevention Plan (SWPPP).</b> In accordance with the Clean Water Act and the State Water Resources Control Board, the Applicant shall file a SWPPP prior to the start of construction. The SWPPP shall include specific best management practices to reduce soil erosion. This is required to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity.</p>	Prior to construction	Applicant for the development (Private developer for private development projects, City for City development projects)	Verification that adequate plan prepared	SSF Building Division	

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
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<p><b>Geo-5: Investigate unstable fill soils and Bay Mud.</b> A Design Level Geotechnical Investigation shall be performed to determine the depth and extent of potentially unstable fill soil and Bay Mud. Based on results of this study, the Geotechnical Engineer shall determine appropriate measures to stabilize the potentially unstable site soils. Consolidation testing of any Bay Mud soils present shall be performed, as part of the Design Level Geotechnical Investigation, and estimates of settlement for the site shall be developed.</p> <p>Methods of unstable soil stabilization may include construction of driven pile foundations that support structures on materials located below fill soils and Bay Mud, and other methods as recommended by the Geotechnical Engineer.</p>	Prior to building permit issuance	Applicant for the development (Private development projects, City for City development projects)	Completion of adequate report	SSF Building Division	
<p><b>Geo-6: Compliance with recommendations of a Geotechnical Investigation and in conformance with Structural Design Plans.</b> A Design Level Geotechnical Investigation shall be prepared for the site under the direction of a California Registered Geotechnical Engineer and shall include analysis for expansion potential of the site soils. Proper foundation engineering and construction shall be performed in accordance with the recommendations of the Geotechnical Investigation. The Geotechnical Investigation shall be reviewed and approved by the City's Geotechnical Consultant and by the City Engineer. A Registered Structural Engineer shall prepare Project structural design plans. The design plans shall identify specific mitigation measures to reduce the effects of expansive surface soils. Mitigations measures may include the following: Excavate expansive soils and replace with at least one foot of non-expansive fill. Design and construct structures to withstand expected stresses by the implementation of the following: minimize use of slab-on-grade floors; support buildings and slabs on non-expansive materials; chemically treat expansive materials to reduce expansion potential; avoid siting structures across soil materials of substantially different expansive properties; extend foundations below the zone of seasonal moisture change; utilize pier-and-grade-beam foundation systems where appropriate; utilize special bending resistant design; and prevent accumulation of surface water adjacent to buildings.</p>	Prior to building permit issuance	Applicant for the development (Private development projects, City for City development projects)	Completion of adequate report	SSF Building Division	

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
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<p><b>Haz-1a: Registration in the Hazardous Materials Business Plan Program.</b> Qualifying businesses occupying and/or operating at the development must submit a Hazardous Materials Business Plan for the safe storage and use of chemicals to the San Mateo County Environmental Health Department prior to the start of operations, and must review and update the entire Business Plan at least once every two years, or within 30 days of any significant change. Plans shall be submitted to the San Mateo County Environmental Health Business Plan Program, which may be contacted at (650) 363-4305 for more information.</p> <p>Businesses qualify for the Hazardous Materials Business Plan Program if they store a hazardous material equal to or greater than the minimum reportable quantities. These quantities are 55 gallons for liquids, 500 pounds for solids and 200 cubic feet (at standard temperature and pressure) for compressed gases. Exemptions include businesses selling only pre-packaged consumer goods; medical professionals who store oxygen, nitrogen, and/or nitrous oxide in quantities not more than 1,000 cubic feet for each material, and whom store or use no other hazardous materials; or facilities that store no more than 55 gallons of a specific type of lubricating oil, and for which the total quantity of lubricating oil not exceed 275 gallons for all types of lubricating oil. These exemptions are not expected to apply to Class A laboratory facilities.</p> <p>The Business Plan must include the type and quantity of hazardous materials, a site map showing storage locations of hazardous materials and where they may be used and transported from, risks of using these materials, included in material safety data sheets for each material, a spill prevention plan, an emergency response plan, employee training consistent with OSHA guidelines, and emergency contact information.</p>	<p>Prior to the start of operations by businesses using hazardous materials</p>	<p>Applicant for the development (Private developer for private development projects, City for City development projects)</p>	<p>Verification of adherence to measures</p>	<p>SSF Building Division</p>	
<p><b>Haz-1b: Compliance with US Department of Transportation, State of California and local laws, ordinances and procedures for transportation of hazardous materials and hazardous wastes.</b> All transportation of hazardous materials and hazardous waste to and</p>	<p>During operations by businesses using</p>	<p>Applicant for the development (Private developer for private</p>	<p>Adherence to stated laws and regulations</p>	<p>SSF Fire Department</p>	

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from the site will be in accordance with Title 49 of the Code of Federal Regulations, US Department of Transportation, State of California, and local laws, ordinances and procedures including placards, signs and other identifying information.	hazardous materials	development projects, City for City development projects)			
<p><b>Haz-2a: Demolition Plan and Permitting.</b> A demolition plan with permit applications shall be submitted to the City of South San Francisco Building Department for approval prior to demolition. The Demolition Plan for safe demolition of existing structures shall include asbestos dust control and incorporate recommendations from the site surveys for the presence of potentially hazardous building materials, as well as additional surveys when required by the City. The Demolition Plan shall address both on-site worker protection and off-site resident protection from both chemical and physical hazards. All contaminated building materials shall be tested for contaminant concentrations and shall be disposed of to appropriate licensed landfill facilities. Prior to building demolition, hazardous building materials such as peeling, chipping and friable lead based paint and asbestos containing building materials shall be removed in accordance with all applicable guidelines, laws, and ordinances. The Demolition Plan shall include a program of air monitoring for dust particulates and attached contaminants. Dust control and suspension of work during dry windy days shall be addressed in the plan. Prior to obtaining a demolition permit from BAAQMD, an asbestos demolition survey shall be conducted in accordance with the requirements of BAAQMD Regulation 11, Rule 2.</p> <p><b>Haz-2b: Additional Soil Sampling of Site Soils.</b> The applicant shall retain a licensed Civil Engineer or Professional Geologist to complete additional surface and subsurface soil sampling to determine if elevated levels of toxic metals, herbicides, motor oil, or wood preservatives are present in site soils. These tests shall take place throughout the Project site. If contamination exceeding commercial/industrial guidelines including the Regional Water Quality Control Board Environmental Screening Levels for commercial/ industrial sites, USEPA Preliminary Remediation Goals for commercial/ industrial sites, and the California Department of</p>	<p>Prior to demolition and soil disturbance</p>	<p>Applicant for the development for private development projects, City for City development projects)</p>	<p>Preparation of adequate plan.</p>	<p>SSF Building Division</p>	

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
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<p>Toxic Substances Control Human Health Screening Levels is detected, then a Site Soil Management Plan and Health and Safety Plan shall be prepared and implemented, as discussed in Mitigation Measure Haz-2c.</p> <p><b>Haz-2c: Implementation of a Site Soil Management Plan.</b> If contamination of site soils is detected, then results shall be submitted to the State of California EPA, pursuant to the Brownfield Memorandum of Agreement, Request for Oversight of a Brownfield Site process, and a Site Soil Management Plan shall be prepared in accordance with recommendations of the environmental consultant and established procedures for safe removal. Specific mitigation measures designed to protect human health and the environment will be provided in the plan. At a minimum the plan shall include, but not be limited to the following:</p> <ol style="list-style-type: none"> <li>(1) Documentation of the extent of previous environmental investigation and remediation at the site.</li> <li>(2) Requirements for site specific Health and Safety Plans (HASPs) to be prepared by all contractors at the Project site. This includes a HASP for all demolition, grading and excavation on the site, as well as for future subsurface maintenance work. The HASP shall include appropriate training, any required personal protective equipment, and monitoring of contaminants to determine exposure. The HASP will be reviewed and approved by a Certified Industrial Hygienist.</li> <li>(3) Description of protocols for the investigation and evaluation of previously unidentified hazardous materials that could be encountered during Project development, including engineering controls that may be required to reduce exposure to construction workers and future users of the site.</li> <li>(4) Requirements for site-specific construction techniques that would minimize exposure to any subsurface contamination found to occur. This shall include treatment and disposal measures for any contaminated groundwater removed from excavations, trenches, and dewatering systems in accordance with San Francisco Bay Regional Water Quality Control Board guidelines.</li> </ol>					



Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
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<p>(5) Sampling and testing plan for excavated soils to determine suitability for reuse or acceptability for disposal at a state licensed landfill facility.</p> <p>(6) Restrictions limiting future excavation or development of the subsurface by residents and visitors to the proposed development if determined necessary through coordination with California EPA.</p> <p>(7) The plan shall be reviewed and approved by the responsible jurisdiction prior to issuance of any demolition, grading and construction permits for the Project.</p>					
<p><b>Haz-2d: California Accidental Release Prevention Program (CalARP).</b> Future businesses at the development shall check the state and federal lists of regulated substances available from the San Mateo County Environmental Health Department (SMCEHD). Chemicals on the list are chemicals that pose a major threat to public health and safety or the environment because they are highly toxic, flammable or explosive. Businesses shall determine which list to use in consultation with the SMCEHD.</p> <p>Should businesses qualify for the program they shall complete a CalARP registration form and submit it to Environmental Health. Following registration, they shall submit a Risk Management Plan (RMP). RMPs are designed to handle accidental releases and ensure that businesses have the proper information to provide to emergency response teams if an accidental release occurs. All businesses that store or handle more than a threshold quantity (TQ) of a regulated substance must develop a RMP and follow it.</p> <p>Risk Management Plans describe impacts to public health and the environment in the event that a regulated substance is released near schools, residential areas, hospitals and childcare facilities. RMPs must include procedures for: keeping employees and customers safe, handling regulated substances, training staff, maintaining equipment, checking that substances are stored safely, and responding to an accidental release.</p>	<p>After construction, prior to start of operations by businesses using hazardous materials</p>	<p>Applicant for the development (Private developer for private development projects, City for City development projects)</p>	<p>Assurance qualifying businesses prepare RMP</p>	<p>SSF Planning Division</p>	

Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Verification		
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<p><b>Hydro-1: Preparation and Implementation of Project SWPPP.</b> Pursuant to NPDES requirements, the Project applicant shall develop a SWPPP to protect water quality during construction and submit the SWPPP as part of project application submittals with the Planning Permit Application and Building Permit Application. The Project SWPPP shall include, but is not limited, to the following mitigation measures for the construction period:</p> <ol style="list-style-type: none"> <li>1) Grading and earthwork shall be allowed with the appropriate SWPPP measures during the wet season (October 1 through April 30) and such work shall be stopped before pending storm events.</li> <li>2) Erosion control/soil stabilization techniques such as straw mulching, erosion control blankets, erosion control matting, and hydro-seeding, shall be utilized, in accordance with the regulations outlined in the Association of Bay Area Governments Manual of Standards for Erosion and Sediment Control Measures. Silt fences used in combination with fiber rolls shall be installed down slope of all graded slopes. Fiber rolls shall be installed in the flow path of graded areas receiving concentrated flows and around storm drain inlets.</li> <li>3) "Best management practices" (BMPs) for preventing the discharge of other construction-related NPDES pollutants beside sediment (i.e. paint, concrete, trash, etc.) to downstream waters such as covered and contained storage areas, contained wash-out areas, and prompt and appropriate disposal.</li> <li>4) After construction is completed, all drainage facilities shall be inspected for accumulated sediment and trash, and these drainage structures shall be cleared of debris and sediment.</li> </ol> <p>In accordance with the handbook C.3 Stormwater Technical Guidance, permanent mitigation measures for stormwater shall be submitted as part of project application submittals with the Planning Permit Application and Building Permit Application. Elements that shall be addressed in the submittals include the following:</p> <ol style="list-style-type: none"> <li>5) Description of potential sources of erosion, sediment, and trash at the Project site. Industrial activities and significant materials and chemicals that could be used at the proposed Project site should</li> </ol>	Prior to construction	Applicant for the development (Private developer for private development projects, City for City development projects)	Verification that adequate plan prepared	SSF Building Division	

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<p>be described. This will include a thorough assessment of existing and potential pollutant sources.</p> <p>6) Identification of BMPs to be implemented at the Project site based on identified industrial activities and potential pollutant sources, including non-point source pollutants. Emphasis shall be placed on source control BMPs, with treatment controls used as needed.</p> <p>7) Development of a monitoring and implementation plan. Maintenance requirements and frequency shall be carefully described including vector control, clearing of clogged or obstructed inlet or outlet structures, trash removal, vegetation/landscape maintenance, replacement of media filters, regular sweeping of parking lots and other paved areas, etc. Wastes removed as a result of the BMPs described above may be hazardous, therefore, maintenance costs shall be budgeted to include disposal at a proper site. Parking lot areas shall be cleared of debris that may enter the storm drain system on a daily basis.</p> <p>8) The monitoring and maintenance program shall be conducted at the frequency agreed upon by the RWQCB and/or City of South San Francisco. Monitoring and maintenance shall be recorded and submitted annually to the State Water Resources Control Board. The SWPPP shall be adjusted, as necessary, to address any inadequacies identified through the monitoring.</p> <p>9) Proposed locations and sizing of stormwater treatment measures shall be included.</p> <p>The applicant shall prepare informational literature and guidance on industrial and commercial BMPs to minimize pollutant contributions from the proposed development. This information shall be distributed to all employees at the Project site. At a minimum the information shall cover: a) proper disposal of commercial cleaning chemicals; b) proper use of landscaping chemicals; c) clean-up and appropriate disposal of hazardous materials and chemicals; and d) prohibition of any washing and dumping of materials and chemicals into storm drains.</p>					

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<p><b>Noise-1: Construction Noise Abatement and Limitation of Construction Hours.</b> Construction hours shall be limited to the hourly restrictions specified in the City Noise Ordinance, and the Project sponsor shall require by contract specification that construction best management practices be implemented by contractors to reduce noise levels to the 90-dBA at 25 feet noise limit specified in the City Noise Ordinance. Required practices shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>Ensuring that construction equipment is properly muffled according to industry standards,</li> <li>Implementing noise attenuation measures such as noise barriers or noise blankets, and</li> <li>Requiring heavily loaded trucks used during construction to be routed away from noise and vibration sensitive uses.</li> </ul>	During construction	Applicant for the development (Private developer for private development projects, City for City development projects)	Adherence to measures during construction	SSF Building Division	
<p><b>Traf-1: Airport Boulevard / Grand Avenue Signal Timing.</b> Adjust signal timing to the approval of the South San Francisco Public Works Department in order to reduce Base Case + Project 95th percentile vehicle queuing for the left turn movement on the southbound Airport Boulevard approach to Grand Avenue to a shorter distance than Base Case queuing for this movement.</p>	Prior to occupancy	Applicant for the development (Private developer for private development projects, City for City development projects)	Coordinate to implement	SSF Public Works Department	
<p><b>Traf-2: E. Grand Avenue / Roebeling Road Turn Lane Extension.</b> The following improvement is not included in the East of 101 Transportation Improvement Program and will not be funded via the Project's traffic impact fee contribution for this program. The Project proponent will be responsible for implementation of the following improvement:</p> <p>Extend the left turn lane on the eastbound E. Grand Avenue approach to Roebeling Road from 75 feet to a minimum of 125 feet and a maximum of 175 feet (as determined by the City Engineer).</p>	Prior to occupancy	Applicant for the development (Private developer for private development projects, City for City development projects)	Coordinate to implement	SSF Public Works Department	
<p><b>Traf-3: E. Grand Avenue / Roebeling Road Signalization.</b> The</p>	Prior to	Applicant for the	Payment of	SSF Public	

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<p>following improvements are not currently included as part of the East of 101 Transportation Improvement Program and will not be funded via the Project's traffic impact fee contribution to this program. The Project proponent will be responsible for implementation of the following improvement or fair-share reimbursement (as determined by the City Engineer) if implemented by another party prior to initiation of construction for this Project:</p> <p>a) Signalize the intersection and coordinate operation with the signal at East Grand Avenue / Forbes Boulevard / Harbor Way.</p> <p>b) Lengthen the single left turn lane on the westbound E. Grand Avenue approach to the Forbes/Harbor intersection to a minimum of 225 feet and a maximum of 260 feet (as determined by the City Engineer). Prohibit left turns to/from all driveways along E. Grand Avenue between these two locations.</p> <p>If this Project implements the above improvements, the City would determine appropriate fair-share reimbursement from the 213 East Grand Avenue project if/when that project proceeds (as determined by the City Engineer.)</p>	occupancy	development for private development projects, City for City development projects)	fair share contribution or coordinate to implement	Works Department	
<p><b>Traf-4: Impacts to Grade Crossing Approach Signing &amp; Pavement Striping.</b> The Project shall provide a fair share contribution towards all needed signs and pavement markings on the approaches to the East Grand Avenue / Forbes Boulevard / Harbor Way intersection "at grade railroad crossing" to meet minimum State Public Utilities Commission requirements as detailed in the 2003 Manual of Uniform Traffic Control Services by the Federal Highway Commission.</p>	Prior to occupancy	Applicant for the development (Private developer for private development projects, City for City development projects)	Payment of fair share contribution	SSF Public Works Department in coordination with California Public Utilities Commission	

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