RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City Clerk City of South San Francisco P.O. Box 711 South San Francisco, CA 94083

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DEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF SOUTH SAN FRANCISCO
AND
BMR-475 ECCLES AVENUE LLC

475 ECCLES AVENUE LIFE SCIENCE CAMPUS SOUTH SAN FRANCISCO, CALIFORNIA

DEVELOPMENT AGREEMENT

[Life Science Campus at 475 Eccles Avenue]

This DEVELOPMENT AGREEMENT FOR THE LIFE SCIENCE CAMPUS AT 475 ECCLES AVENUE is dated September 9, 2016 ("Agreement"), between BMR-475 ECCLES AVENUE LLC, A DELAWARE LIMITED LIABILITY COMPANY ("Owner"), and the CITY OF SOUTH SAN FRANCISCO, a municipal corporation organized and existing under the laws of the State of California ("City"), on the other hand. Owner and the City are 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" or "SSFMC"), establishing procedures and requirements for adoption and execution of development agreements; and
- C. WHEREAS, this Agreement concerns property consisting of a six and one-tenth (6.1) acre site located at 475 Eccles Avenue, in the East of 101 Area Plan as shown and more particularly described in Exhibit A, attached (the "Property"); and
- D. WHEREAS, Owner has a legal or equitable interest in the Property subject to this Agreement; and
- E. WHEREAS, Owner has submitted a development proposal to the City that would permit the development of the Property as depicted in the Project Documents, prepared by CAS Architects, Reed Associates and Kier & Wright attached hereto as Exhibit B; and
- F. WHEREAS, prior to or concurrently with approval of this Agreement, following review and recommendation by the Planning Commission and after a duly noticed public hearing, the City Council, by Resolution No. 93-2016, certified a final environmental impact report covering the Project ("EIR") and adopted written findings, Conditions of Project Approval ("Conditions of Approval") and a Mitigation Monitoring and Reporting Program ("MMRP"), which Conditions of Approval and MMRP are attached as Exhibit C); and
- G. WHEREAS, prior to or concurrently with approval of this Agreement, following review and recommendation by the Planning Commission and after a duly noticed public hearing, the City Council, by Resolution No. 94-2016, approved a conditional use permit to allow Owner to increase the base floor area ratio ("FAR") from five tenths (0.5) to one (1.0) based on an approved "Incentives Program" as provided in Municipal Code Section 20.110.003; and

- H. 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 ("<u>CEQA</u>"), and Chapter 19.60 of the Municipal Code; and
- I. 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
- J. WHEREAS, on July 27, 2016, the City Council adopted Ordinance No. 1522-2016 approving and adopting this Agreement and the Ordinance thereafter took effect on August 26, 2016.

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. <u>Effective Date</u>

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 ("<u>Effective Date</u>").

2. Duration

This Agreement shall expire twelve (12) years from the Effective Date, but in no event later than December 31, 2028. Notwithstanding the foregoing, if litigation against the 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. <u>Project Description; Development Standards For Project</u>

The project to be developed on the Property pursuant to this Agreement (the "<u>Project</u>") shall consist of the phased replacement of existing buildings on the 6.1-acre project site and construction of two new buildings and one parking structure, in multiple phases from 2016 to 2028, and exterior landscaping and driveways, and other related improvements, to create a connected, pedestrian-friendly campus-style development, as more particularly described in the Project Documents 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 development schedule, 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 City Council resolutions required to implement the Project, the EIR dated October 26, 2012 (DEIR) and February 2016 (FEIR), this Agreement, and the applicable ordinances in effect as of the Effective Date, except as modified in this Agreement. The Project will be redeveloped in one or two phases, at Owner's election. Each phase of development will adhere to the governing Municipal Code provisions applicable to the Property as of the Effective Date (except as modified by this Agreement), as well as the Conditions of Approval and the MMRP set forth in Exhibit C hereto.
- (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 and the applicable ordinances in effect as of the Effective Date.
- (c) 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 that are not in conflict with and do not prevent implementation of the Project; 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) 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 or other industry equivalent agency. Owner shall use good faith efforts to achieve a "Silver" (or higher) rating, pursuant to the LEED Green Building Rating System; 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.

4. <u>Permits for Project</u>

All required permits for the Project ("Project Permits") shall comply with all applicable Uniform Codes, the Municipal Code in effect as of the Effective Date, CEQA requirements (including any required mitigation measures) and Federal and State Laws.

5. <u>Vesting of Approvals</u>

Upon the City's approval of this Agreement, the approval shall be vested in Owner and its successors and assigns for the term of this Agreement, provided that the successors and assigns comply with the terms and conditions of the Agreement, including, but not limited to, submission of insurance certificates and bonds for the grading of the Property and construction of improvements.

6. <u>Cooperation Between Parties in Implementation of this Agreement</u>

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 Property 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 Property in accordance with the terms of this Agreement. The City shall proceed in an expeditious manner to complete all actions required for the 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 Property, and inspecting and providing acceptance of or comments on work by Owner that requires acceptance or approval by the City.

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

7. <u>Acquisition of Other Property</u>; Eminent Domain

In order to facilitate and insure development of the Project in accordance with the City Council's approval, the City may assist Owner, at Owner's request and at Owner's sole cost and expense, in acquiring any easements or properties necessary for the satisfaction and completion of any off-site components of the Project required by the City to be constructed or obtained by Owner in the City's approval of the Project, in the event Owner is unable to acquire such easements or properties or is unable to secure the necessary agreements with the applicable property owners for such easements or properties. Owner expressly acknowledges that the City is under no obligation to use its power of Eminent Domain.

8. <u>Maintenance Obligations on Property</u>

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, subject to City approval as permitted or required by 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 Owner, or Owner's member, partner, parent, or subsidiary, no longer owns a majority interest in a parcel or building in the Project, Owner shall first establish an Owner's Association and submit Conditions, Covenants and Restrictions ("CC&Rs") to the City for review and approval by the City Attorney not to be unreasonably withheld, conditioned or delayed. Said CC&Rs shall 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 under this section shall be enforceable by the City.

9. 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 development in accordance with this Agreement.

10. Assessments

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

11. Additional Conditions

Owner shall comply with all of the following requirements:

(a) Fees. Owner shall not be responsible for any fees imposed by the City in connection with the development and construction of the Project, except as outlined in Exhibit D attached hereto and incorporated herein. No fee requirements (other than 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 occurred on or after the Effective Date, shall apply to the Project. Any 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 have general applicability; (ii) the

- application of such fees to the Property is prospective; and (iii) the application of such fees would not prevent development in accordance with this Agreement.
- (b) **Transportation Demand Management Plan**. Owner shall prepare an annual Transportation Demand Management (TDM) report, and submit same to City, to document the effectiveness of the TDM plan in achieving the goal of 35% alternative mode usage by employees within the Project when the Project is built out to a 1.0 FAR or less

The TDM report will be prepared by an independent consultant, retained by City with the approval of Owner (which approval shall not be unreasonably withheld or delayed) and paid for by Owner, which consultant will work in concert with Owner's TDM coordinator. The TDM report will include a determination of historical employee commute methods, which information shall be obtained by survey of all employees working in the redeveloped buildings on the Property. All non-responses to the employee commute survey will be counted as a drive alone trip. TDM monitoring shall be required and conducted pursuant to South San Francisco Municipal Code, Chapter 20.400, as that Chapter may be revised, amended, or reorganized from time to time.

- 1) <u>TDM Reports</u>: The initial TDM report for each redeveloped building on the Property will be submitted two (2) years after the granting of a certificate of occupancy with respect to the building, and this requirement will apply to all of the redeveloped buildings on the Property except the parking facility. The second and all later reports with respect to each building shall be included in an annual comprehensive TDM report submitted to City covering all of the redeveloped buildings on the Property which are submitting their second or later TDM reports.
- Report Requirements: The goal of the TDM program is to encourage alternative mode usage, as defined in Chapter 20.400 of the South San Francisco Municipal Code. The initial TDM report shall either: (1) state that the applicable property has achieved the Targeted Alternative Mode Usage, based on the number of employees in the redeveloped buildings at the time, providing supporting statistics and analysis to establish attainment of the goal; or (2) state that the applicable property has not achieved the Targeted 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 attain the Targeted Alternative Mode Usage.
- Penalty for Non-Compliance: If after the initial TDM report, subsequent annual reports indicate that, in spite of the changes in the TDM plan, the Targeted Alternative Mode Usage is still not being achieved, or if Owner fails to submit such a TDM report at the times described above, City may assess Owner a penalty in the amount of Fifteen Thousand Dollars (\$15,000.00) per year for each percentage point that the actual alternative mode usage is below the Targeted Alternative Mode Usage goal.

- i. In determining whether a financial penalty is appropriate, City may consider whether Owner has made a good faith effort to meet the TDM goals.
- ii. If 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 of the TDM plan (commencing with the first year in which a penalty could be imposed), such penalty sums, in the City's sole discretion, may be used by Owner toward the implementation of the TDM plan instead of being paid to City. If the penalty is used to implement the TDM Plan, an Implementation Plan shall be reviewed and approved by the City prior to 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 and Research and Development use permitted to be constructed on the Property. For example, if there is 200,000 square feet of completed construction on the Property included within the TDM report with respect to which the penalty is imposed, the penalty would be determined by multiplying Fifteen Thousand Dollars (\$15,000.00) times a fraction, the numerator of which is 200,000 square feet and the denominator of which is the maximum amount of square feet of building construction, excluding parking facilities, permitted on the Property; this amount would then be multiplied by the number of percentage points that the actual alternative mode usage is below the Targeted Alternative Mode Usage goal.
- iv. The provisions of this section are incorporated as Conditions of Approval for the Project and shall be included in the approved TDM for the Project.
- (c) **EIR**. The Parties will adhere to the Conditions of Approval for the Project and the Mitigations which result from the EIR and MMRP. Entitlement review for future Project phases will be limited in scope, so long as consistent with the EIR and the Project Documents.
- (d) Climate Action Plan. The Project shall comply with the *City of South San Francisco Climate Action Plan Adopted February 13, 2014* (the "CAP"). The applicable measures from the CAP are as follows:
 - 1) Measure 2.1, Action 5 (provide conduit for future electric vehicle charging installations);

- 2) Measure 3.4, Action 1 (encourage high-albedo surfaces, as identified in voluntary CALGreen standards)
- Measure 4.1, Action 2 (requiring construction of new nonresidential conditioned space 5,000 square feet or more to comply with one of the following standards: (i) Meet a minimum of 50% of modeled building electricity needs with on-site renewable energy sources; (ii) participate in a power purchase agreement to offset a minimum of 50% of modeled building electricity use; (iii) comply with CALGreen Tier 2 energy efficiency requirements to exceed mandatory efficiency requirements by 20% or more.)

To comply with this Measure 4.1, Action 2, the Project must demonstrate that it is projected to achieve the CAP target of a 50% or 20% reduction (or offset) below the energy demand that would result if the Project were built under the assumptions used in the CAP's Adjusted Business As Usual (ABAU) projections.

- 4) Measure 4.1, Action 3 (install conduit to accommodate wiring for solar); and
- Measure 6.1, Action 2 (Revitalize implementation and enforcement of the Water Efficient Landscape Ordinance by undertaking one of the following: (i) establishing a variable-speed pump exchange for water features; (ii) limiting turf area in commercial and large multi-family projects; (iii) restricting hours of irrigation to occur between 3:00 a.m. and two hours after sunrise; (iv) installing irrigation controllers with rain sensors; (v) landscaping with native, water-efficient plants; (vi) installing drip irrigation systems; (vii) reducing impervious surfaces.

12. Indemnity

Owner agrees to indemnify, defend (with counsel selected by the City subject to the reasonable approval of Owner) and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may 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 gross negligence or willful misconduct of the City, its contractors, subcontractors, agents or employees or with respect to 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 provided in an improvement agreement or maintenance bond).

13. Interests of Other Owners

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

14. 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 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 Owner's notice, provided all necessary documents, certifications and other information evidencing the ability of the transferee's ability to perform under this Agreement, are provided to the City Manager.
- (c) Exception for Notice. Notwithstanding Section 14(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, (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 by merger, 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 14(a), Section 14(b) or Section 14(c) of this Agreement, Owner shall be released from the obligations under this Agreement, with respect to the Property, or portion thereof, transferred, sold, or assigned, arising 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, where such approval is required as set forth in Section 14(b), above.

- (e) Owner's Right to Retain Specified Rights or Obligations. Notwithstanding Section 14(a) and Section 14(c), 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. 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) <u>Time for Notice</u>. 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 and Section 14(b) shall not release the Owner from its obligations to the City under this Agreement until such time as the City is provided notice in accordance with Section 14(b).

15. Insurance

- (a) Commercial General Liability Insurance. At all times that Owner is constructing any portion or phase of the Project, or any improvement related to any portion or phase of the Project, Owner shall maintain in effect a policy of commercial general liability insurance with a per-occurrence combined single limit of not less than [ten million dollars (\$10,000,000.00)]. With the exception of workers' compensation and employer's liability, this insurance shall include City as an additional insured to the extent liability is caused by work or operations performed by or on behalf of Owner.
- (b) <u>Workers Compensation Insurance</u>. At all times that Owner is constructing any portion or phase of the Project, or any improvement related to any portion or phase of the Project, Owner shall maintain Worker's Compensation insurance for all persons employed by Owner for work at the Project site. Owner shall require each contractor and subcontractor similarly to provide Worker's Compensation insurance for its respective employees. Owner agrees to indemnify the City for

any damage resulting from Owner's failure to maintain any such required insurance.

- (c) Evidence of Insurance. Prior to commencement of any construction of any portion or phase of the Project, or any improvement related to any portion or phase of the Project, Owner shall furnish the City satisfactory evidence of the insurance required in subsections (a) and (b).
 - In the event of a reduction (below the limits required in this Agreement) or cancellation in coverage, or an adverse material change in insurance coverage and limits required in this Agreement, Owner shall, prior to such reduction, cancellation or change, 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 no notice has been provided by either insurer or Owner, said failure shall constitute a material breach 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 during which time no persons shall enter the Property to construct improvements thereon, including construction activities related to the landscaping and common improvements. Additionally, no persons not employed by existing tenants shall enter the Property to perform such work until such time as the City receives evidence of substitute coverage.
 - 3) If Owner fails to obtain substitute coverage within ten (10) days, 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.
- (d) The insurance shall include the City, its elective and appointive boards, commissions, officers, agents, employees and representatives as additional insureds on the policies.

16. 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.

17. 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 18 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.

18. 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 the Agreement shall be approved by the City Council in accordance with Chapter 19.60 of the Municipal Code.

19. 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 reasonable 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.

20. <u>Amendment or Cancellation of Agreement</u>

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.

21. 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.

22. Events of Default

Failure by either Party to perform any material term or provision of this Agreement shall constitute a default. Owner shall also specifically 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 Owner to the City is false or proves to have been false in any material respect when it was made; or,
- (b) 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) Owner 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.

23. <u>Procedure Upon Default</u>

- (a) Upon the occurrence of an event of default, either Party may terminate or modify this Agreement in accordance with the provisions of Government Code Section 65865.1 and of Chapter 19.60 of the Municipal Code, provided Section 23(e) has been complied with.
- (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 the City or Owner to enforce any provision of this Agreement shall be deemed to be a waiver of any provision of this Agreement or of any subsequent breach of the same or any other provision.
- (d) Any actions for breach of this Agreement shall be decided in accordance with California law. The remedy for breach of this Agreement shall be limited to specific performance and attorneys' fees as provided in Section 24(a).
- (e) The non-defaulting Party shall give the defaulting Party written notice of any default 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, the defaulting Party shall have such additional time to cure as is reasonably necessary.

24. Attorneys' Fees and Costs

- (a) <u>Action by Party</u>. 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 an action at law or in equity to challenge the validity of any provision of this Agreement or the Project approvals, the Parties shall cooperate in defending such action. Owner shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding or payable to any prevailing plaintiff/petitioner.

25. 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.

26. No Third Parties Benefited

No person other than the City, Owner, or 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.

27. 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.

28. 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.

29. Bankruptcy

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

30. 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) <u>Notice of Default to Mortgagee</u>. 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) <u>Mortgagee's Consent to Modifications</u>. 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 City by written notice given to the City within thirty (30) days from the date written notice of such amendment or modification is given by the City or Owner to the Mortgagee, reasonable evidence of the delivery of which notice shall be provided to the City if given only by Owner.

31. <u>Estoppel Certificate</u>

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. However, a failure to return a certificate within ten (10) days shall not be deemed a default of the Party's obligations under this Agreement and no cause of action shall arise based on the failure of a Party to execute such certificate within ten (10) days. The City Manager shall have the right to execute the certificates requested by Owner hereunder. 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 its cost.

32. 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, when prevented or delayed from so doing by certain causes beyond its control, including, and limited to, 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 and acts of the government (other than City) and/or a material adverse change in the financial and commercial real estate demand markets, conditions which indicate an insufficient economic return, including resource scarcities that make construction prohibitively expensive and/or the inability of Owner to obtain funds for the Project, due to the financial marketplace, (other than Owner's inability to obtain financing related to Owner's financial condition) and are beyond the control or without the fault of the party

claiming an extension of time. 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.

33. 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 obligation 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.
- (f) This Agreement may be executed in multiple originals, each of which is deemed an original, and may be signed in counterparts.

34. Exhibits

Exhibits to this Agreement, including the following, are all incorporated into this Agreement by reference, as if set forth fully herein.

Exhibit A — Legal Description and Map of Property

Exhibit B — Project Documents

Exhibit C — Conditions of Approval and EIR Mitigation and Monitoring Program

Exhibit D — Applicable City Laws/Fees

35. 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. Notices to the City shall be addressed as follows:

City Clerk P.O. Box 711 South San Francisco, CA 94083

Notices to Owner shall be addressed as follows:

BMR-475 Eccles Avenue LLC 17190 Bernardo Center Drive San Diego, CA 92128

Attn: Vice President, Real Estate Legal

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.

	REOF this Agreement has been executed by the Parties on the day and year
first above written.	CITY:
	CITY OF SOUTH SAN FRANCISCO
	By: City Manager
ATTEST:	
City Clerk	
APPROVED AS TO	FORM:
City Attorney	
	OWNER:
	BMR-475 ECCLES AVENUE LLC
	By: Its:

2614089.1

Exhibit A

Legal Description and Map of Property

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

LOT 8, BLOCK 15, AS DESIGNATED ON THE MAP ENTITLED "SOUTH SAN FRANCISCO INDUSTRIAL PARK", UNIT NO. 3-B, 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 MARCH 24, 1965, IN BOOK 62 OF MAPS AT PAGES 3, 4, 5, 6, 7 AND 8.

PARCEL TWO:

A PORTION OF LOT 7, BLOCK 15, AS DESIGNATED ON THE MAP ENTITLED "SOUTH SAN FRANCISCO INDUSTRIAL PARK, UNIT NO. 3-B, 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 MARCH 24, 1965, IN BOOK 62 OF MAPS AT PAGES 3, 4, 5, 6, 7 AND 8, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED OF TRUST FROM WILLIAM VOLKER & COMPANY OF SAN FRANCISCO, INCORPORATED, TO CROCKER CITIZENS NATIONAL BANK, RECORDED IN BOOK 4722, OF OFFICIAL RECORDS, PAGE 366, SAN MATEO COUNTY RECORDS; THENCE FROM A TANGENT WHICH BEARS 77° 40′ 40″ W, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 363,74 FEET, THROUGH A CENTRAL ANGLE OF 0°19′42″ AN ARC DISTANCE OF 2.08 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, 561.00 FEET FROM THE NORTHEASTERLY LINE OF SAID PARCEL; THENCE ALONG SAID PARALLEL LINE, N 39° 56′ 25″ W, 13.95 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID PARCEL, THENCE ALONG SAID SOUTHWESTERLY LINE, S 47° 00′ 31′ E, 15.03 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM SAID PARCELS ONE AND TWO WATER RIGHTS AS CONVEYED TO CALIFORNIA WATER SERVICE COMPANY, A CALIFORNIA CORPORATION BY DEED RECORDED MAY 14, 1965, BOOK 4952, PAGE 630, OFFICIAL RECORDS.

PARCEL THREE:

AN EASEMENT FOR ACCESS TO LIGHT AND AIR OVER PORTION OF LOT 25, BLOCK 15, AS SHOWN ON THE MAP ENTITLED "SOUTH SAN FRANCISCO INDUSTRIAL PARK UNIT NO. 3", FILED FOR RECORD ON JULY 11, 1958, IN VOLUME 49 OF MAPS AT PAGES 25 TO 28 INCLUSIVE, RECORDS OF SAN MATEO COUNTY, CALIFORNIA, AS GRANTED IN DEED FROM CABOT, CABOT AND FORBES CALIFORNIA PROPERTIES, INC. TO WILLIAM VOLKER AND COMPANY OF SAN FRANCISCO, INC., RECORDED APRIL 1, 1964 IN BOOK 4679, PAGE 528, OFFICIAL RECORDS, AND AS SHOWN ON MAP OF SOUTH SAN FRANCISCO INDUSTRIAL PARK NO. 3-B HEREIN MENTIONED.

PARCEL FOUR:

AN EASEMENT FOR RAILROAD PURPOSES OVER A PORTION OF LOT 9, IN BLOCK 15, AS DESIGNATED ON THE MAP ENTITLED "SOUTH SAN FRANCISCO INDUSTRIAL PARK, UNIT NO. 3-B, 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 MARCH 24, 1965, IN BOOK 62 OF MAPS AT PAGES 3, 4, 5, 6, 7 AND 8, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 9; THENCE FROM SAID POINT OF BEGINNING N 50° 03′ 35″ E 200.00 FEET; THENCE S 39° 51 25″ E 5.00 FEET; THENCE S 50° 03′ 35″ W 20.00 FEET; THENCE S 43° 21′ 35′ W 60.00 FEET; THENCE S 37° 2516″ W 123.40 FEET; THENCE N 39° 56′ 25″ W 39.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT IS APPURTENANT TO PARCEL ONE ABOVE, AND WAS CREATED BY THAT CERTAIN DEED RECORDED AUGUST 31, 1964 IN <u>BOOK 4788, PAGE 71, OFFICIAL RECORDS</u> OF SAN MATEO COUNTY, CALIFORNIA.

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED PORTION OF SAID LOT 7:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 7, BLOCK 15, AS SHOWN ON THAT CERTAIN MAP ENTITLED "SOUTH SAN FRANCISCO INDUSTRIAL PARK UNIT NO. 3-B", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, IN BOOK 62 OF MAPS, AT PAGE(S) 3 THROUGH 8, SAID POINT OF COMMENCEMENT BEING THE COMMON CORNER OF LOT 7 AND LOT 8, BLOCK 15, ON THE NORTHWESTERLY LINE OF ECCLES AVENUE AS SAID LOTS AND AVENUE IS SHOWN UPON SAID MAP; THENCE NORTH 47° 00' 31" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 7, A DISTANCE OF 203.63 FEET; THENCE SOUTH 2° 00' 31" EAST 28.28 FEET TO A LINE PARALLEL WITH AND DISTANT 20.00 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID NORTHEASTERLY LINE; THENCE SOUTH 47° 00' 31" EAST 73.33 FEET TO THE SAID NORTHWESTERLY LINE OF ECCLES AVENUE; THENCE SOUTH 17° 00' 31" EAST 73.33 FEET TO THE SAID NORTHWESTERLY LINE OF ECCLES AVENUE; THENCE ALONG A CURVE TO THE RIGHT FROM A TANGENT BEARING OF NORTH 67° 24' 15" EAST, HAVING A RADIUS OF 363.74 FEET, A CENTRAL ANGLE OF 19° 16' 26" AND AN ARC LENGTH OF 65.22 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LOT 7, BLOCK 15, AS DESIGNATED ON SAID MAP DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, DATED July 28, 1964, FROM CABOT, CABOT & FORBES CALIFORNIA PROPERTIES, INC. TO WILLIAM VOLKER & COMPANY OF SAN FRANCISCO INC., RECORDED AUGUST 31, 1964, IN BOOK 4788, PAGE 73, OFFICIAL RECORDS OF THE COUNTY OF SAN MATEO.

SAID EASEMENT TO BE APPURTENANT TO AND USED JOINTLY BY THE OWNERS OF LOTS 7 AND 8, BLOCK 15, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

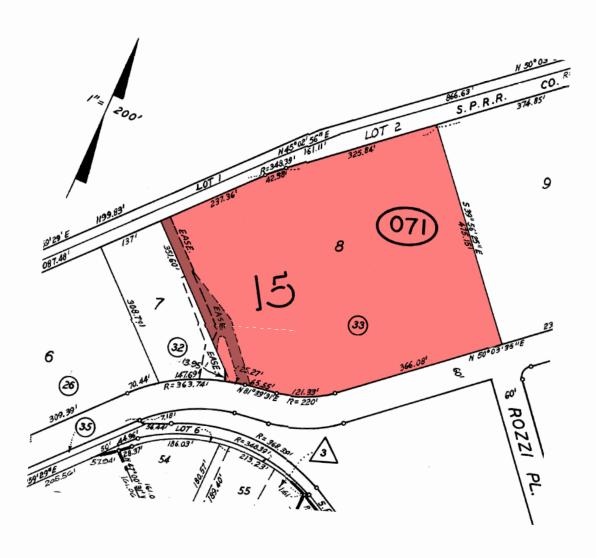
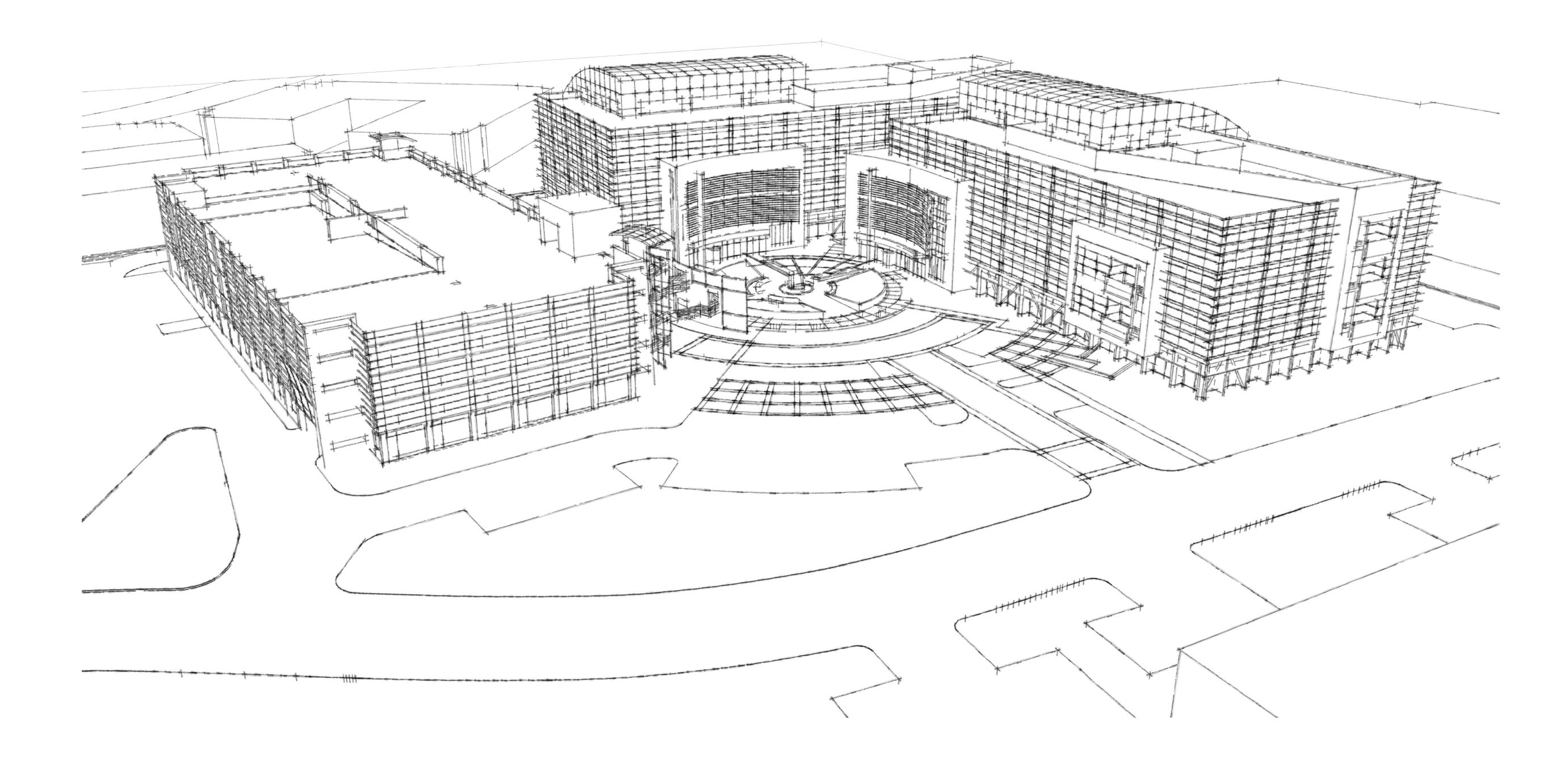


Exhibit B

Project Documents



DESIGN TEAM

owner



civil engineer

Kier & Wright

925.245.8788

925.245.8796 fax

2850 Collier Canyon Road

Contact: Stephen Reynolds

E-mail: sreynolds@kierwright.com

Livermore, CA 94551

BioMed Realty Trust

7677 Gateway Blvd, Suite 100 Newark, CA 94560 510.505.6046 510.795.2985 fax Contact: Andrew Richard E-mail: andrew.richard@biomedrealty.com 650.967.6600

CAS Architects, Inc. 1023 Shoreline Boulevard Mountain View, CA 94043

landscape architect

Reed Associates

477 S. Taaffe Street

408.481.9022 fax

408.481.9020

Sunnyvale, CA 94086

Contact: Paul J. Reed

E-mail: paul@rala.net

architect CAS Architects, Inc.

> 1023 Shoreline Boulevard Mountain View, CA 94043 650.967.6600 650.967.6616 fax Contact: José Cotto E-mail: jose@casarch.com

parking architect/planner

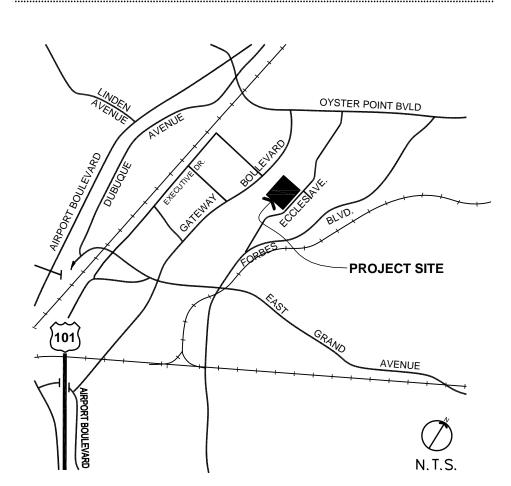
Watry Design, Inc. 100 Century Center Court, Suite 600 San Jose, CA 95112 408 392-7900 Contact: Matt Davis E-mail: mdavis@watrydesign.com

lighting engineer

PM Greene Engineers 1740 Technology Drive, Suite 210 San Jose, CA 95110 408.200.7200 408.200.7201 fax Contact: Vish Ponnathpore E-mail: vish.ponnathpore@greene-engineers.com structural engineer

Rinne & Peterson 1121 San Antonio Road, Suite C200 Palo Alto, CA 94303-4311 650.428.2860 650.428.2861 fax Contact: Aaron Kvamme E-mail: aaronkvamme@rpse.com

LOCATION



SHEET INDEX

P-A4.2

P-A4.3

P-P2.2

P-P3.1

P-P3.2

P-E1.1

P-A0.1 REFERENCE EXISTING SITE CONDITIONS P-A0.2 **EXISTING SITE PHOTOS** P-C1 **EXISTING CONDITIONS** PRELIMINARY GRADING PLAN P-C2 P-C3 STORM WATER QUALITY CONTROL PLAN P-L1.0 PRELIMINARY PLANTING PLAN P-L1.1 PRELIMINARY COURTYARD PLANTING PLAN P-L1.2 PROPOSED TREE DIMENSION PLAN P-L1.3 TREE SHADING PLAN P-L2.0 LANDSCAPE HYDRO-ZONE PLAN P-A1.0 SITE PLAN, ROOF PLAN AND SITE CALCULATIONS P-A1.1 SITE PLAN AND SITE DATA P-A1.1A **ENVIRONMENTAL MEASURES** P-A1.2 SITE SECTIONS SITE PLAN, PHASE 1 P-A1.3 P-A2.1 BUILDING A FLOOR PLANS P-A2.2 BUILDING B FLOOR PLANS P-A3.1 **BUILDING A ELEVATIONS** P-A3.2 **BUILDING B ELEVATIONS** P-A4.1 **BUILDING A SECTIONS**

BUILDING B SECTIONS

GROUND LEVEL PARKING PLAN

SECOND, TYPICAL AND FIFTH LEVEL PARKING PLANS

GLASS SKIN STUDY

BUILDING SECTIONS

BUILDING ELEVATIONS

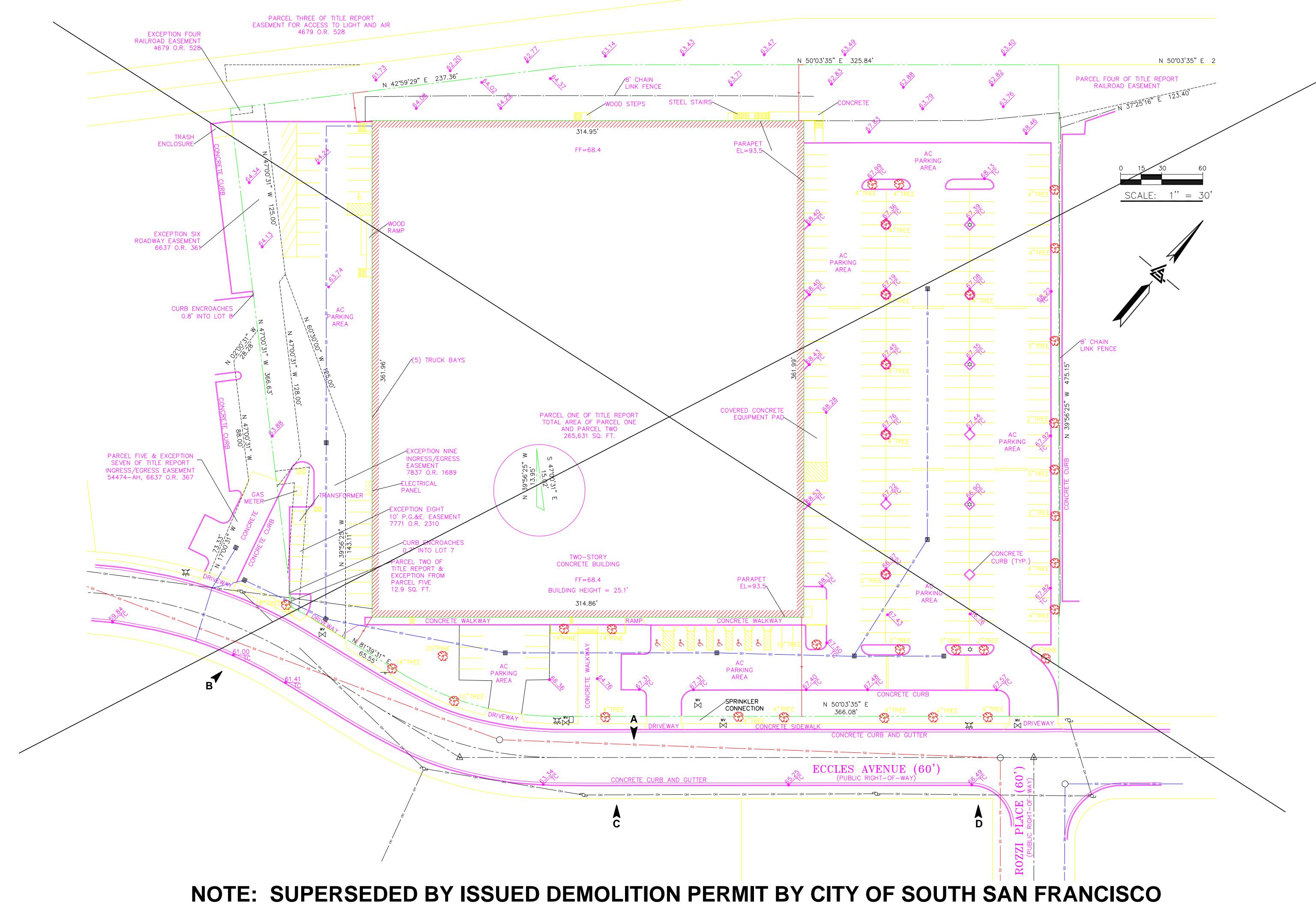
SITE PLAN PHOTOMETRIC

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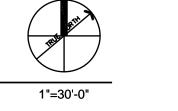
LIFE SCIENCE CAMPUS - 475 ECCLES PLANNING PACKAGE

475 Eccles Avenue South San Francisco, CA 94080

PLANNING RESUBMITTAL: 09.19.14 PLANNING COMMISSION: 11.26.12 PLANNING RESUBMITTAL: 05.24.12 CAS JOB NO: 2011-073 DATE: 11.15.11 Development Agreement page 27 of 90 -



EXISTING SITE CONDITIONS





PLANNING SUBMITTAL	11.15.11
PLANNING REVIEW	04.12.12
PLANNING RESUBMITTAL	05.24.12
PLANNING COMMISSION	11.26.12
PLANNING RESUBMITTAL	09.19.14

DATE



LIFE SCIENCE CAMPUS - 475 ECCLES

475 ECCLES AVENUE South San Francisco, CA 94080

	TEL 650.967.6 FAX 650.967.6 www.casarch.c
	José Cotto, A.I.A
SHEET TITLE	
	REFERENCE EXISTING SITE
	CONDITIONS
SHEET	CONDITIONS

- Development Agreement page 28 of 90 -



SITE PHOTO D - LOOKING NORTH



SITE PHOTO C - LOOKING NORTH



SITE PHOTO B - LOOKING NORTH-EAST



SITE PHOTO A - LOOKING SOUTH

NOTE: SUPERSEDED BY ISSUED DEMOLITION PERMIT BY CITY OF SOUTH SAN FRANCISCO

REV.	DESCRIPTION	DATE
	PLANNING SUBMITTAL	11.15.11
	PLANNING REVIEW	04.12.12
	PLANNING RESUBMITTAL	05.24.12
	PLANNING COMMISSION	11.26.12
	PLANNING RESUBMITTAL	09.19.14
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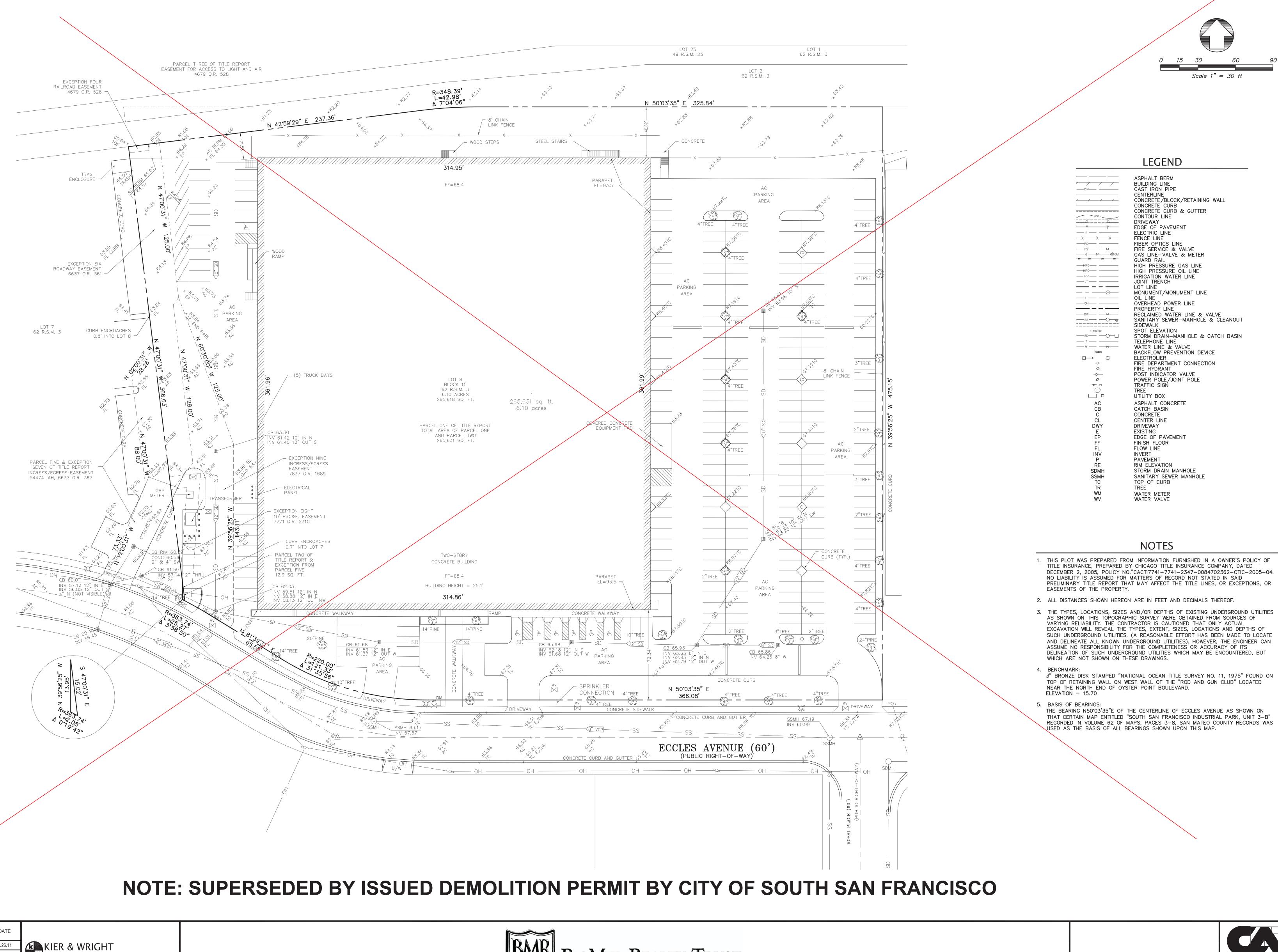
- Development Agreement page 29 of 90 -

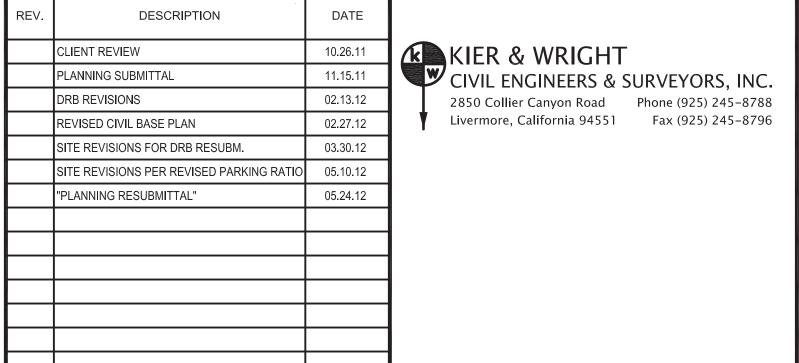
	CAS Architects, Inc 1023 N Shoreline Blvd Mountain View, CA 94043 TEL 650.967.6600 FAX 650.967.6616 www.casarch.com				
José Cotto,	A.I.A				
SHEET TITLE					
FXISTING SITE					

EXISTING SITE PHOTOS

P-A0.2

CLIENT PROJECT ID: N/A CAS JOB NO: 20





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LIFE SCIENCE CAMPUS - 475 ECCLES

475 ECCLES AVENUE South San Francisco, CA 94080

	FAX 650.967.6616 www.casarch.com	
ET TITLE		
	EXISTING CONDITIONS	

DATE OCTOBER, 2011 SHEET

SCALE 1" = 30'

DESIGNER SAR

JOB NO. A11551-1 OF 3 SHEETS

HIGH PRESSURE GAS LINE

MONUMENT/MONUMENT LINE

RECLAIMED WATER LINE & VALVE SANITARY SEWER-MANHOLE & CLEANOUT

STORM DRAIN-MANHOLE & CATCH BASIN

HIGH PRESSURE OIL LINE

IRRIGATION WATER LINE

OIL LINE OVERHEAD POWER LINE PROPERTY LINE

SPOT ELEVATION

TELEPHONE LINE

JOINT TRENCH

BUILDING LINE

CENTERLINE

CAST IRON PIPE

CONTOUR LINE

— G — ₩ — ĜGM GAS LINE-VALVE & METER

EDGE OF PAVEMENT

FENCE LINE FIBER OPTICS LINE

FIRE SERVICE & VALVE

CONCRETE/BLOCK/RETAINING WALL

CONCRETE CURB
CONCRETE CURB & GUTTER

BACKFLOW PREVENTION DEVICE

FIRE DEPARTMENT CONNECTION

ELECTROLIER

FIRE HYDRANT

UTILITY BOX

CATCH BASIN

CENTER LINE

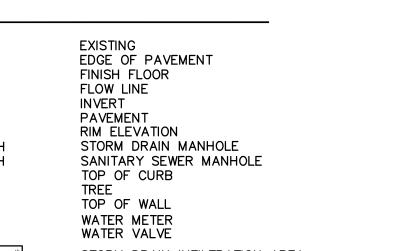
CONCRETE

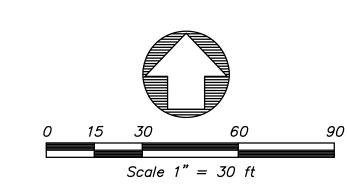
ASPHALT CONCRETE

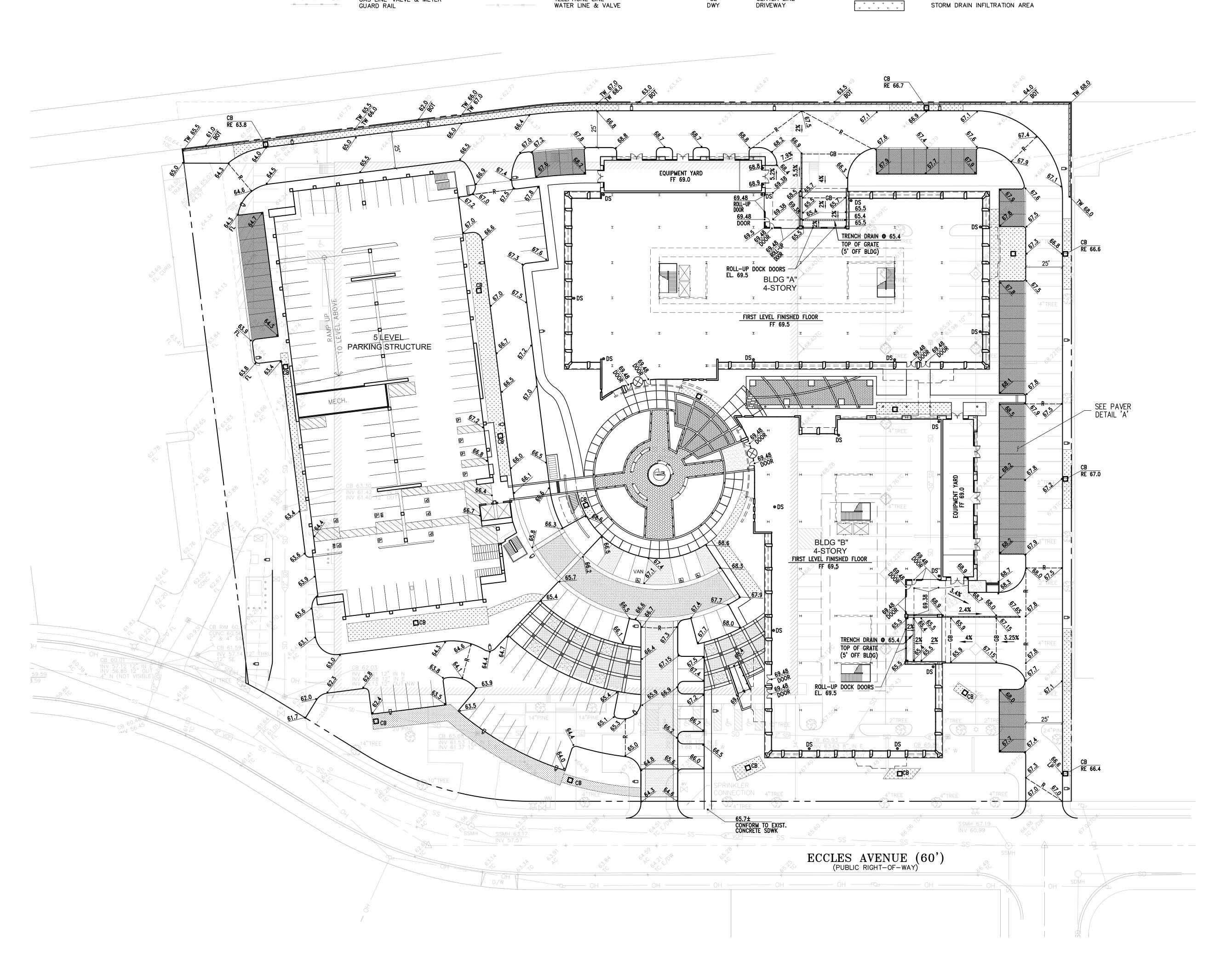
BOTTOM OF WALL

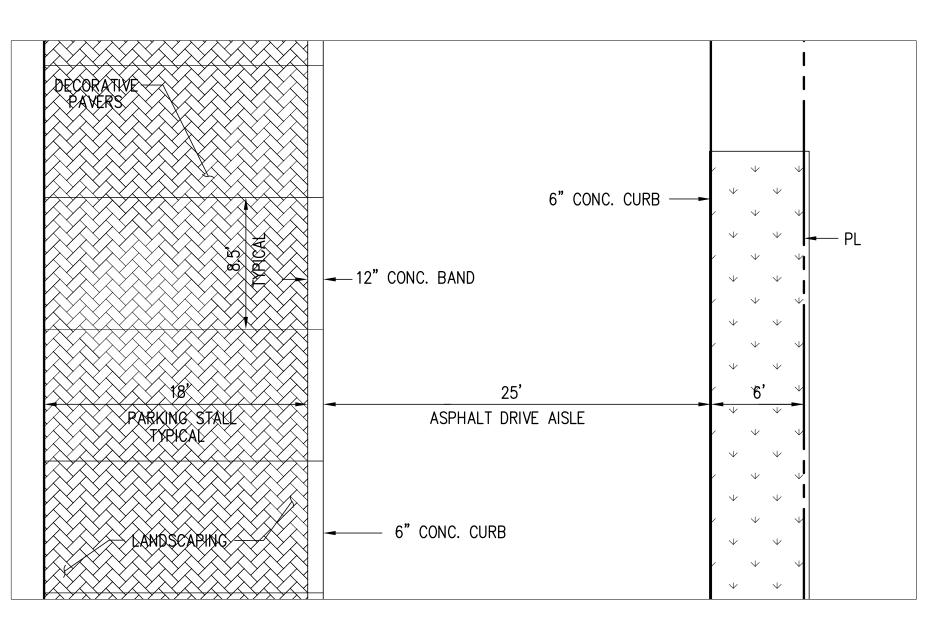
POST INDICATOR VALVE

POWER POLE/JOINT POLE TRAFFIC SIGN









PAVER DETAIL

GRADING NOTES

- 1. ALL GRADING SHALL BE DONE IN ACCORDANCE WITH RECOMMENDATIONS IN THE UPDATED GEOTECHNICAL INVESTIGATION REPORT PREPARED FOR THIS SITE BY CLEARY CONSULTANTS, INC. DATED DECEMBER 23, 2011, PROJECT NO. 1327.1, SER. 3478
- 2. CONTRACTOR SHALL DETERMINE HIS OWN EARTH QUANTITIES AND BASE HIS BID
- 3. COMPACTION TO BE DETERMINED PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
- 4. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESES IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN NOT ASSUME RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THEIR DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT ARE NOT SHOWN ON THESE DRAWINGS.
- 5. ADJUSTMENTS TO BUILDING PAD ELEVATIONS OR PARKING LOT GRADES TO ACHIEVE EARTHWORK BALANCE SHALL BE MADE ONLY WITH APPROVAL OF THE
- 6. ALL WORK, ON—SITE AND IN THE PUBLIC RIGHT—OF—WAY, SHALL CONFORM TO THE CITY OF SOUTH SAN FRANCISCO STANDARDS AND REQUIREMENTS

EARTHWORK SUMMARY

CUT: <u>2815 CY</u>

FILL: <u>2720 CY</u>

HIS BID ACCORDINGLY.

NOTE:
THE EARTHWORK QUANTITIES LISTED ON THESE PLANS ARE STATED ONLY FOR CALCULATION OF GRADING AND BUILDING PERMIT FEES. THESE QUANTITIES DO NOT INCLUDE TRENCH OR FOOTING SPOILS, SHRINK OR SWELL FROM COMPACTING EFFORTS OR OTHER VARIABLES. THE ENGINEER MAKES NO REPRESENTATION THIS SITE WILL BALANCE. THE CONTRACTOR SHALL DETERMINE HIS OWN EARTHWORK QUANTITIES AND BASE

PREPARED BY OR UNDER THE SUPERVISION OF DATE STEPHEN A. REYNOLDS, R.C.E 70005

DATE

DATE

PROFESSIONAL

PROF

REV.	DESCRIPTION	DATE	
	CLIENT REVIEW	10.26.11	KIER & WRIGHT
	PLANNING SUBMITTAL	11.15.11	CIVIL ENGINEERS & SURVEYORS, INC.
	DRB REVISIONS	02.13.12	2850 Collier Canyon Road Phone (925) 245-8788
	REVISED CIVIL BASE PLAN	02.27.12	Livermore, California 94551 Fax (925) 245–8796
	SITE REVISIONS FOR DRB RESUBM.	03.30.12	
	SITE REVISIONS PER REVISED PARKING RATIO	05.10.12	
	"PLANNING RESUBMITTAL"	05.24.12	



LIFE SCIENCE CAMPUS - 475 ECCLES

475 ECCLES AVENUE

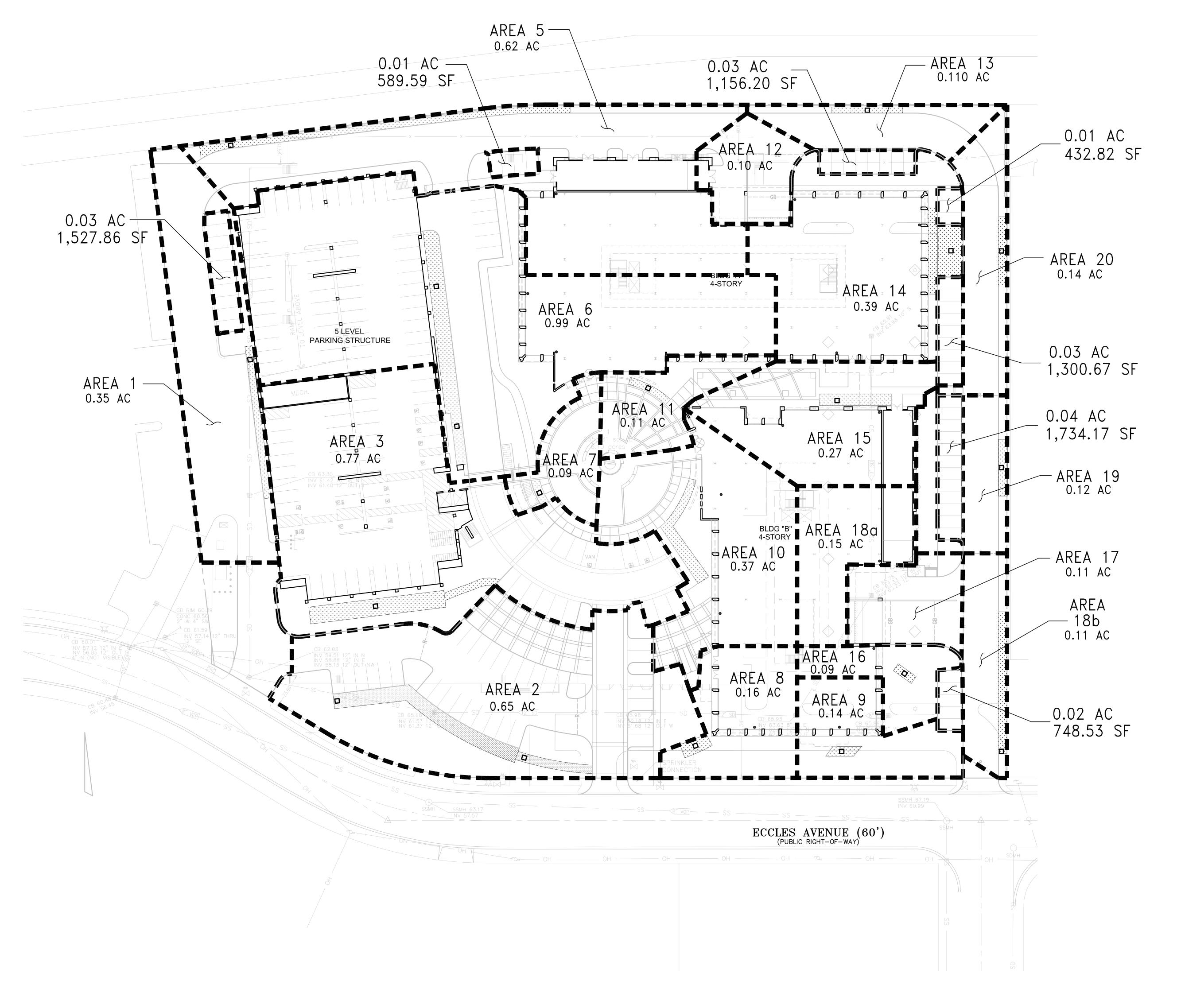
South San Francisco, CA 94080

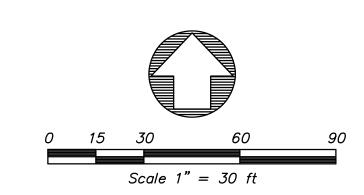
elopment Agreement page 31 of 90



PRELIMINARY
GRADING PLAN

DATE	OCTOBER, 2011	SHEET	
SCALE	1" = 30'		C 2
DESIGNER	SAR		O_L
JOB NO.	A11551-1	OF	3 SHEETS





BIO-RETENTION PLANTER SIZING

							<u> </u>
Area ID	Total Area (AC)	Total Area (SF)	Pervious (SF)	Impervious (SF)	Minimum Swale* (SF)	Number of Trees** (Each)	Design Swale*** (SF)
1	0.35	15246	3257	11989	480	0	540
2	0.65	28314	11326	16988	680	0	764
3	0.77	33541	5403	28138	1126	0	1266
4		•		Not Used			
5	0.62	27007	6089	20918	837	8	1101
6	0.99	43124	6990	36134	1445	8	1786
7	0.09	3920	1683	2237	89	0	101
8	0.16	6970	2920	4050	162	0	182
9	0.14	6098	3401	2697	108	0	121
10	0.37	16117	3073	13044	522	0	587
11	0.11	4792	1330	3462	138	0	156
12	0.10	4356	125	4231	(DS Unit***	*
13	0.11	4792	1763	3029	121	2	176
14	0.39	16988	3437	13551	542	2	650
15	0.27	11761	2617	9144	366	0	411
16	0.09	3920	2484	1436	57	0	65
17	0.11	4792	323	4469	CDS Unit****		*
18a+18b	0.26	11326	2079	9247	370	4	496
19	0.12	5227	819	4408	176	1	218
20	0.14	6098	3404	2694	108	3	181

* 4% of the Impervious Area is the minimum per the San Mateo County C.3 Guidelines

** Number of Trees is per the landscape plan. Trees are counted only in the treatment p

*** Design swale = 4.5% impervious area + 20sf per tree

****See the Manufacturers information for treatment methods and sizing

PREPARED BY OR UNDER THE SUPERVISION OF STEPHEN A. REYNOLDS, R.C.E 70005



Mountain View, CA 94043 TEL 650.967.6600

REV.	DESCRIPTION	DATE	
	CLIENT REVIEW	10.26.11	KIER & WRIGHT
	PLANNING SUBMITTAL	11.15.11	CIVIL ENGINEERS & SURVEYORS, IN
	DRB REVISIONS	02.13.12	2850 Collier Canyon Road Phone (925) 245-8788
	REVISED CIVIL BASE PLAN	02.27.12	Livermore, California 94551 Fax (925) 245–8796
	SITE REVISIONS FOR DRB RESUBM.	03.30.12	
	SITE REVISIONS PER REVISED PARKING RATIO	05.10.12	
	"PLANNING RESUBMITTAL"	05.24.12	



LIFE SCIENCE CAMPUS - 475 ECCLES

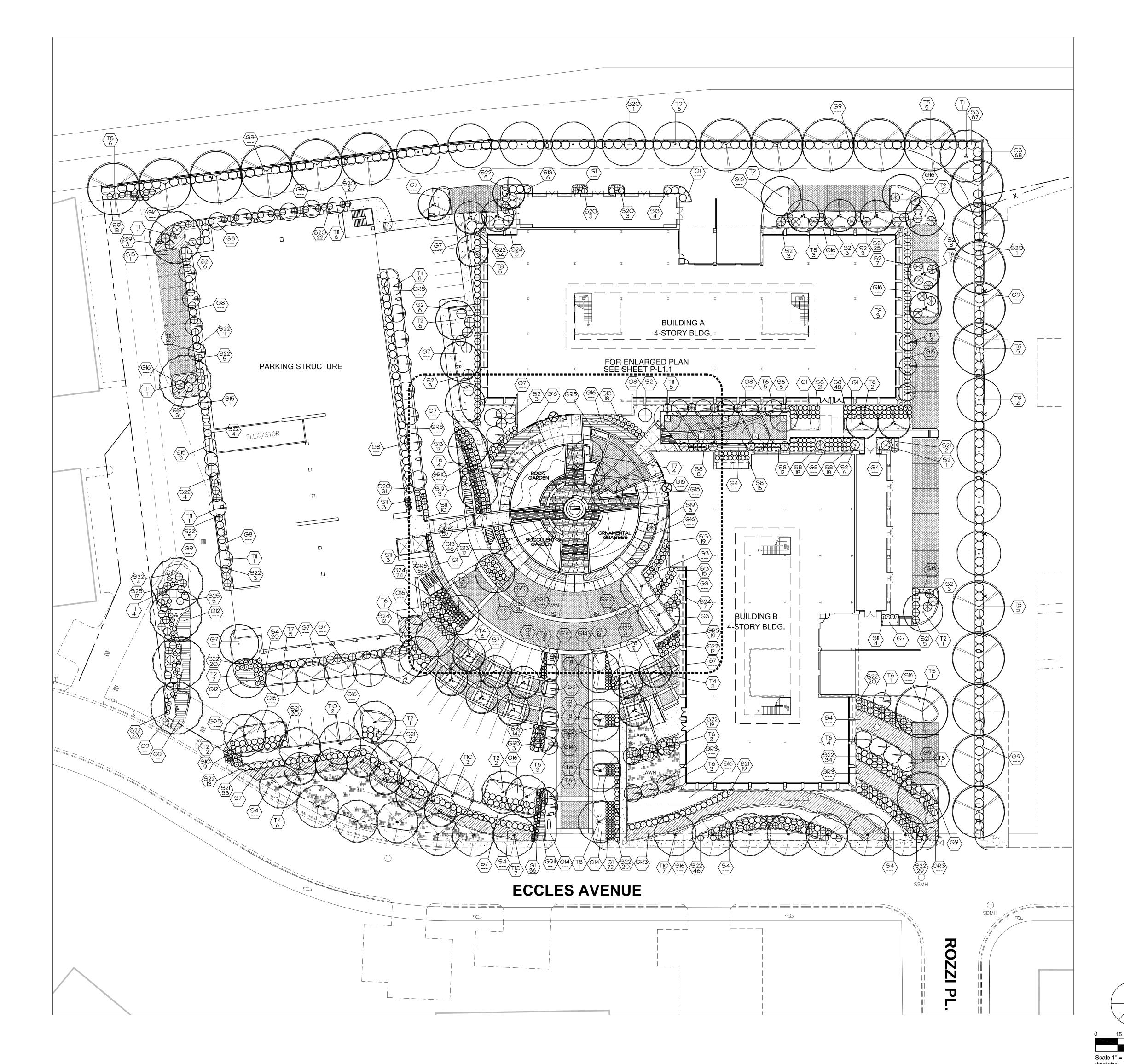
475 ECCLES AVENUE South San Francisco, CA 94080

FAX 650.967.6616 www.casarch.com
SHEET TITLE
STORM WATER QUALITY
CONTROL PLAN

DATE OCTOBER, 2011 SHEET

SCALE 1" = 30'
DESIGNER SAR

JOB NO. A11551-1 OF 3 SHEETS



Planning Resubmittal

DATESTAMP -- \\MASTER1\JOBS\JOBS-MASTER\BIOMED- ECCLES 2011\BIO-MED-14P.DWG 05-24-2012

PLANT NOTES:

- 1. THE CONTRACTOR SHALL VERIFY PLANT QUANTITIES FROM THE PLANTING PLAN. QUANTITIES SHOWN IN THE LEGEND ARE FOR CONVENIENCE ONLY.
- 2. NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY IN THE EVENT OF ANY DISCREPANCIES BETWEEN ACTUAL SITE CONDITIONS AND THE PLANTING PLAN.
- 3. PLANT GROUNDCOVER IN SHRUB AREAS AS NOTED, USE TRIANGULAR SPACING.
- SI4 INDICATES PLANT KEY

 5 INDICATES PLANT QUANTITY

KEY	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS	WICOLS
TI	TREES LAURUS 'SARATOGA'	SARATOGA BAY LAUREL	4	24"BOX		LOW
T2	ARBUTUS 'MARINA'	N.C.N.	П	24"BOX		LOW
T3						
T4	GEIJERA PARVIFLORA	AUSTRALIAN WILLOW	15	24"BOX		LOW
T5	QUERCUS ILEX	HOLLY OAK	21	24"BOX		LOW
T6	JUNIPERUS S. 'PATHFINDER'	PATHFINDER JUNIPER	31	24"BOX		LOW
TT	LYONOTHAMNUS FLORIBUNDUS	CATALINIA IRONWOOD	9	24"BOX		LOW
TB	MELALEUCA QUINQUENERVIA	PAPERBARK TREE	19	24"BOX		LOW
T9	METEROSIDEROS EXCELSA	NEW ZEALAND CHRISTMAS (POHUTUKAWA)	10	24"BOX		LOW
TIØ	PISTACIA CHINENSIS	CHINESE PISTACHE		24"BOX		LOW
TII	AZARA MICROPHYLLA	BOXLEAF AZARA	19	24"BOX		LOW
SI	SHRUBS AGAVE AMERICANA	CENTURY PLANT	0	5 GAL		LOW
5 2	ARBUTUS UNEDO 'COMPACTA	STRAWBERRY TREE	47	5 GAL		LOW
53	CALLISTEMON 'MCCASKELLII'	BOTTLEBRUSH	155	5 GAL		LOW
54	CEANOTHUS G. H. 'YANKEE PT'	CARMEL CREEPER		5 GAL	48" O.C.	LOW
65	CISTUS HYBRIDUS	ROCKROSE	0	5 GAL		LOW
56	CORDYLINE A. 'RED STAR'	RED GRASS PALM	6	5 GAL		LOW
57	COTONEASTER MICROPHYLLUS	ROCKSPRAY COTONEASTER		5 GAL	36" O.C.	LOW
58	DIANELLA T. 'VARIEGATA'	W STRIPED TASMAN FLAX LILY	141	5 GAL		MEDIUM
69	DIETES G 'VARIEGATA'	STRIPED FORTNIGHT LILY	18	5 GAL		LOW
S1Ø	DODONAEA V. 'SARATOGA'	HOP BUSH	9	5 GAL		LOW
<u> </u>	NANDINA D. 'COMPACTA'	HEAVENLY BAMBOO	20	5 GAL		LOW
S 12	CALLISTEMON 'CAPTAIN COOK'	CAPTAIN COOK BOTTLEBRUSH	0	5 GAL		LOW
<u> </u>	EUONYMUS J. 'SILVER PRINCESS'	EVERGREEN EUONYMUS	158	5 GAL		LOW
<u> </u>	HAKEA SUAVEOLENS	SWEET HAKEA	0	5 GAL		LOW
<u> </u>	JUNIPERUS S 'WICHITA BLUE'	ROCKY MOUNTAIN JUNIPER	8	5 GAL	0.411.000	LOW
<u> </u>	LANTANA 'SPREADING SUNSHINE'	N.C.N.		1 GAL	24" O.C.	LOW
<u> </u>	LAVANDULA S. 'OTTO QUAST'	SPANISH LAVENDER	0	5 GAL		LOW LOW
<u> </u>	LEPTOSPERUM 6. 'SILVER (ROSE'	ROSE PINK NZ TEA TREE NEW ZELAND FLAX		5 GAL		LOW
<u> </u>	PHORMIUM H. YELLOW WAVE' PITTOSPORUM CRASSIFOLIUM	KARO	63	5 GAL		LOW
<u>52Ø</u> 521	PITTOSPORUM T. 'VARIEGATA'	MOCK ORANGE	137	5 GAL		LOW
5 22	RHAPHIOLEPIS U. 'MINOR'	INDIAN HAWTHORN	316	5 GAL		LOW
5 23	SALVIA C. 'AROMAS'	CALIFORNIA BLUE SAGE	0	5 GAL		LOW
524	ROSARINUS O. 'SALEM'	ROSEMARY	48	5 GAL		LOW
S25	WESTRINGIA F. 'SMOKEY'	COAST ROSEMARY	26	5 GAL		LOW
5 26	YUCCA F. 'GOLDEN SWORD'	N.C.N.	0	5 GAL		LOW
	GROUND COVERS					
GI	LIMONIUM PEREZII	SEA LAVENDER		1 GAL	24" O.C.	LOW
<u>G</u> 2	ALOE SAPONARIA	SOAP ALOE		1 GAL	24" O.C.	LOW
<u>G</u> 3	APTENIA C. 'RED APPLE'	ICE PLANT		1 GAL	24" O.C.	LOW
<u>G</u> 4	BERGENIA CRASSIFOLIA	WINTER BLOOMING BERGENIA		1 GAL	24" O.C.	MEDIUM
G5						,
G6	DELOSPERMA 'ALBA'	WHITE TRAILING ICEPLANT		1 GAL	24" O.C.	LOW
GT	CARISSA M. 'TUTTLE'	NATAL PLUM		1 GAL	24" O.C.	LOW
G8	FRAGARIA CHILDOENSIS	WILD STRAWBERRY		FLATS	12" O.C.	LOW
G9	LAMPRANTHUS GLAUCUS	NOON FLOWER		FLATS	12" O.C.	LOW
G10						
GII	HEUCHERA 'SANTA ANA CARINAL'	CORAL BELLS		1 GAL	24" O.C.	MEDIUM
G12	LIMONIUM PEREZII	SEA LAVENDER		1 GAL	24" O.C.	LOW
G13				1.		
G14	LANTANA C. 'ROBPATRAI'	PATRIOT RAINBOW COMPACT LANTANA		1 GAL	24" O.C.	LOW
G15 G16	SENECIO MANDRALISCAE ROSMARINUS O. 'PROSTRATUS'	BLUE CHALKSTICKS CREEPING ROSEMARY		1 GAL 1 GAL	24" O.C. 24" O.C.	LOW
GRI	GRASSES					
GR2	PHORMIUM 'YELLOW WAVE'	HYRID FLAX	 	5 GAL	36" O.C.	LOW
GR3	DESCHAMPSIA C. 'BRONZESCHLEIER'	TUFTED HAIR GRASS		1 GAL	12" O.C.	LOW
GR4	ELYMUS A. 'GLAUCUS'	BLUE RYE		1 GAL	24" O.C.	LOW
GR5	FESTUCA IDAHOENSIS 'SISKIYOU BLUE'	SISKIYOU BLUE FESCUE		1 GAL	12" O.C.	VERY LO
GR6	FESTUCA GLAUCA	BLUE FESCUE		1 GAL	18" O.C.	LOW
GRT	FESTUCA CALIFONICA	BLUE FESCUE		1 GAL	18" O.C.	LOW
GR8	LEYMUS C. 'CANYON PRINCE'	GIANT WILD RYE		1 GAL	24" O.C.	LOW
GR9 GRIØ	LEYMUS ARENARIUS	BLUE LYME GRASS		1 GAL	24" O.C.	VERY LOU
	MUHLENBERGIA CAPILLARIS 'LENCA'	REGAL MIST PINK MUHLY		1 GAL	24" O.C.	LOW VERY LO
GRII GRI2	NASSELLA TENUISSIMA SPOROBOLUS AIRORIDES	MEXICAN FEATHER GRASS ALKALAI DROPSEED		4" PTS 1 GAL	18" O.C. 24" O.C.	LOW

IRRIGATION NOTES

IRRIGATION REQUIREMENTS

A permanent automatic irrigation system shall be provided for all landscape areas using drip irrigation and low gallonage rotor heads.

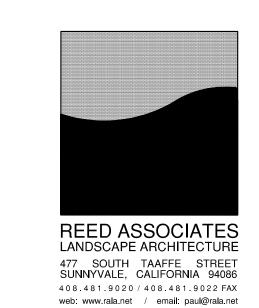
The design will use water monitoring and water sensing devices.

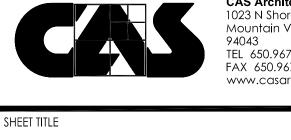
The irrigation plan shall demonstrate compliance with the City of South San Francisco water use and landscape ordinances.



LIFE SCIENCE CAMPUS - 475 ECCLES

475 ECCLES AVENUE South San Francisco, CA 94080



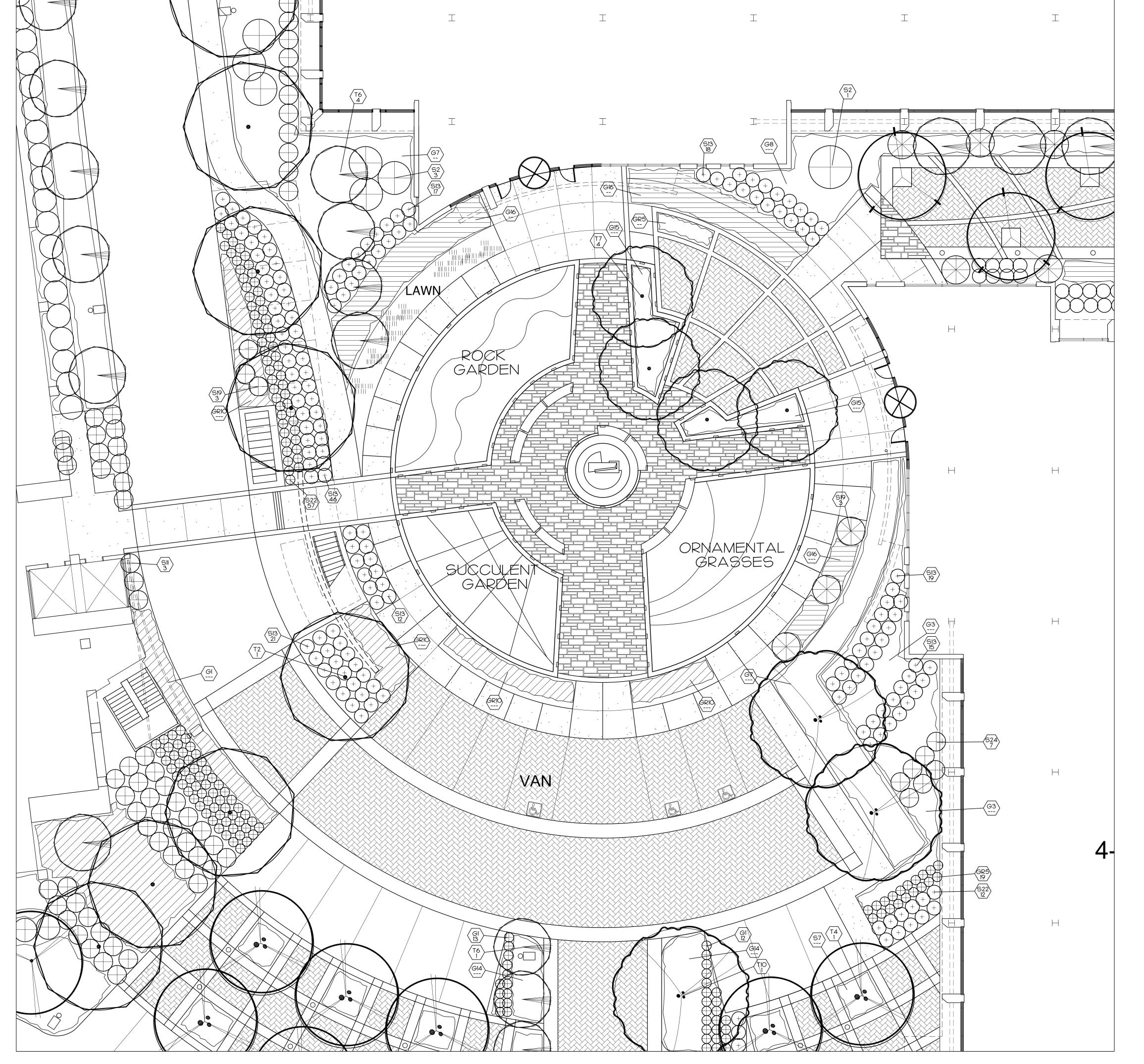


PRELIMINARY PLANTING PLAN

P-L1.0

CLIENT PROJECT ID:





PLANT NOTES:

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- S14 INDICATES PLANT KEY
 - 5 INDICATES PLANT QUANTITY

KEY	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS	WICOLS
+1	TREES	SARATOGA BAY LAUREL		0.411200		LOW
T1 T2	LAURUS 'SARATOGA' ARBUTUS 'MARINA'	N.C.N.	17	24"BOX 24"BOX		LOW
T3			1	27 001		200
14	GEIJERA PARVIFLORA	AUSTRALIAN WILLOW	15	24"B0X		LOW
T5	QUERCUS ILEX	HOLLY OAK	21	24"BOX		LOW
T6	JUNIPERUS S. 'PATHFINDER'	PATHFINDER JUNIPER	31	24"BOX		LOW
TT	LYONOTHAMNUS FLORIBUNDUS	CATALINIA IRONWOOD	9	24"BOX		LOW
T8	MELALEUCA QUINQUENERVIA	PAPERBARK TREE	19	24"BOX		LOW
T9	METEROSIDEROS EXCELSA	NEW ZEALAND CHRISTMAS (POHUTUKAWA)	10	24"BOX		LOW
TIØ	PISTACIA CHINENSIS	CHINESE PISTACHE	14	24"B0X		LOW
TII	AZARA MICROPHYLLA	BOXLEAF AZARA	19	24"BOX		LOW
SI	SHRUBS AGAVE AMERICANA	CENTURY PLANT	0	5 GAL		LOW
S 2	ARBUTUS UNEDO 'COMPACTA	STRAWBERRY TREE	47	5 GAL		LOW
5 3	CALLISTEMON 'MCCASKELLII'	BOTTLEBRUSH	155	5 GAL		LOW
94	CEANOTHUS G. H. 'YANKEE PT'	CARMEL CREEPER		5 GAL	48" O.C.	LOW
S 5	CISTUS HYBRIDUS	ROCKROSE	0	5 GAL		LOW
56	CORDYLINE A. 'RED STAR'	RED GRASS PALM	6	5 GAL	24 22	LOW
57	COTONEASTER MICROPHYLLUS	ROCKSPRAY COTONEASTER		5 GAL	36" O.C.	LOW
<u>58</u>	DIANELLA T. 'VARIEGATA'	W STRIPED TASMAN FLAX LILY	141	5 GAL		MEDIUM
59 510	DIETES G 'VARIEGATA'	STRIPED FORTNIGHT LILY HOP BUSH	9	5 GAL		LOW LOW
511 511	DODONAEA Y. 'SARATOGA' NANDINA D. 'COMPACTA'	HEAVENLY BAMBOO	20	5 GAL		LOW
S12	CALLISTEMON 'CAPTAIN COOK'	CAPTAIN COOK BOTTLEBRUSH	0	5 GAL		LOW
S13	EUONYMUS J. 'SILVER PRINCESS'	EVERGREEN EUONYMUS	158	5 GAL		LOW
514	HAKEA SUAVEOLENS	SWEET HAKEA	0	5 GAL		LOW
S15	JUNIPERUS S 'WICHITA BLUE'	ROCKY MOUNTAIN JUNIPER	8	5 GAL		LOW
S16	LANTANA 'SPREADING SUNSHINE'	N.C.N.		1 GAL	24" O.C.	LOW
SIT	LAYANDULA S. 'OTTO QUAST'	SPANISH LAVENDER	Ø	5 GAL		LOW
SI8	LEPTOSPERUM 6. 'SILVER&ROSE'	ROSE PINK NZ TEA TREE	Ø	5 GAL		LOW
619	PHORMIUM H. YELLOW WAVE'	NEW ZELAND FLAX	12	5 GAL		LOW
S2Ø	PITTOSPORUM CRASSIFOLIUM	KARO	63	5 GAL		LOW
5 21	PITTOSPORUM T. 'VARIEGATA'	MOCK ORANGE	137	5 GAL		LOW
522	RHAPHIOLEPIS U. 'MINOR'	INDIAN HAWTHORN	316	5 GAL		LOW
5 23	SALVIA C. 'AROMAS'	CALIFORNIA BLUE SAGE ROSEMARY	48	5 GAL		LOW LOW
S25	ROSARINUS O. 'SALEM' WESTRINGIA F. 'SMOKEY'	COAST ROSEMARY	26	5 GAL		LOW
S26	YUCCA F. 'GOLDEN SWORD'	N.C.N.	0	5 GAL		LOW
GI	GROUND COVERS LIMONIUM PEREZII	SEA LAVENDER		1 GAL	24" O.C.	LOW
G2	ALOE SAPONARIA	SOAP ALOE		1 GAL	24" O.C.	LOW
G3	APTENIA C. 'RED APPLE'	ICE PLANT		1 GAL	24" O.C.	LOW
G4	BERGENIA CRASSIFOLIA	WINTER BLOOMING BERGENIA		1 GAL	24" O.C.	MEDIUM
<u>G5</u>				1 - 11		
<u>G6</u>	DELOSPERMA 'ALBA' CARISSA M. 'TUTTLE'	WHITE TRAILING ICEPLANT		1 GAL	24" O.C.	LOW
<u>G</u> 7 G8	FRAGARIA CHILDOENSIS	NATAL PLUM WILD STRAWBERRY		1 GAL FLATS	24" O.C.	LOW LOW
<u>G9</u>	LAMPRANTHUS GLAUCUS	NOON FLOWER		FLATS	12" O.C.	LOW
GIØ				1 2210	12 0.0.	
GII	HEUCHERA 'SANTA ANA CARINAL'	CORAL BELLS		1 GAL	24" O.C.	MEDIUM
G12	LIMONIUM PEREZII	SEA LAVENDER		1 GAL	24" O.C.	LOW
G13						
G14	LANTANA C. 'ROBPATRAI'	PATRIOT RAINBOW COMPACT LANTANA		1 GAL	24" O.C.	LOW
G15 G16	SENECIO MANDRALISCAE ROSMARINUS O. 'PROSTRATUS'	BLUE CHALKSTICKS CREEPING ROSEMARY		1 GAL	24" O.C.	LOW LOW
	GRASSES					
GRI						
GR2	PHORMIUM 'YELLOW WAYE'	HYRID FLAX		5 GAL	36" O.C.	LOW
GR3	DESCHAMPSIA C. 'BRONZESCHLEIER'	TUFTED HAIR GRASS		1 GAL 1 GAL	12" O.C. 24" O.C.	LOW
GR4 GR5	ELYMUS A. 'GLAUCUS' FESTUCA IDAHOENSIS 'SISKIYOU BLUE'	BLUE RYE 916KIYOU BLUE FESCUE		IGAL	12" O.C.	LOW YERY LO
<u>GR3</u> GR6	FESTUCA IDAHOENSIS SISKITOU BLUE	BLUE FESCUE		1 GAL	12" O.C.	LOW
GRT	FESTUCA CALIFONICA	BLUE FESCUE		1 GAL	18" O.C.	LOW
GR8	LEYMUS C. 'CANYON PRINCE'	GIANT WILD RYE		1 GAL	24" O.C.	LOW
GR9	LEYMUS ARENARIUS	BLUE LYME GRASS		1 GAL	24" O.C.	VERY LO
GRIØ	MUHLENBERGIA CAPILLARIS 'LENCA'	REGAL MIST PINK MUHLY		1 GAL	24" O.C.	LOW
GRII	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS		4" PTS		VERY LO
GR12	SPOROBOLUS AIRORIDES	ALKALAI DROPSEED		1 GAL	24" O.C.	LOW

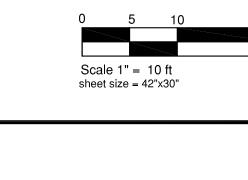
IRRIGATION NOTES

IRRIGATION REQUIREMENTS

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The design will use water monitoring and water sensing devices.

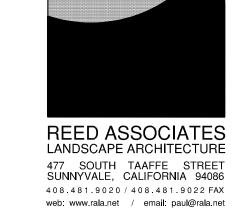
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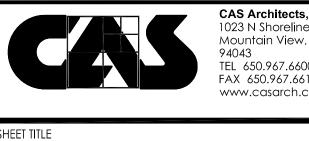




LIFE SCIENCE CAMPUS - 475 ECCLES

475 ECCLES AVENUE South San Francisco, CA 94080



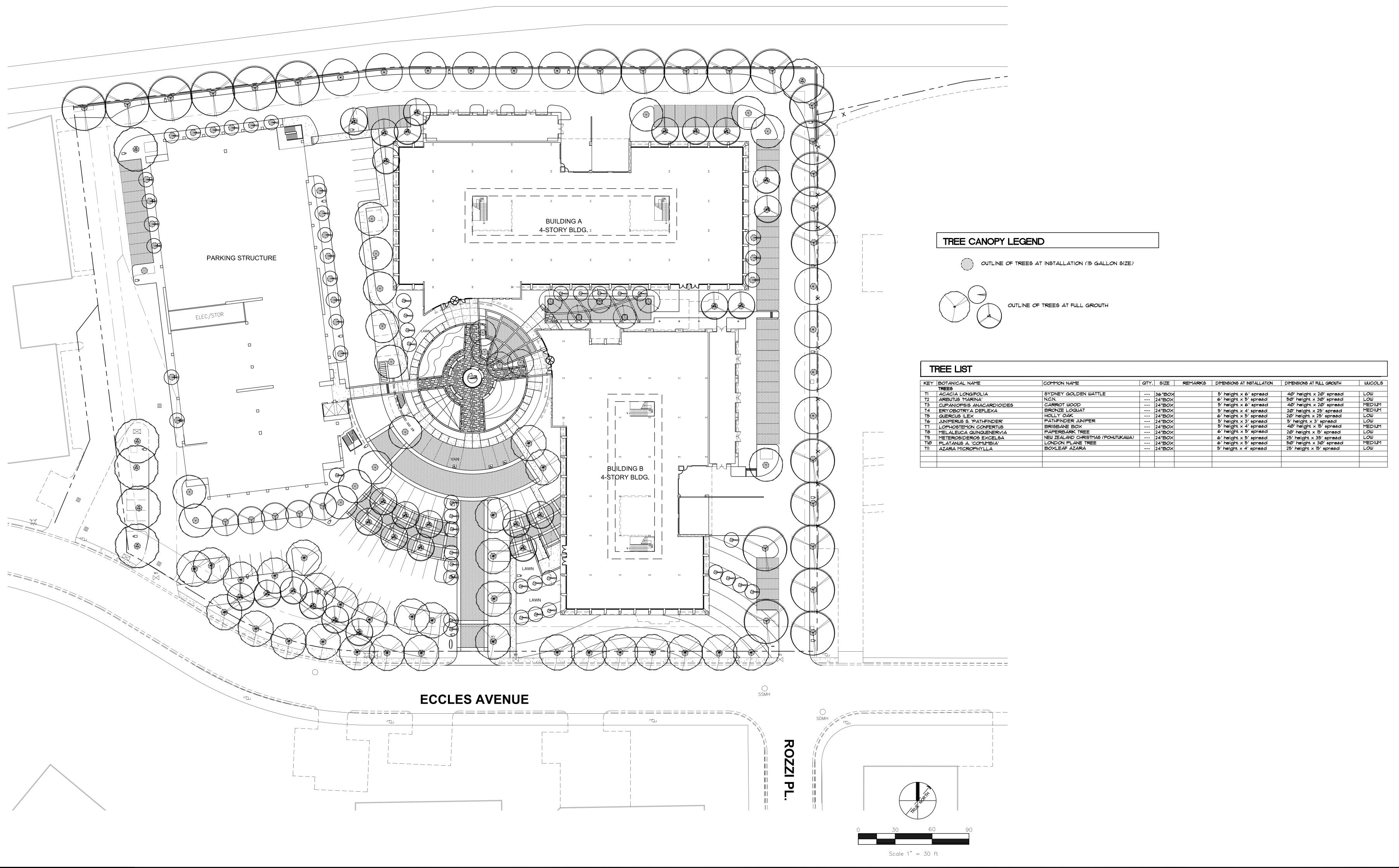


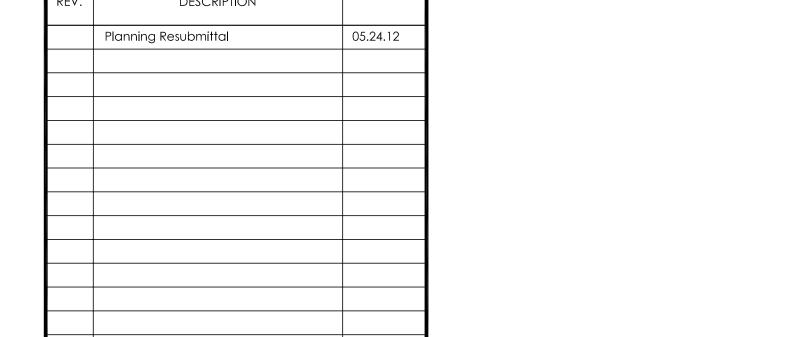
PRELIMINARY COURTYARD PLANTING PLAN

P-L1.1

CLIENT PROJECT ID:

Planning Resubmittal



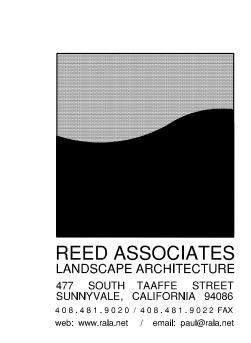


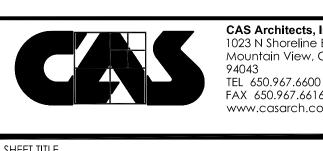
DATESTAMP -- \\MASTER1\JOBS\JOBS-MASTER\BIOMED- ECCLES 2011\BIO-MED-14P.DWG 05-24-2012



LIFE SCIENCE CAMPUS - 475 ECCLES

475 ECCLES AVENUE South San Francisco, CA 94080

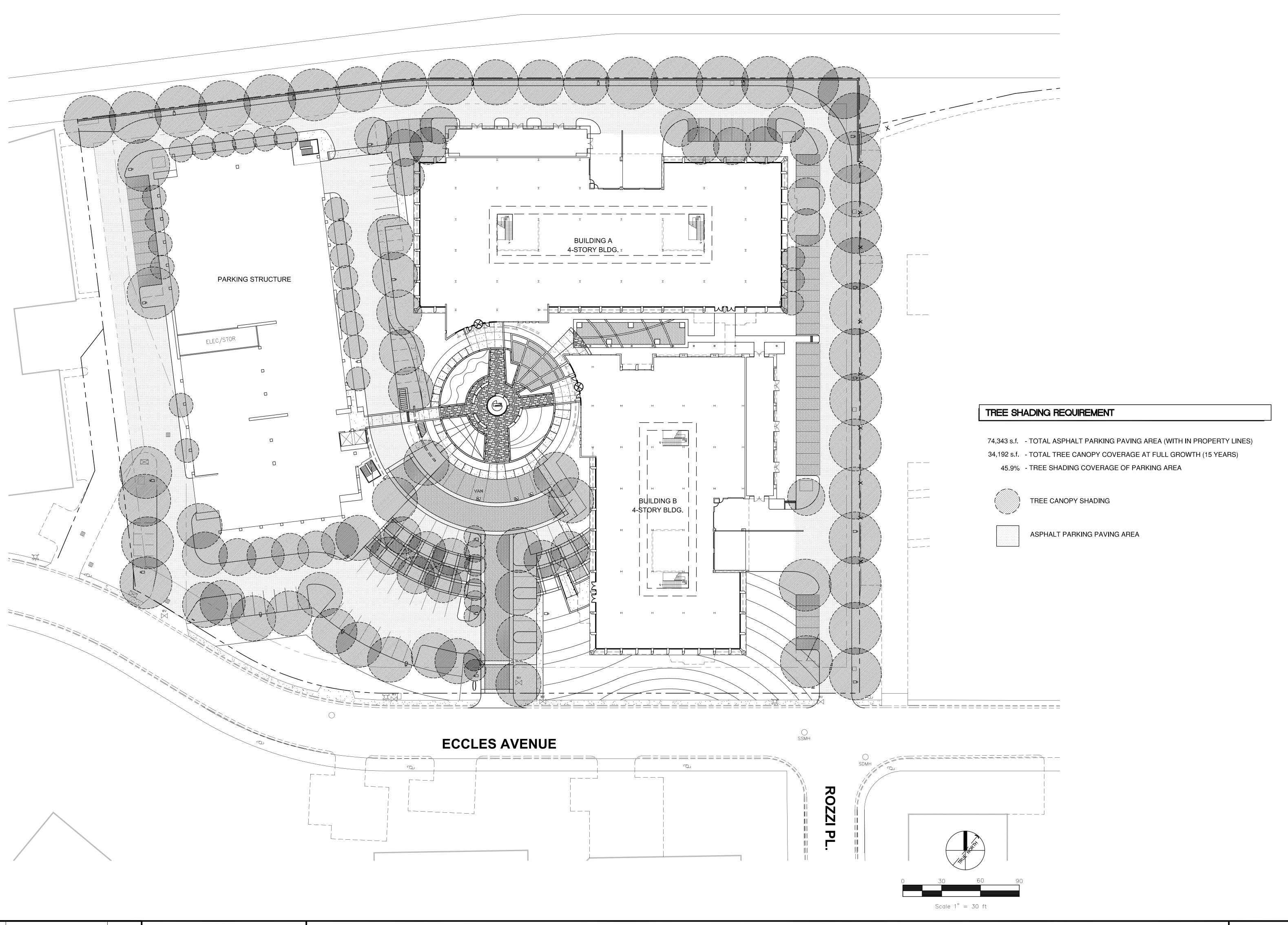


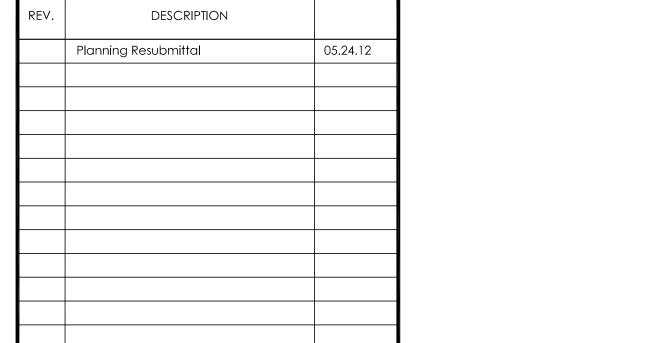


PROPOSED TREE DIMENSION PLAN

P-L1.2

CLIENT PROJECT ID:



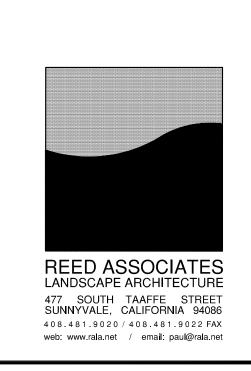


DATESTAMP - \\MASTER1\JOBS\JOBS-MASTER\BIOMED- ECCLES 2011\BIO-MED-14P.DWG 05-24-2012



LIFE SCIENCE CAMPUS - 475 ECCLES

475 ECCLES AVENUE South San Francisco, CA 94080

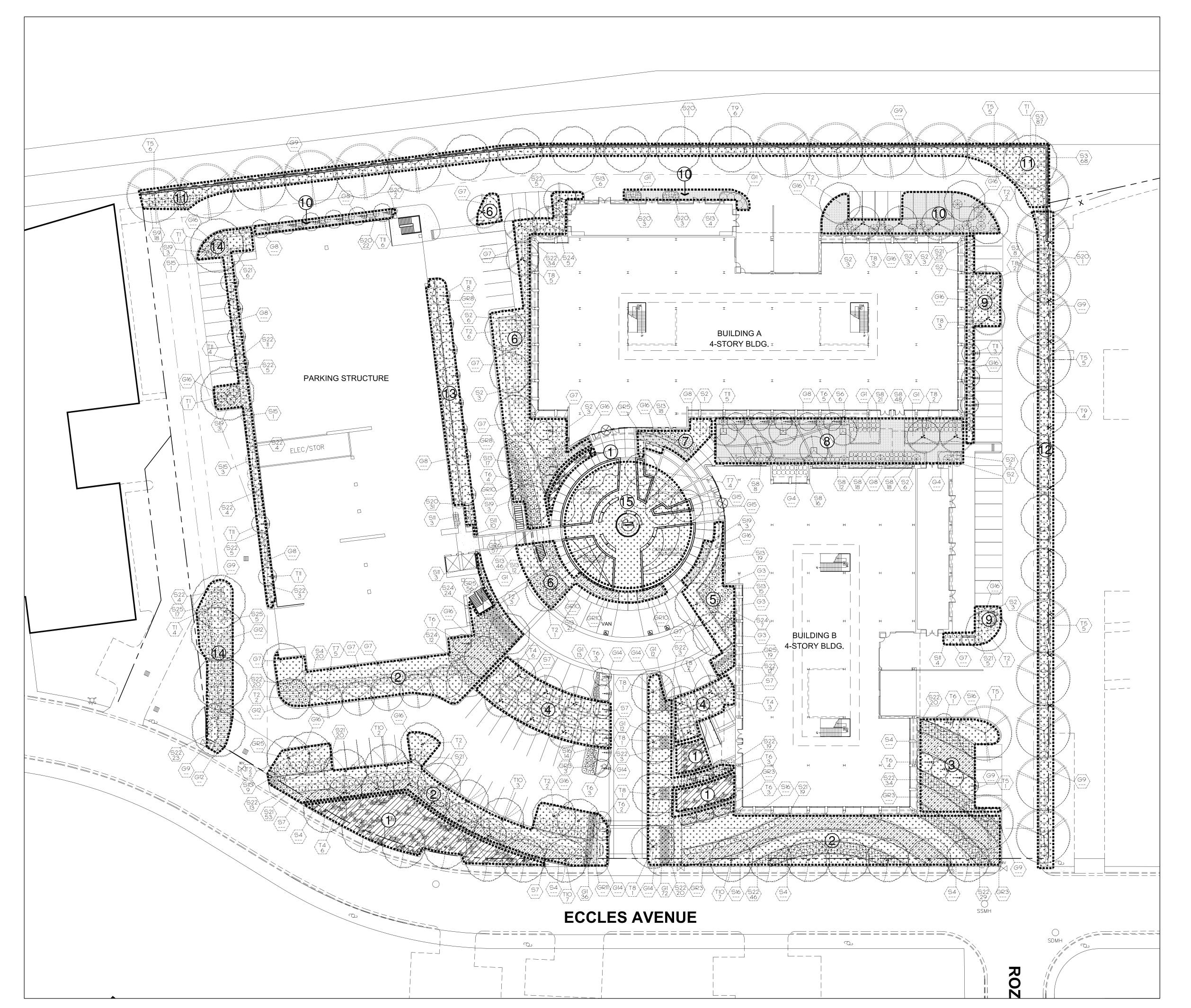




TREE SHADING PLAN

P-L1.3

CLIENT PROJECT ID:



Planning Resubmittal

DATESTAMP - \\MASTER1\JOBS\JOBS-MASTER\BIOMED- ECCLES 2011\BIO-MED-14I.DWG 05-24-2012



 $MAWA = (ETo) \times (0.62) \times ((0.7 \times LA) + (0.3 \times SLA))$

plant water use hydro-zone area 73,307 20,335 1,213 1,953 85,290 5,039 13,744 812 medium 33,056 2,786 47,156 3,368 57,007 39,218 2,148 4,379

58,978

2,850

ETWU

ESTIMATED WATER USE (ETWU)

ETWU = (ETO) x (0.62) x (PF x HA + SLA)

hydro-zone	plant water use	plant factor	hydro-zone area	PFxHA	irrigation efficiency	ETWU
1	high	0.7	4,331	3,032	0.75	97,742
2	low	0.2	20,335	4,067	0.85	115694
3	low	0.2	2,719	544	0.85	15,470
4	low	0.2	1,213	243	0.85	6,901
5	low	0.2	1,953	391	0.85	11,11
6	low	0.2	5,039	1,008	0.85	28,669
7	low	0.2	812	162	0.85	4,620
8	medium	0.5	2,775	1,388	0.85	39,470
9	low	0.2	1,953	391	0.85	11,11
10	medium	0.5	2,786	1,393	0.85	39,627
11	low	0.2	3,368	674	0.85	19,162
12	low	0.2	2,317	463	0.85	13,182
13	low	0.2	2,148	430	0.85	12,22
14	low	0.2	4,379	876	0.85	24,914
15	low	0.2	2,850	570	0.85	16,21

58,978 15,629

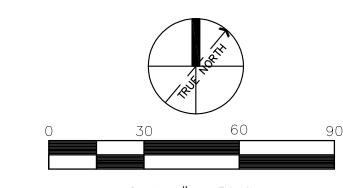
IRRIGATION HYDRO-ZONE LEGEND

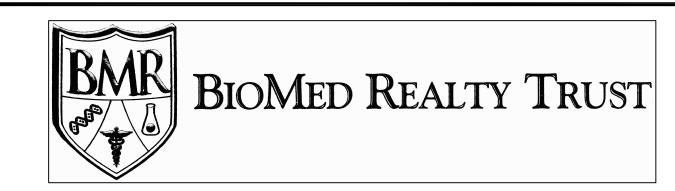
PLANTS ARE GROUP TO HAVE MATCHING WATER REQUIREMENTS AND MICRO-CLIMATE CHARACTERISTICS.

HIGH WATER REQUIREMENT

MEDIUM WATER REQUIREMENT SHRUB/GROUND COVER AREA

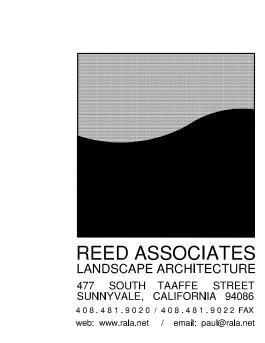
LOW WATER REQUIREMENT (DROUGHT TOLERANT PLANTING) SHRUB/GROUND COVER AREA





LIFE SCIENCE CAMPUS - 475 ECCLES

475 ECCLES AVENUE South San Francisco, CA 94080



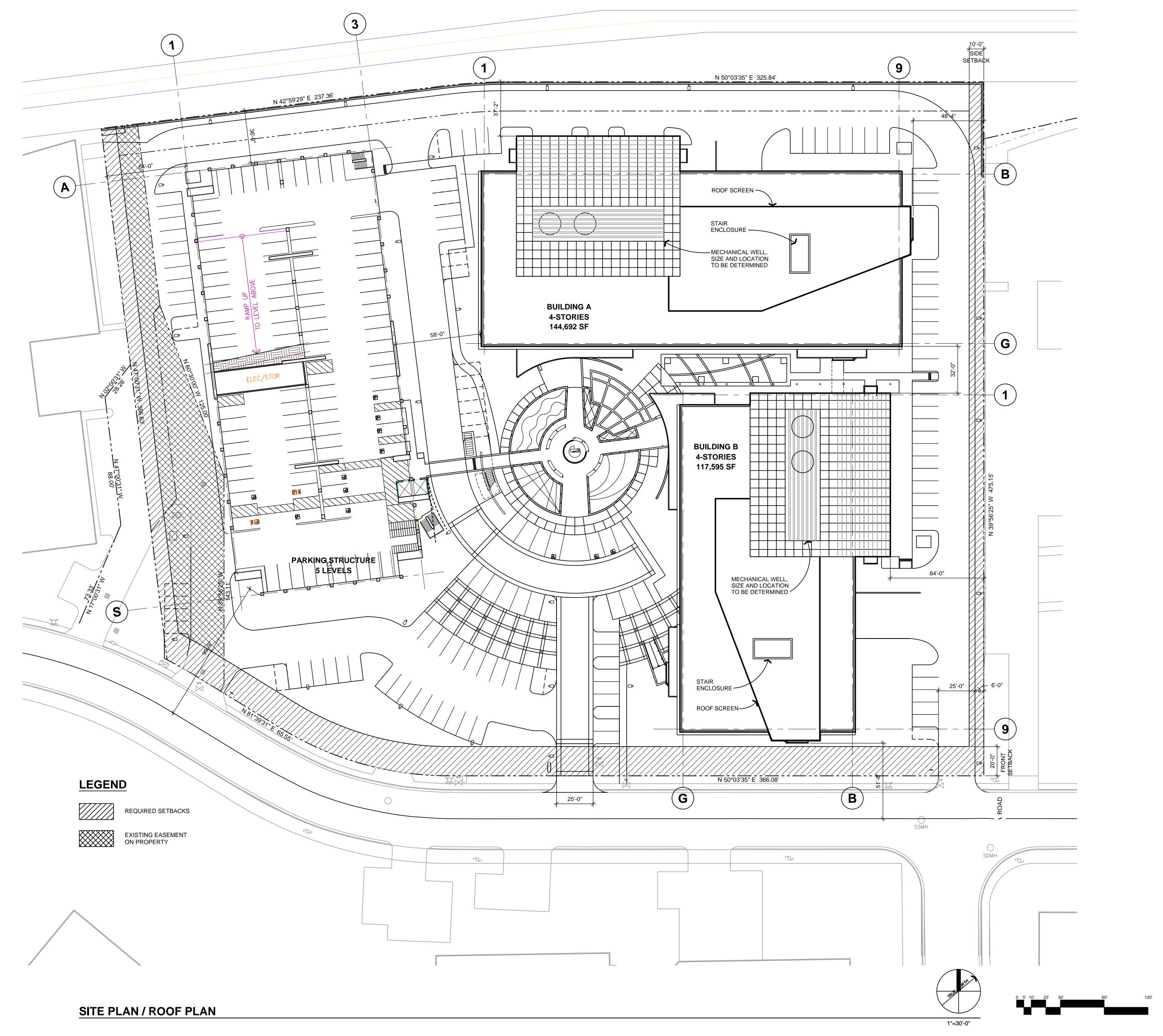


CLIENT PROJECT ID:

456,110

HYDRO-ZONE PLAN

P-L2.0 CAS JOB NO:





THIS PROJECT CONSISTS OF TWO FOUR-STORY STEEL-FRAMED SHELL STRUCTURES TOTALING 262,287 SF IN AREA AND A DETACHED FIVE LEVEL OPEN PARKING STRUCTURE.

THE TWO STRUCTURES SHALL BE CONSIDERED AS ONE BUILDING FOR ALLOWABLE AREA CALCULATIONS. THE BUILDING SHELL STRUCTURES SHALL BE OF TYPE I-B CONSTRUCTION AND SURROUNDED ON ALL SIDES WITH YARDS OF NOT LESS THAN 37'-0" IN WIDTH. THE BUILDING SHALL BE 90'-0" IN HEIGHT AT ITS HIGHEST POINT.

ACCESS TO THE SITE SHALL BE FROM ECCLES AVENUE. THE MAJORITY OF THE PARKING SHALL BE PROVIDED BY THE PARKING STRUCTURE WITH ADDITIONAL SURFACE PARKING LOCATED THOUROUGHOUT THE SITE. MOST ACCESSIBLE PARKING IS PROVIDED WITHIN THE PARKING STRUCTURE. PARKING IS PROVIDED FOR CARPOOL AND ELECTRIC VEHICLES.

THE EXISTING BUILDING, PAVING AND ASSOCIATED SERVICE STRUCTURES, ETC ARE PROPOSED TO BE REMOVED UNDER A SEPARATE PACKAGE.

E DATA		
PARCEL NUMBER		051-071-330
ZONING	BTP ZONE/BUSINES	S & TECHNOLOGY PARK
TOTAL LOT AREA:		265,618 S.F.
F.A.R. ALLOWED		1.0
GROSS FLOOR A	REA - BUILDING A REA - BUILDING B REA - BRIDGE, FLOORS 2	144,692 S.F. 117,595 S.F. & 3 440 S.F. 262,727 S.F.
F.A.R. SHOWN		.989
GROUND FL SECOND FLO THIRD FLOO FOURTH FLO	OOR R	33,510 S.F. 35,660 S.F. 38,225 S.F. <u>37,297 S.F.</u> 144,692 S.F.
GROUND FL SECOND FLO THIRD FLOO FOURTH FLO	OOR R	27,293 S.F. 28,747 S.F. 31,362 S.F. 30,193 S.F. 117,595 S.F.
+ 20:1 SLOPE AL NORTH OF FOR BUILDING HEIGH	IERAL PLAN - AREA C. 3.5-1-4) LOWABLE HEIGHT INCRE BES AVE. (DIST. = 600'-0"	(OR +91'-6" FROM T.O.S.) EASE
BUILDING HEIGI T.O. BLDG. F T.O. BLDG. F	PARAPET	+71'-6" +90'-0"
BUILDING HEIGI T.O. BLDG. F T.O. BLDG. F	PARAPET	+71'-6" +90'-0"
BUILDING HEIGH T.O. FIFTH L T.O. ELEVAT		E +45'-7" +60'-0"

ALLOWABLE AREAS: TYPE I-B PER CBC 2013, TABLE 503 & SECTION 508, Mixed Occ BUILDINGS A AND B ARE TO BE TREATED AS ONE BUILDING

OCCUPANCY	ALLOWABLE AREA	MIXED USE ALLOWED	ALLOWABLE
	$Aa = At + [At \times If] + [At \times Is]$	(BASE AREA GIVEN)	HEIGHT
	If = [F/P - 0.25] W/30 OR If = [F/P - 0.25] 2 (PER UBC SECTION 506.2.1 EXECEPTION) (Example: F/P = [1224 ft./1224/ft - 0.25] 2 = 1.5) Is = 2 FOR MORE THAN ONE STORY (EXCEPT H-3)		
ALLOWABLE A	AREA (TOTAL BUILDING)		
В	Aa = UNLIMITED	OK	11 STORIES
F-1	Aa = UNLIMITED	OK	11 STORIES
S-1	Aa = [48,000 + (48,000 x 1.37) + (48,000 x 2)] x 3 = 628,995 SF	628,995 SF	11 STORIES
H-4 & H-5	Aa = UNLIMITED	ОК	7 STORIES (H4) 4 STORIES (H5)
H-3	Aa = [60,000 + (60,000 x 1.37) + (60,000 x 1)} x 2 = 404,162 SF	404,162 SF	6 STORIES
ALLOWABLE A	AREA (PER FLOOR)		
В	Aa = UNLIMITED	ОК	
F-1	Aa = UNLIMITED	ОК	
S-1	Aa = 48,000 + (48,000 x 1.37) + (48,000 x 2) = 209,665 SF	209,665 SF	
H-4 & H-5	Aa = UNLIMITED	ОК	
H-3	Aa = 60,000 + [60,000 x 1.37] + 0 = 202,081 SF	202,081 SF]

ALLOWABLE AREAS: TYPE I-B PER CBC 2013, TABLE 406.5.4 PARKING GARAGE			
ALLOWABLE A	ALLOWABLE HEIGHT		
S-2 Aa = [79,000 + (79,000 x 1.25) + (79,000 x 2)] X 3 = 1,006,809 SF		12 TIERS	
ALLOWABLE A			

LOCATION ON PROPERTY REQUIREMENTS - TYPE I-B			
OCCUPANCY	EXTERIOR WALL	OPENINGS	
B/F-2/S-2	1-HOUR N/C < 5'-0" 1-HOUR N/C < 30'-0" NR, N/C ELSEWHERE	NOT PERMITTED < 3'-0" 15% < 5'-0" 25% < 10'-0" NO LIMIT < 20'-0"	
F-1/S-1	2-HOUR N/C < 5'-0" 1-HOUR N/C < 10'-0" 1-HOUR N/C < 30'-0" NR, N/C ELSEWHERE	NOT PERMITTED < 3'-0" 15% < 5'-0" 25% < 10'-0" NO LIMIT < 20'-0"	
H/L	3-HOUR N/C < 5'-0" 2-HOUR N/C < 10'-0" 1-HOUR N/C < 30'-0" NR, N/C ELSEWHERE	NOT PERMITTED < 5'-0" PROTECTED < 20'-0"	

 $Aa = 79,000 + (79,000 \times 1.25) + (79,000 \times 2) = 335,603 \text{ SF}$

REQUIRED CONSTRUCTION - TYPE I-B		
BEARING WALLS, EXTERIOR	BASED ON LOCATION ON PROPERTY	
BEARING WALLS, INTERIOR	2 HOUR (1 HOUR IF BEARING ROOF ONLY)	
NONBEARING WALLS, EXTERIOR	BASED ON LOCATION ON PROPERTY	
STRUCTURAL FRAME	2 HOUR	
SHAFT ENCLOSURES	2 HOUR	
FLOORS AND FLOOR-CEILINGS	2 HOUR	
EXTERIOR DOORS & WINDOWS	NOT PERMITTED < 5 FEET PROTECTED < 20 FEET	
STAIRWAY CONSTRUCTION	2 HOUR NONCOMBUSTIBLE	
ROOF	NONCOMBUSTIBLE	
CONTROL AREA (PARTITIONS & FLOORS)	1 HOUR - 2 HOUR ABOVE 3RD FLOOR	

REV.	DESCRIPTION	DATE
	PLANNING SUBMITTAL	11.15.11
	PLANNING REVIEW	04.12.12
	PLANNING RESUBMITTAL	05.24.12
	PLANNING COMMISSION	11.26.12
	PLANNING RESUBMITTAL	09.19.14
Î		



LIFE SCIENCE CAMPUS - 475 ECCLES

475 ECCLES AVENUE

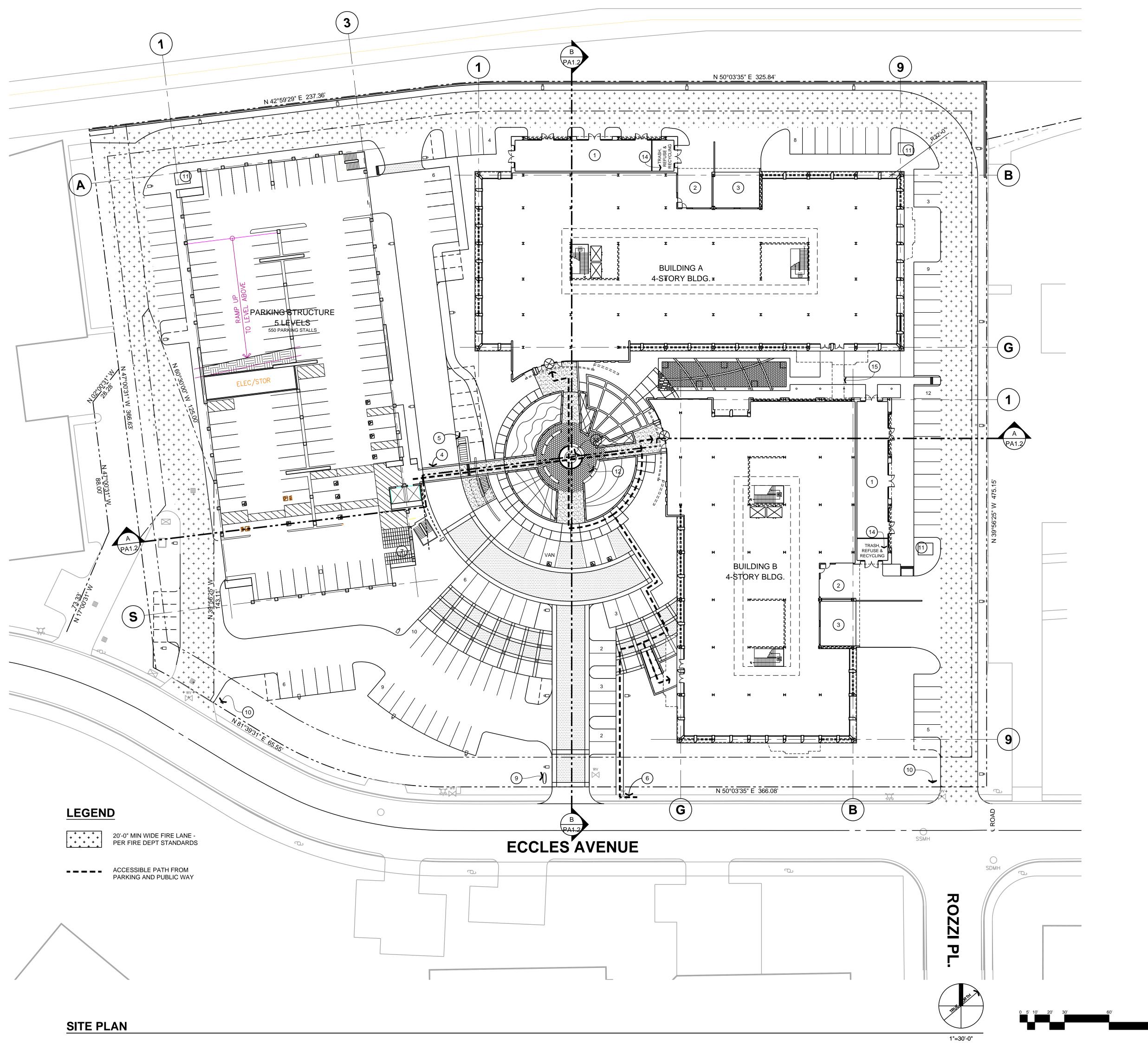
South San Francisco, CA 94080

José Cot

SITE PLAN / ROOF PLAN
AND
SITE CALCULATIONS

P-A1.0

IENT PROJECT ID: N/A CAS JOB NO: 2011_07



PARKING DATA PARKING PROVIDED PARKING GARAGE PARKING: UNISTALL (8'6 X 18') 540 STALLS ACCESSIBLE STALLS 9 STALLS VAN ACCESSIBLE STALLS 2 STALLS ON-GRADE PARKING: 101 STALLS UNISTALL (8'6 X 18') ACCESSIBLE STALLS 2 STALLS 1 STALL VAN ACCESSIBLE STALLS TOTAL PARKING STALLS PROVIDED: 655 STALLS (PARKING RATION 2.5/1000SF) TOTAL ACCESSIBLE STALLS PROVIDED (12 STALLS)

REFER TO SHEETS P-P2.1 AND P-2.2 FOR PARKING STALL LAYOUT

AT PARKING GARAGE

TOTAL LOT AREA:

 FOR GRADING INFORMATION, SEE SHEET C-2, PRELIMINARY GRADING PLAN.
 FOR LANDSCAPING INFORMATION, SEE SHEETS P-L1.0 AND P-L1.1,

SITE NOTES

CONCEPTUAL LANDSCAPE PLAN.

3. FIRE HYDRANTS SHALL BE PROVIDED AT LEAST 10' FROM ALL DRIVEWAYS. ALL STRUCTURES TO BE WHOLLY WITHIN 500' OF HYDRANT.

SITE COVERAGE DATA SITE REMARKS

265,618 SF

TOTAL BUILDING COVERAGE: TOTAL BUILDING COVERAGE: **BUILDING A** 38,472 SF **BUILDING B** 31,332 SF PARKING STRUCTURE 39,636 SF 109,440 SF TOTAL IMPERVIOUS AREA LOT COVERAGE 191,866 SF TOTAL IMPERVIOUS PERCENTAGE LOT COVERAGE TOTAL PERVIOUS AREA LOT COVERAGE 62,523 SF TOTAL PERVIOUS PERCENTAGE LOT COVERAGE 24% TOTAL BUILDING PERCENTAGE LOT COVERAGE 41.2% 1) SERVICE YARD 2) ON-GRADE LOADING AREA (3) DEPRESSED LOADING AREA 4 OVERHEAD WALKWAY 5 BICYCLE PARKING, 20 SPACES (6) ACCESSIBLE PATH FROM PUBLIC WAY (7) COVERED BICYCLE PARKING, 42 SPACES 8 RETAINING WALL 9 DOUBLE SIDED MONUMENT SIGN, 8'-0" HIGH (10) VEHICLE WAYFINDING SIGNAGE (11) TRANSFORMER (12) COLORED CONCRETE SEATING (13) WATER FEATURE, WATER FALLING OVER STONE SLABS 14) TRASH, REFUSE & RECYCLING WITHIN COVERED YARD. CURBED AND PARTITIONED FROM SERVICE YARD. (15) PROPOSED FUTURE BRIDGE.

STAIR AND EXIT WIDTH CALCULATIONS FIRST FLOOR = 33,510 SF SECOND FLOOR = 35,660 SF THIRD FLOOR = 38,225 SF FOURTH FLOOR = 37,297 SF TOTAL BUILDING AREA = 144,692 SF FIRST FLOOR = 27,293 SF **BUILDING B** SECOND FLOOR = 28,747 SF THIRD FLOOR = 31,362 SF FOURTH FLOOR = 30,193 SF TOTAL BUILDING AREA = 117,595 SF GROSS FLOOR AREA = 262,287 SF OCCUPANT LOAD COUNT: (TABLE 1004.1.1) **BUILDING A** FIRST FLOOR = 33,510 SF/100 SF PER OCC. = 336 OCC. SECOND FLOOR = 35,660 SF/100 SF PER OCC. = 357 OCC. THIRD FLOOR = 38,225 SF/100 SF PER OCC. = 383 OCC. FOURTH FLOOR = 37,297 SF/100 SF PER OCC. = 373 OCC. FIRST FLOOR = 27,293 SF/100 SF PER OCC. = 273 OCC. **BUILDING B** SECOND FLOOR = 28,747 SF/100 SF PER OCC. = 288 OCC. THIRD FLOOR = 31,362 SF/100 SF PER OCC. = 314 OCC. FOURTH FLOOR = 30,193 SF/100 SF PER OCC. = 302 OCC. EXIT WIDTH CALCULATIONS: (SECTION 1005) **BUILDING A** 383 OCC. X 0.2" FACTOR = 77" / 3 EXITS = 26" < 36" WIDE DOORS, MIN. **BUILDING B** 314 OCC. X 0.2" FACTOR = 63" / 3 EXITS = 21" < 36" WIDE DOORS, MIN. STAIR WIDTH CALCULATIONS: (SECTION 1005) BUILDING A (3RD FLR) 383 OCC. X 0.3" FACTOR = 114.9" / 2 STAIRS = 58" WIDE STAIRS, MIN. BUILDING B (3RD FLR.) 314 OCC. X 0.3" FACTOR = 94.2" / 2 STAIRS = 48" WIDE STAIRS, MIN.



LIFE SCIENCE CAMPUS - 475 ECCLES

475 ECCLES AVENUE

South San Francisco, CA 94080

José Cotto, A.I.A

SHEET TITLE

SITE PLAN AND
SITE DATA

P-A1.1

- Development Agreement page 39 of 90 -

2.4 Environmental Measures Incorporated into the Project

The following measures are proposed as part of the Project and are shown on the architectural drawings (sheet P.A.1.1a) and in application materials. These measures are in addition to the City's standard requirements identified in Chapter 1 save for Air Quality items 1-3 and Site Remediation Measures that require J Permits to remove asbestos and lead based paint containing materials. The measures are designed to reduce the environmental affect of the Project.

A. Air Quality and Green House Gas Emission Reduction Measures

1) Aspects Of Project Designed To Limit Fugitive Dust Emissions. The construction contractor shall reduce construction-related air pollutant emissions by implementing BAAQMD's basic fugitive dust control measures. Therefore, the Project shall include the following requirements in construction contracts:

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

- All haul trucks transporting soil, sand, or other loose material off site shall be covered.
- 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.
- All vehicle speeds on unpaved roads shall be limited to 15 miles per hour. • 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.
- A publically visible sign shall be posted with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action with 48 hours. The Air District's phone number shall also be visible to ensure compliance with
- All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe. (i.e., during any phase that will expose previously covered soils, there will be soil moisture monitoring in two locations on site, twice a day (mid-morning and mid-afternoon) and additional watering, beyond the twice-a-day watering referenced above, will be applied if the monitoring reveals that soil moisture content has dropped below 12%)
- All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph. [Occurs less than three percent of the year.]
- Vegetative ground cover (e.g., fast-germinating native grass seed) or other plants that offer dust mitigation measures shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.
- The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. To the extent feasible, activities shall be phased to reduce the amount of disturbed surfaces at any one time.
- All trucks and equipment, including their tires, shall be washed off prior to leaving the site.
- Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than one (1) percent.

2) Aspects of Project Designed To Limit Exhaust Emissions. The construction contractor shall implement the following measures during construction to reduce

- construction-related exhaust emissions: • Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to two (2) minutes Clear signage shall be provided for construction workers at all access points.
 - 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.
 - All construction equipment, diesel trucks and generators shall be equipped with Best Available Control Technology for emission reductions of NOx and PM to the maximum extent feasible. To this end, all generators and air compressors used on site shall be electric. All on road trucks used onsite shall be Year Model 2007 or better. Propane or LNG-fueled booms and scissor lifts shall be used.
 - Tier 2 or better for 20 percent of horsepower-hours of off-road diesel equipment shall be used during construction and 65 percent of horsepower hours during demolition.
 - All contractors shall, to the maximum extent feasible, use equipment that meets the ARB's most recent certification for off-road heavy duty diesel
 - No onsite grinding, crushing or shredding of asphalt or debris shall occur
 - Potential future measures that achieve the same or better performance criteria shall be submitted to the City for review and approval prior to initiating any changes.
 - Applicant shall provide the City and Genentech with a list of and schedule for demolition, grading and construction equipment and
 - A construction superintendent shall be on site during all demolition, grading and construction activities to enforce these regulations.

3) Compliance with BAAQMD Regulation 11, Rule 2 during Demolition. Demolition of existing buildings and structures would be subject to BAAQMD Regulation 11, Rule 2 (Asbestos Demolition, Renovation, and Manufacturing). BAAQMD Regulation 11, Rule 2 is intended to limit asbestos emissions from demolition or renovation of structures and the associated disturbance of

asbestos-containing waste material generated or handled during these activities.

The rule requires the notification of BAAQMD of any regulated renovation or demolition activity. This notification includes a description of structures and methods utilized to determine whether asbestos-containing materials are potentially present. All asbestos-containing material found on the site must be removed prior to demolition or renovation activity in accordance with BAAQMD Regulation 11, Rule 2, including specific requirements for surveying, notification, removal, and disposal of material containing asbestos.

4) Compliance with BAAQMD Regulation 8, Rule 3 for Architectural Coatings

Emissions of volatile organic compounds (VOC) due to the use of architectural coatings are regulated by the limits contained in Regulation 8: Organic Compounds, Rule 3: Architectural Coatings (Rule 8-3). Rule 8-3 was recently revised to include more stringent VOC limit requirements. The revised VOC architectural coating limits, which became effective on January 1, 2011, are projected to result in a 32 percent reduction of VOC emissions in the Bay Area associated with architectural coating applications.

B. Transportation and Green House Gas Reduction Measures

The applicant proposes a Transportation Demand Management Program (TDM Program) (475 Eccles Avenue Transportation Demand Management Program, Fehr & Peers, October, 2011). The TDM Program is aimed at a 30 percent mode shift compared to projects that do not include a TDM, to qualify for a 1.0 FAR. The TDM Program is required by law to be reviewed by the City and modified by the Applicant as required by the City to meet the mode shift requirements. Performance audits are also required. The Applicant proposes the following measures, at a minimum, for the TDM Program:

- 1. Bicycle Parking (racks for visitors and sheltered bicycle parking for employees).
- 2. Shower and locker facilities (in lease agreement).
- 3. Preferential Carpool and Vanpool Parking. 4. Passenger loading zones for carpool and vanpool drop-off.
- 5. Pedestrian Connections.

documents include:

- 6. TDM coordinator (in lease agreement).
- 7. Carpool/Vanpool Matching services (TDM coordinator responsibility).
- 8. Guaranteed ride home (through Traffic Congestion Relief Alliance). 9. Information Board for TDM Program (in lease agreement).
- 10. Promotional programs including new employee orientation and TDM Programs (TDM coordinator responsibility).
- 11. Shuttle bus service to Caltrain and BART and downtown Dasher, coordinated
- with Alliance (TDM coordinator responsibility.) 12. Membership in Peninsula Traffic Congestion Relief Alliance.

C. Construction and Operational Design Elements Addressing Environmental Sustainability

The LEED design and construction strategies that have been integrated into the planning

- 1. The use of a previously developed site without impacts associated with endangered
- species, flood plain, and adjacency to wetlands or bodies of water. 2. The Project will document and remediate asbestos previous to demolition.
- 3. A TDM Program that includes the use of public/privates shuttles providing access to major public transportation hubs. In addition to the requirements for bike parking the Project will include shower/changing room amenities for bike users.
- 4. The Project will provide adequate preferred parking for low-emitting and alternative fuel vehicles. The Project will provide fewer parking spaces than those referenced in local zoning requirements.
- 5. The Project provides more than 20 percent of the total site area in open space. More than 50 percent of all parking will be under cover to reduce heat island effects for site surfaces.
- 6. The Project has developed tenant design and construction guidelines including recommendations and requirements for tenant improvements.
- 7. Indoor plumbing fixtures within the core and shell design and those required by the tenant scope of work will achieve greater than a 30 percent water use reduction. 8. Site landscape and irrigation equipment will provide irrigation efficiencies greater
- than 50 percent reduction from a standard summer baseline. 9. The Project will provide fundamental and enhanced commissioning (Cx) of MEP energy systems, including a requirement for tenant improvement Enhanced Cx and a 10 month post-occupancy return to verify equipment warranty and operational efficiencies. Current energy model targets anticipate a greater than 15% reduction in energy compared to Title 24 and ASHRAE 90.1. Base building and tenant improvement mechanical and food service equipment will be required to comply

with enhanced refrigerant management requirements. The Project will provide

adequate areas for the collection and storage of recyclables, and tenants will be

- required to implement desk-side recycling. 10. The Project has developed a Construction Waste Management plan that targets at least 75% diversion of landfill waste, with a goal of 95% diversion. The Project has integrated requirements into planning specifications and plans to target a greater than 20% recycled and regional content (by cost) in all building materials for the project. The Project will target a greater than 50 percent FSC certified wood content
- 11. The Project will require, and require tenants, all materials installed within the vapor barrier of the Project to comply with LEED/CalGreen VOC & CARB requirements, and specifically contain no-added urea-formaldehyde (NAUF) products. The Project will conduct, and require tenants to conduct, and Indoor Air Quality Management Plan for Construction Activities that requires contractors to comply with SMACNA IAQ guidelines for best practices during construction.

(by cost) in all new wood building materials for the project.

Please see Table 2.1 for a complete list of LEED Silver measures provided by the Applicant to be incorporated into the Project, or an equivalent thereto.

TABLE 2.2 LEED SILVER MEASURES REMEDIATION MEASURES

LEED SILVE	
Site Selection	Brownfield Redevelopment
Alternative Transportation, Public Transportation Access	Alternative Transportation, Bicycle Storage & Changing Rooms
Alternative Transportation, Low Emitting & Fuel Efficient Vehicles	Alternative Transportation, Parking Capacity
Site Development, Maximize Open Space	Tenant Design and Construction Guidelines
Heat Island Effect, Roof	Innovation in Design: Green Building Education Program
Water Use Reduction, 30% Reduction	Water Efficient Landscaping, Reduce by 50%
Fundamental Commissioning of the Building Energy Systems	Optimize Energy Performance - (15%)
Fundamental Refrigerant Management	Enhanced Commissioning
Storage & Collection of Recyclables	Construction Waste Management, Divert 50%
Construction Waste Management, Divert 75%	Recycled Content, 10%
Recycled Content, 20%	Regional Materials, 10%
Certified Wood	Minimum IAQ Performance
Environmental Tobacco Smoke (ETS) Control	Construction IAQ Management Plan, During Construction
Low-Emitting Materials, Adhesives & Sealants	Low-Emitting Materials, Paints & Coatings
Low-Emitting Materials, Carpet Systems	Low-Emitting Materials, Composite Wood & Agrifiber Products
Daylight & Views, Views for 90% of Spaces	Exemplary Performance: SSc4 Comprehensive Transit Plan
Exemplary Performance: EQc3 Tenant IAQ Plan, Construction	

TABLE 2.1

D. SITE REMEDIATION FOR ASBESTOS, LEAD BASED PAINTS AND RECOGNIZED **ENVIRONMENTAL CONDITIONS**

The Applicant will, as indicated on the plans and application materials, remove lead based paints and has already removed much of the asbestos containing materials in the building (Certificate of Job Completion, Professional Asbestos and Lead Services, Inc., March-April, 2012). During Project demolition minor amounts of asbestos will be removed as electrical equipment is removed providing access to the location of the material.

During the Phase 1 Environmental Site Assessment (URS, July 2012) one potential sump was observed on the Project site during the site reconnaissance. The potential sump is on the warehouse floor, and was obstructed with a metal cover. The cover was coated with significant oil staining. Subsequent to the site reconnaissance, facility personnel attempted to remove the cover and photograph the area below. There was an additional metal cover present below that could not be removed. This metal cover was also stained with oil, and the area below could not be assessed.

The Applicant as shown on the plans will conduct the following remediation which is largely standard procedure. The work will be done during the demolition and site preparation phase of the

Media	Hazardous Materials	Approach
Vault/pit interior concrete Investigation	All	 Mobilize equipment to remove metal cover Inspect interior concrete for the presence of liquid or significant staining and integrity of the concrete. Collect sample of any liquid material present or concrete chip sample.
Soil - Investigation	All	 If staining/liquid are present and concrete is in poor condition soil sampling should be conducted. Apply for boring permit from the San Mateo County Environmental Health Department (SMCEHD). Advance one soil boring below the pit using a direct push drill rig to 20 feet below ground surface. Collect soil samples at 1, 5, 10 and 20 feet bgs. Analyze samples for VOCs, total petroleum hydrocarbons, semi volatile organic compounds (SVOCs) PCBs, and metals. Report results to the SMCEHD and consult for remediation requirements. Remediation of contaminated soils can be completed during the demolition stage of the Project.
Soil Remediation (ex- situ)	Fuels	 Reuse on Site (if concentration is less than 100 ppm). Haul and Dispose at appropriate landfill. Capping and vapor barrier. Treat on site (see below).
Soil Remediation (ex-situ)	VOCs (gasoline fuels, solvents)	 Consult the SMCEHD for requirements. Haul and Dispose. Aeration – requires a notification to BAAQMD, daily volumes are limited. Vapor Stripping – apply vacuum system to covered piles, notify BAAQMD. Bioremediation - apply bio-treatment materials, moisture and "work" soil piles. Thermal Desorption – various vendors provide mobile treatment units. Capping and vapor barrier.
Media	Hazardous Materials	
Soil Remediation	Inorganics	Approach Consult BAAOMD and SMCEHD for
(ex-situ)	(metals)	 Consult BAAQMD and SMCEHD for requirements. Haul and Dispose. Chemical Stabilization. Sorting – reduce waste volume by screening to target contaminant particle size.
Soil Remediation (in-situ)	VOCs	 Consult SMCEHD for requirements. Soil Vapor Extraction – apply vacuum to vapor wells, notify BAAQMD. In-situ chemical oxidation. In-Situ Vitrification – use electricity to melt waste and surrounding soils.
Soil Remediation (in-situ)	SVOCs	 Consult SMCEHD for requirements. Bioremediation – saturate soils with bio-treatment materials. Chemical Stabilization – saturate soils with chemicals to immobilize contaminants. In-Situ Vitrification. Capping .
Groundwater - Investigation	All	 If contaminants are detected in the 20 foot below ground surface soil sample an additional boring should be completed to groundwater. Analyze sample for contaminants detected in soil. Report results to the SMCEHD and consult on remedial alternatives.
Groundwater Remediation	VOCs	 Consult BAAQMD and SMCEHD for requirements. Pump and Treat – pump from wells, treat and discharge treated water. Air Sparging – inject air to volatilize contaminants and create aerobic groundwater conditions suitable for natural bioremediation. Generally applied in conjunction with Soil Vapor Extraction to control released volatiles. Bioremediation – inject bio-treatment materials into affected groundwater. Chemical Oxidation – inject oxidation chemicals into affected groundwater.
Groundwater	SVOCs	Consult BAAQMD for requirements.

Hazardous Materials Approach

The Project submittals note that a Licensed General Contractor with Hazardous Substance Removal Certification from the State of California will inspect and remove the electrical equipment. The qualifications of the contractor will be noted on the plans submitted to the City for issuance of a demolition permit.

Consult BAAQMD for requirements.

• Chemical Immobilization – inject chemicals to

precipitate or chemically fix contaminants to soil

Pump and Treat.

Groundwater

Remediation

DATE DESCRIPTION BioMed Realty
Discover here **ENVIRONMENTAL MEASURES** 11.26.12 **ENV MEASURES REVISION**

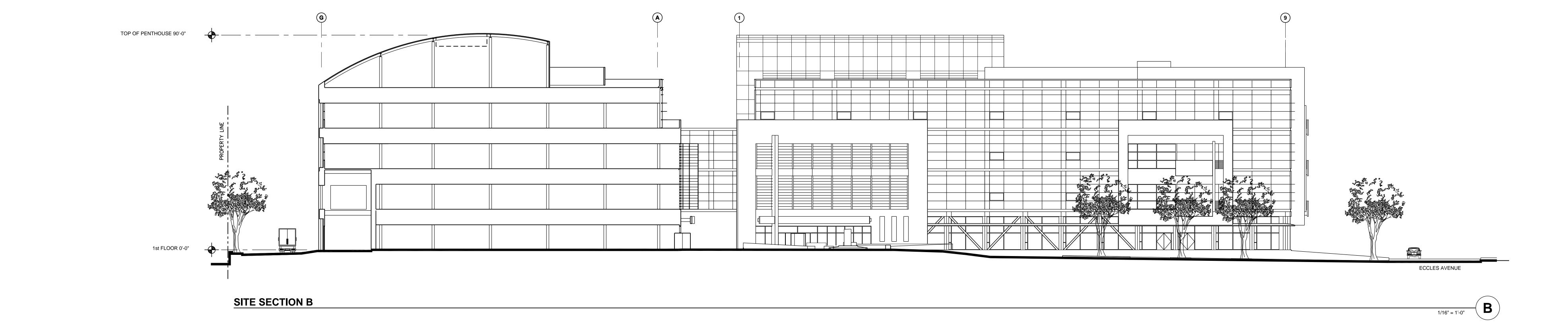
LIFE SCIENCE CAMPUS - 475 ECCLES

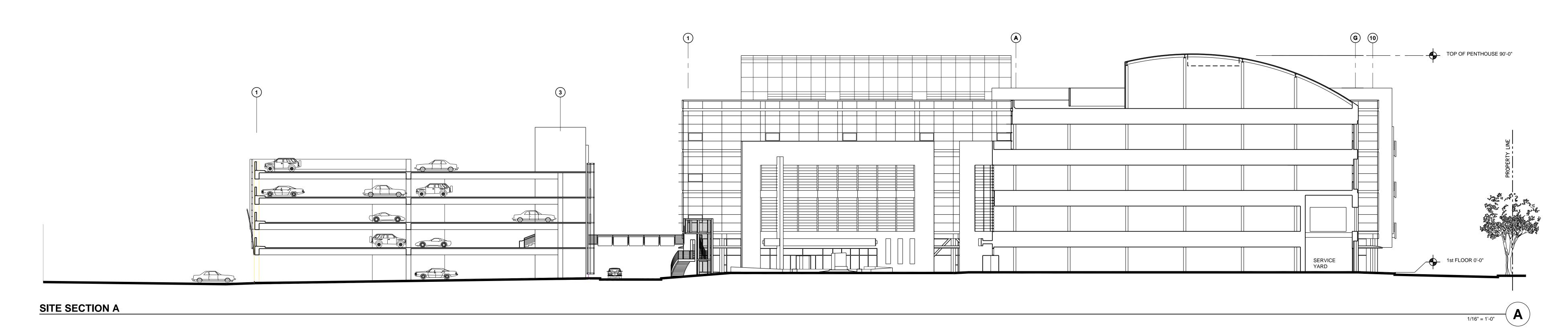
475 ECCLES AVENUE

South San Francisco, CA 94080

ENVIRONMENTAL MEASURES

P-A1.1A





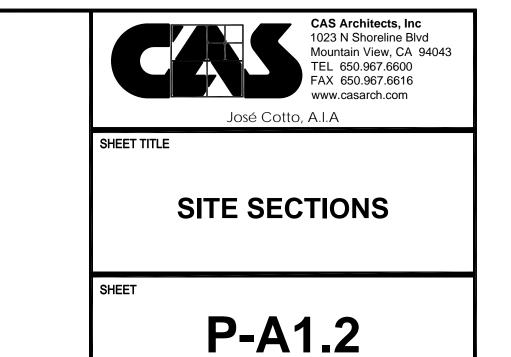
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		PLANNING REVIEW	04.12.12
		PLANNING RESUBMITTAL	05.24.12
I		PLANNING COMMISSION	11.26.12
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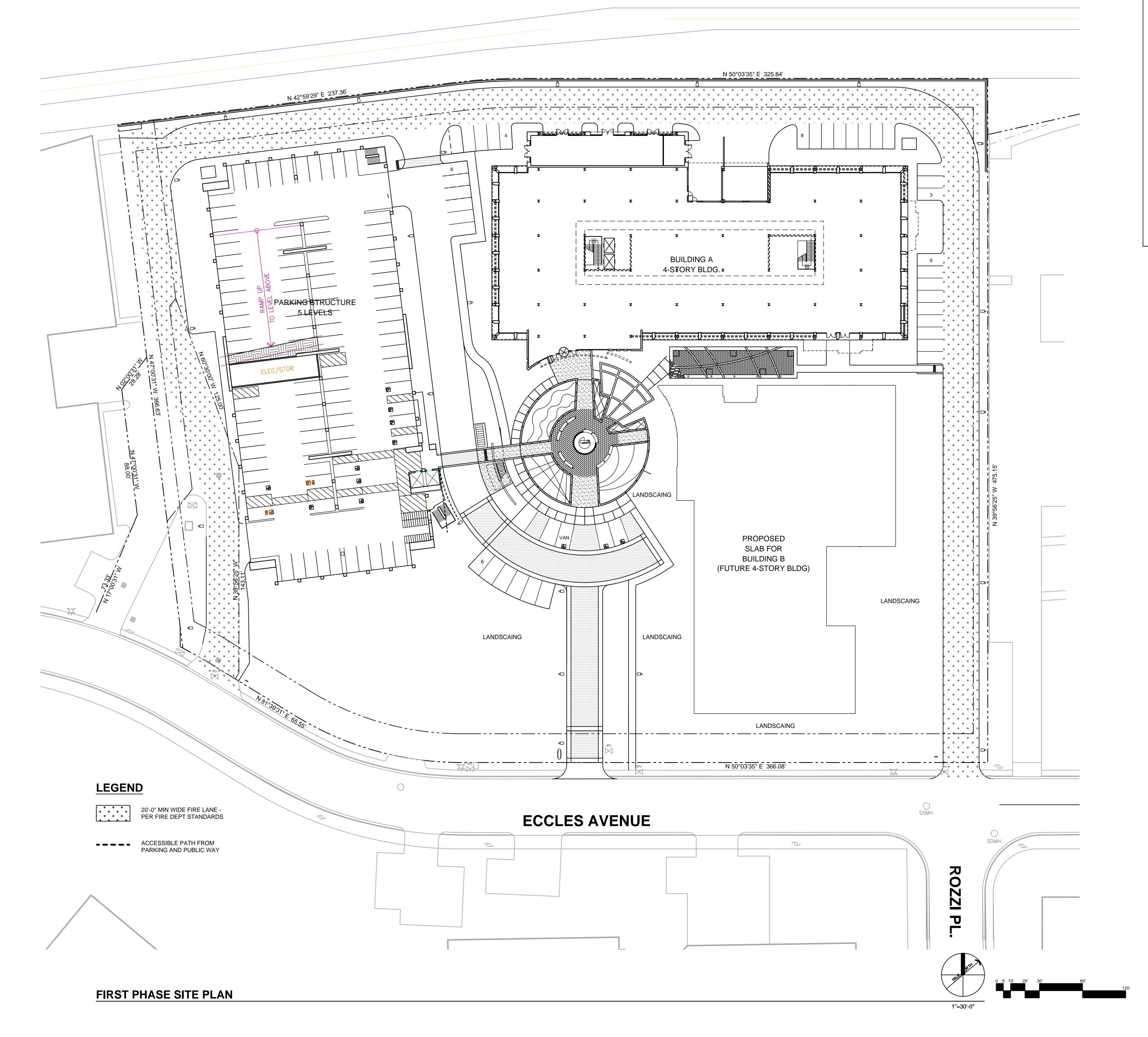
LIFE SCIENCE CAMPUS - 475 ECCLES

AZE COOLEO AVENUE

4/5 E	CCLES AVE	:NU	E
outh San	Francisco,	CA	9408



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- 1. SHOULD A PHASED CONSTRUCTION BE REQUIRED, THE INTENT IS TO CONSTRUCT BUILDING A AND THE PARKING STRUCTURE WITHIN THE FIRST PHASE. THIS DRAWING SHOWS THE SITE AS IT WOULD BE FOLLOWING THE FIRST PHASE OF CONSTRUCTION.
- TEMPORARY LANDSCAPING CONSISTENT WITH THE OVERALL LANDSCAPE DESIGN IS PROPOSED IN AREAS OF THE SITE WHICH WILL BE DEVELOPED IN THE SECOND PHASE.

B	BioMed Realty
8	Discover here™

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475 ECCLES AVENUE

South San Francisco, CA 94080

P-A1.3

SITE PLAN

PHASE 1

DATE

11.15.11

04.12.12

05.24.12

11.26.12

09.19.14

DESCRIPTION

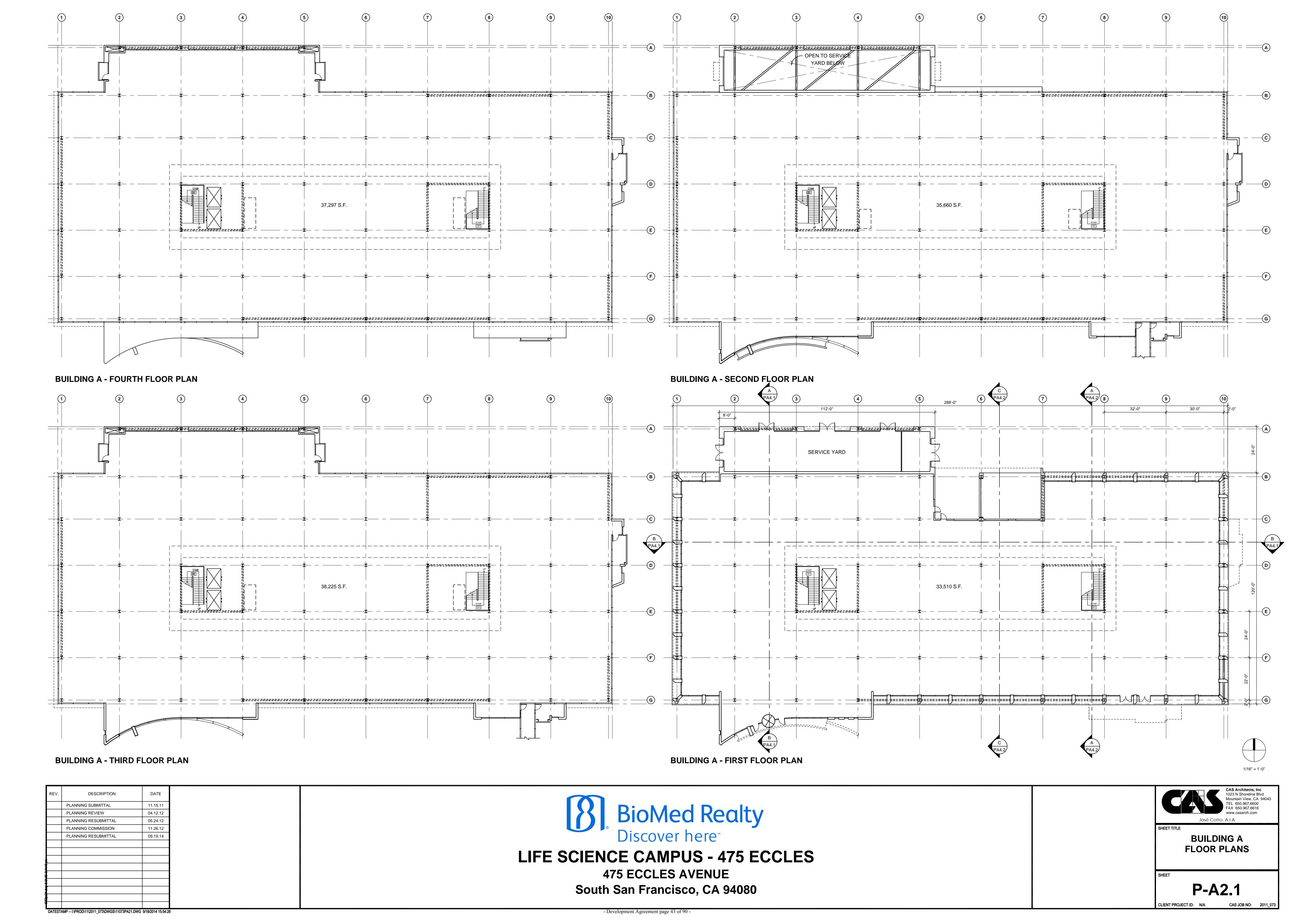
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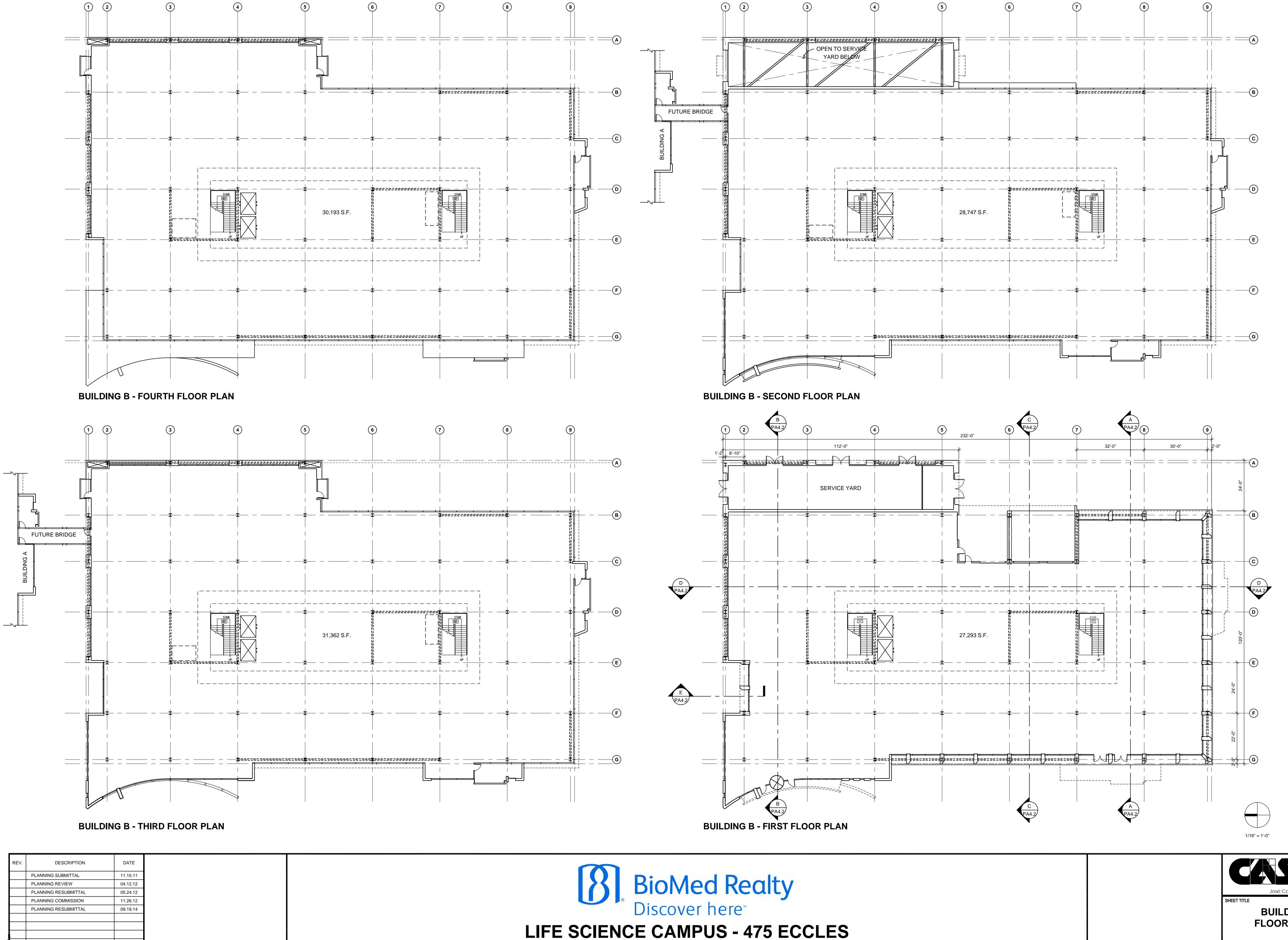
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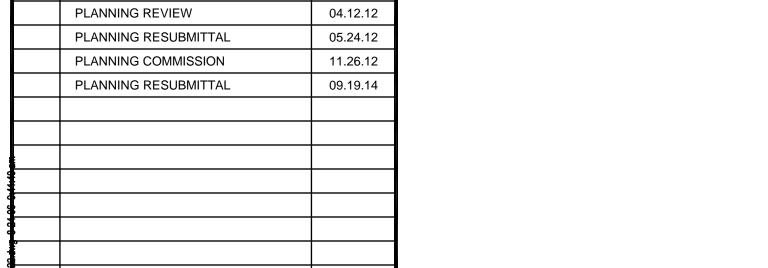
PLANNING COMMISSION

PLANNING RESUBMITTAL

PLANNING REVIEW







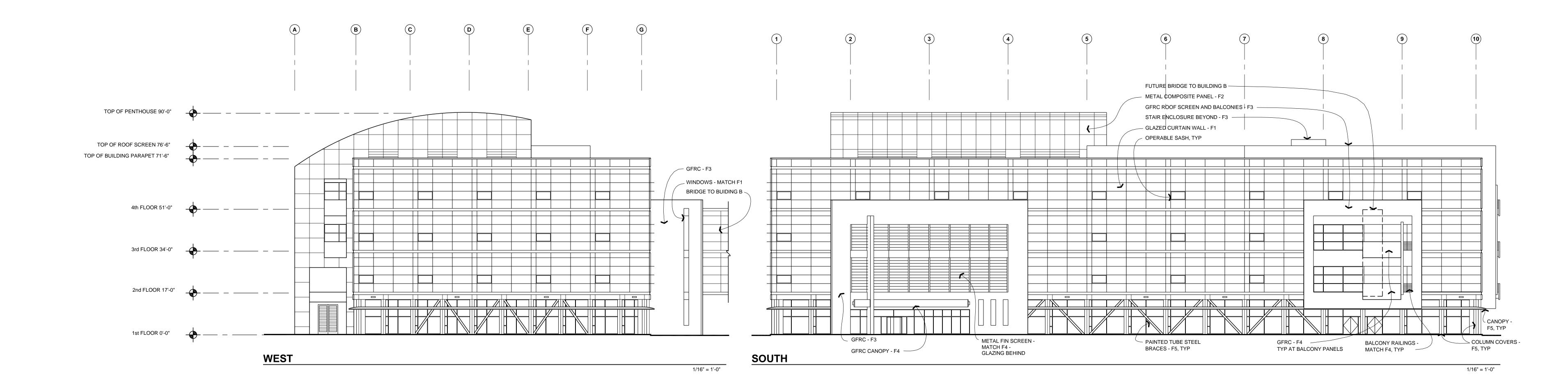
475 ECCLES AVENUE South San Francisco, CA 94080

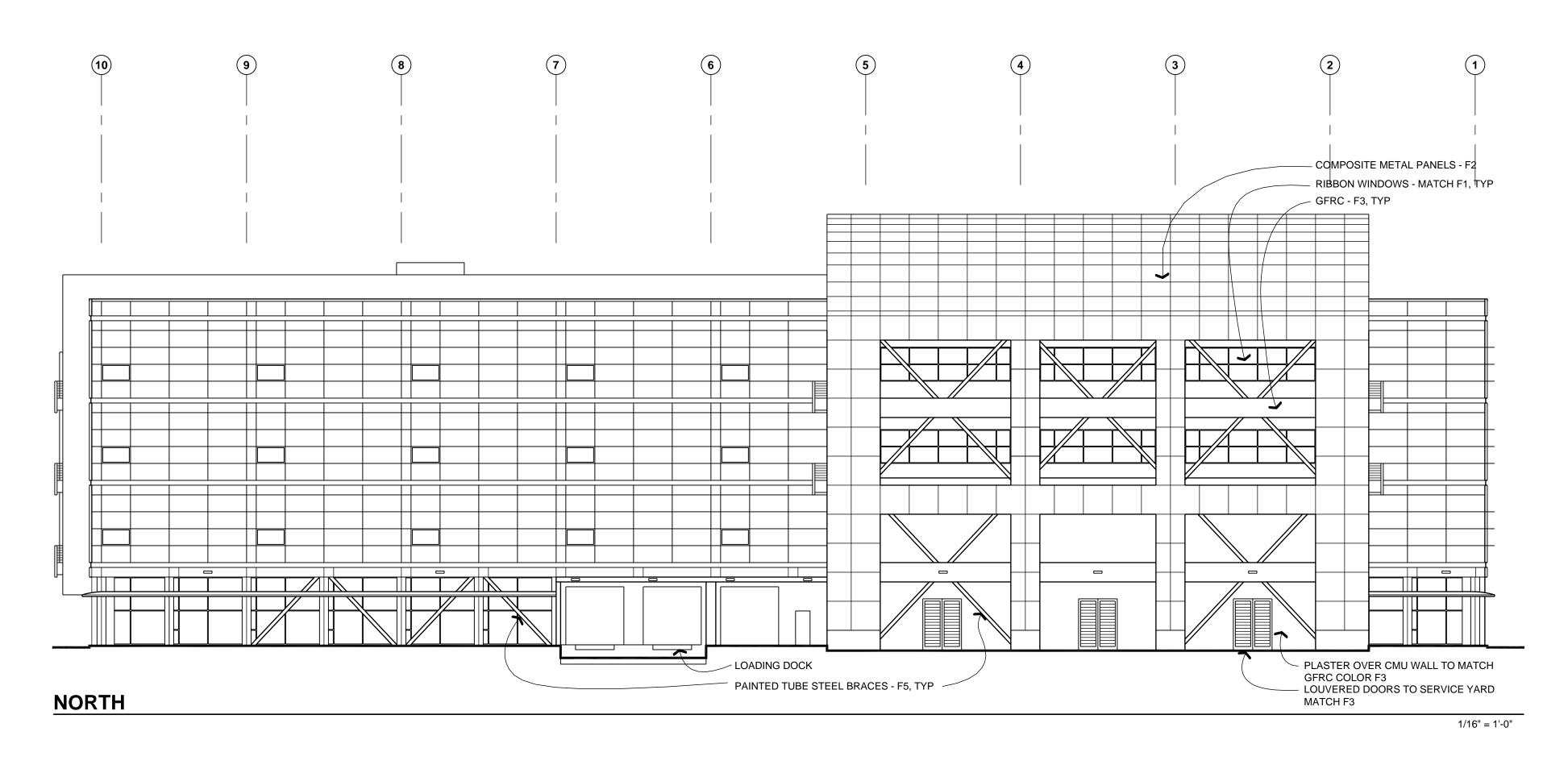
- Development Agreement page 44 of 90 -

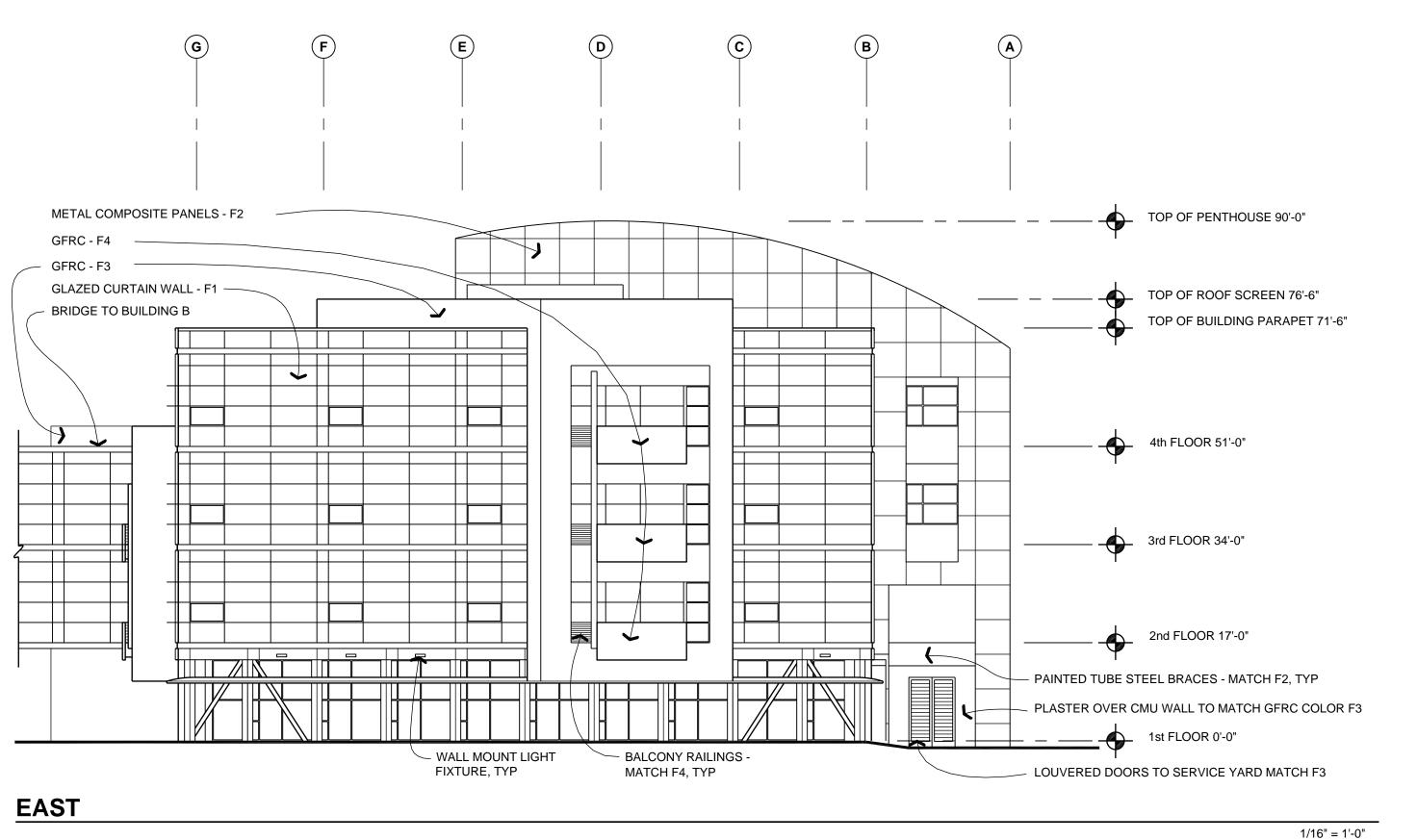


BUILDING B FLOOR PLANS

P-A2.2







FINISH SCHEDULE

- F1 SOLARBAN 70XL IN ANODIZED ALUMINUM FRAME
- COMPOSITE PANEL, SILVER METALIC FINISH GFRC TO MATCH PAINT COLOR DEC728 MADERA
- GFRC TO MATCH PAINT COLOR
- DEW383 COOL DECEMBER
- F5 BRACE PAINT AND COLUMN COVERS TO MATCH F2



LIFE SCIENCE CAMPUS - 475 ECCLES

475 ECCLES AVENUE

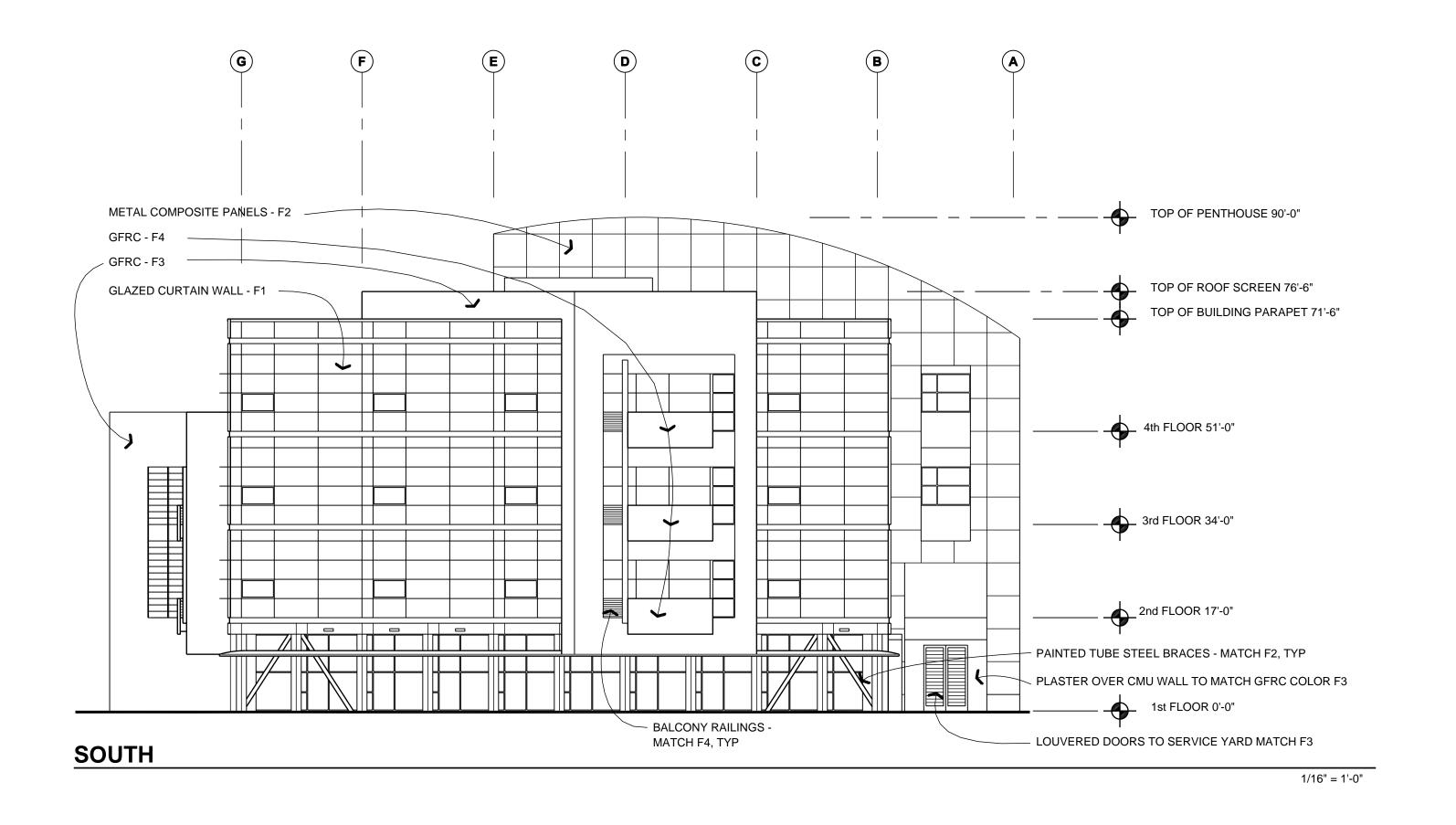
South San Francisco, CA 94080

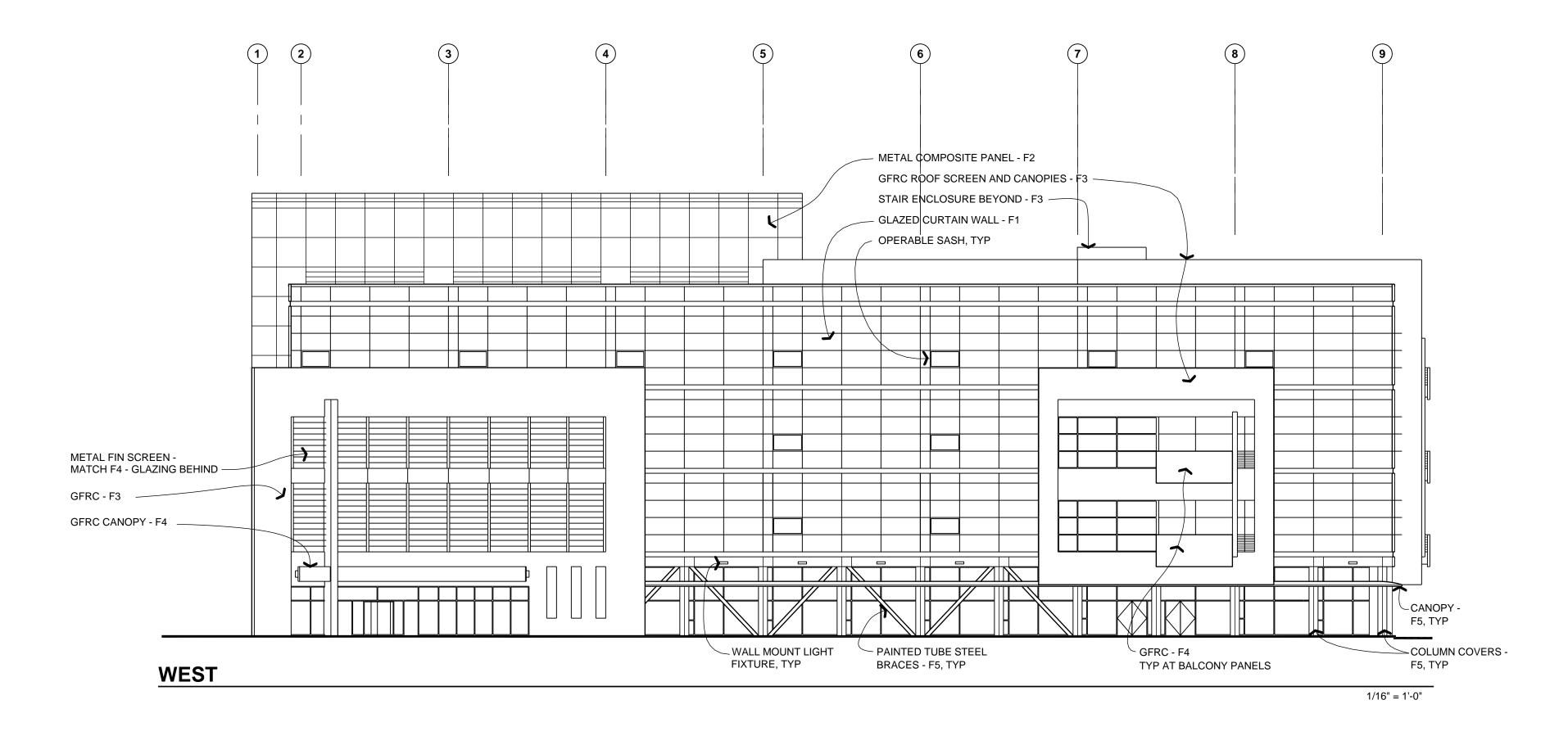
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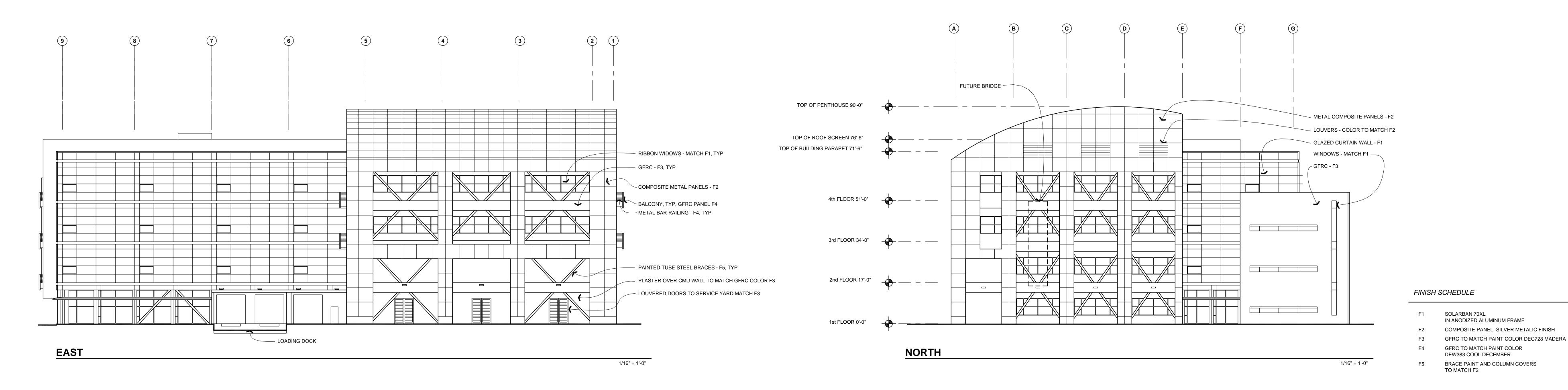
BUILDING A

ELEVATIONS

- Development Agreement page 45 of 90 -







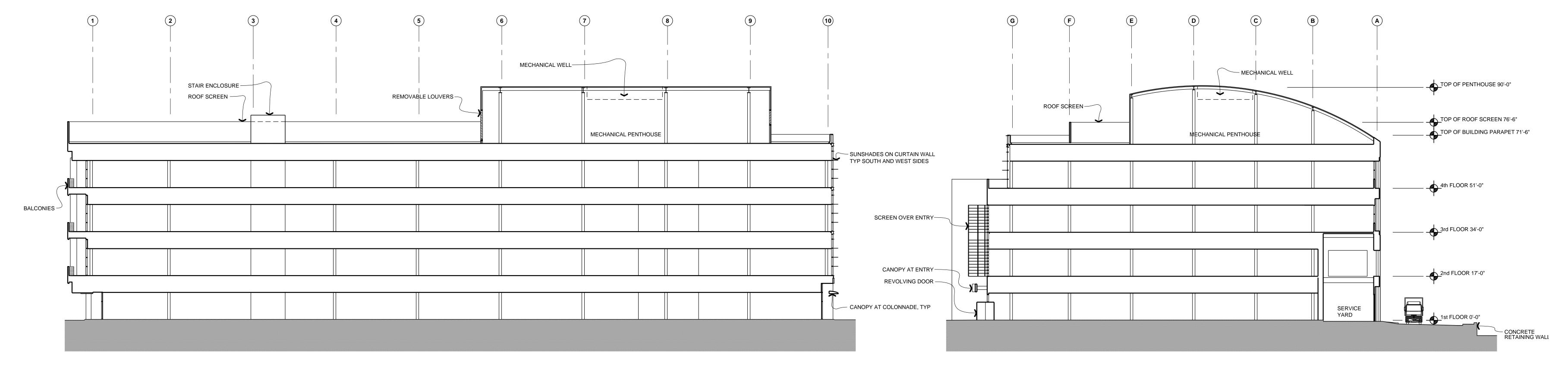
DESCRIPTION	DATE	
PLANNING SUBMITTAL	11.15.11	
PLANNING REVIEW	04.12.12	BioMed Red
PLANNING RESUBMITTAL	05.24.12	DIOIVICU NCC
PLANNING COMMISSION	11.26.12	
PLANNING RESUBMITTAL	09.19.14	Discover here™
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475 ECCLES AVENUE South San Francisco, CA 94080

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BUILDING B ELEVATIONS	· · · · · · · · · · · · · · · · · · ·	
BUILDING B	SHEET	
SHEET TITLE		
	SHEET TITLE	
		TEL 650.967.6600 FAX 650.967.6616 www.casarch.com



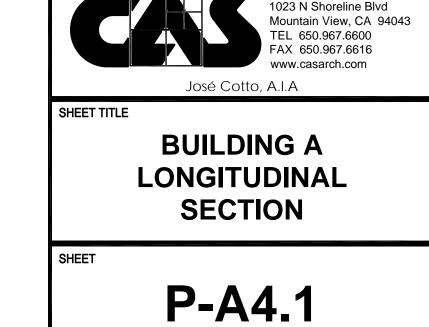
SECTION A SECTION B 1/16" = 1'-0" 1/16" = 1'-0"

RE	V. DESCRIPTION	DATE
	PLANNING SUBMITTAL	11.15.11
	PLANNING REVIEW	04.12.12
	PLANNING RESUBMITTAL	05.24.12
	PLANNING COMMISSION	11.26.12
	PLANNING RESUBMITTAL	09.19.14

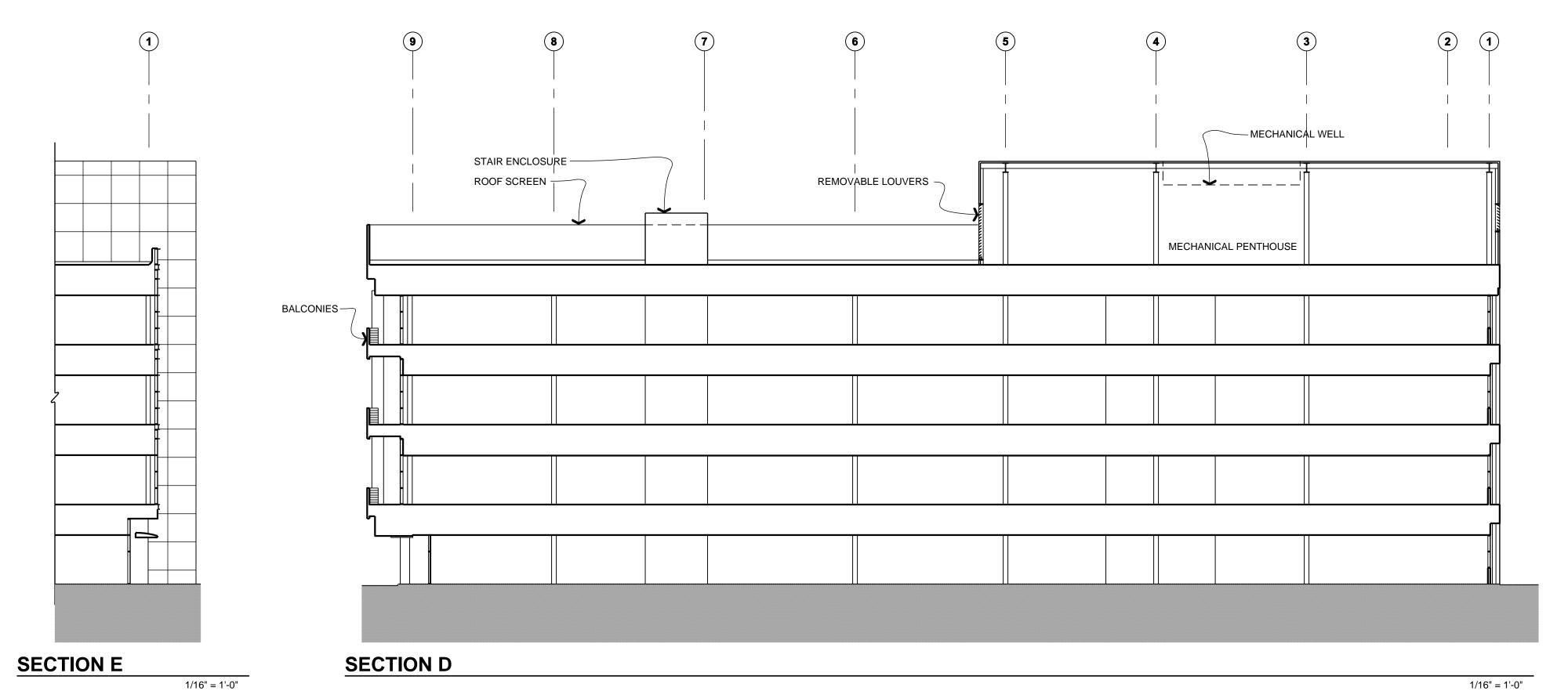


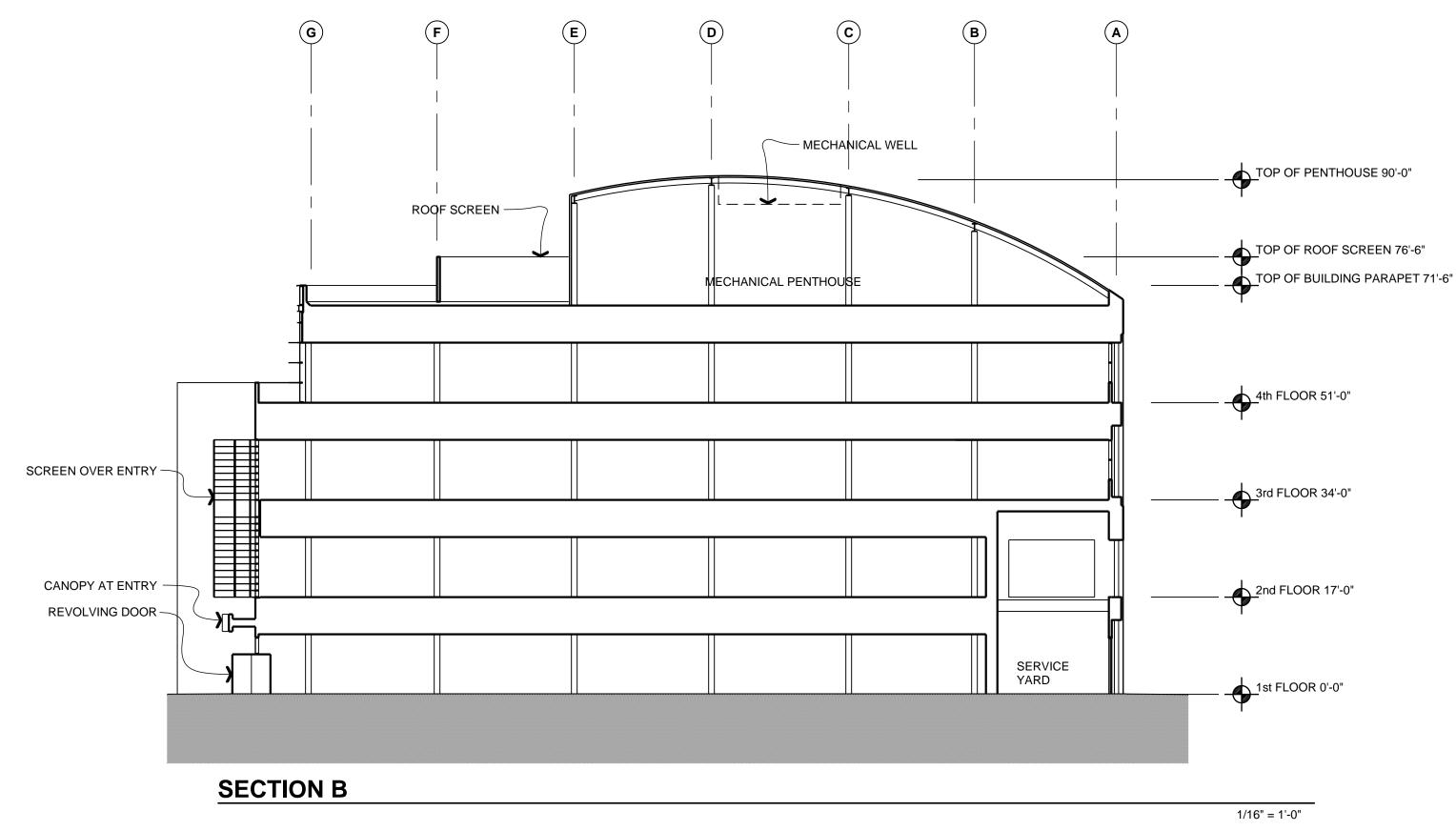
LIFE SCIENCE CAMPUS - 475 ECCLES

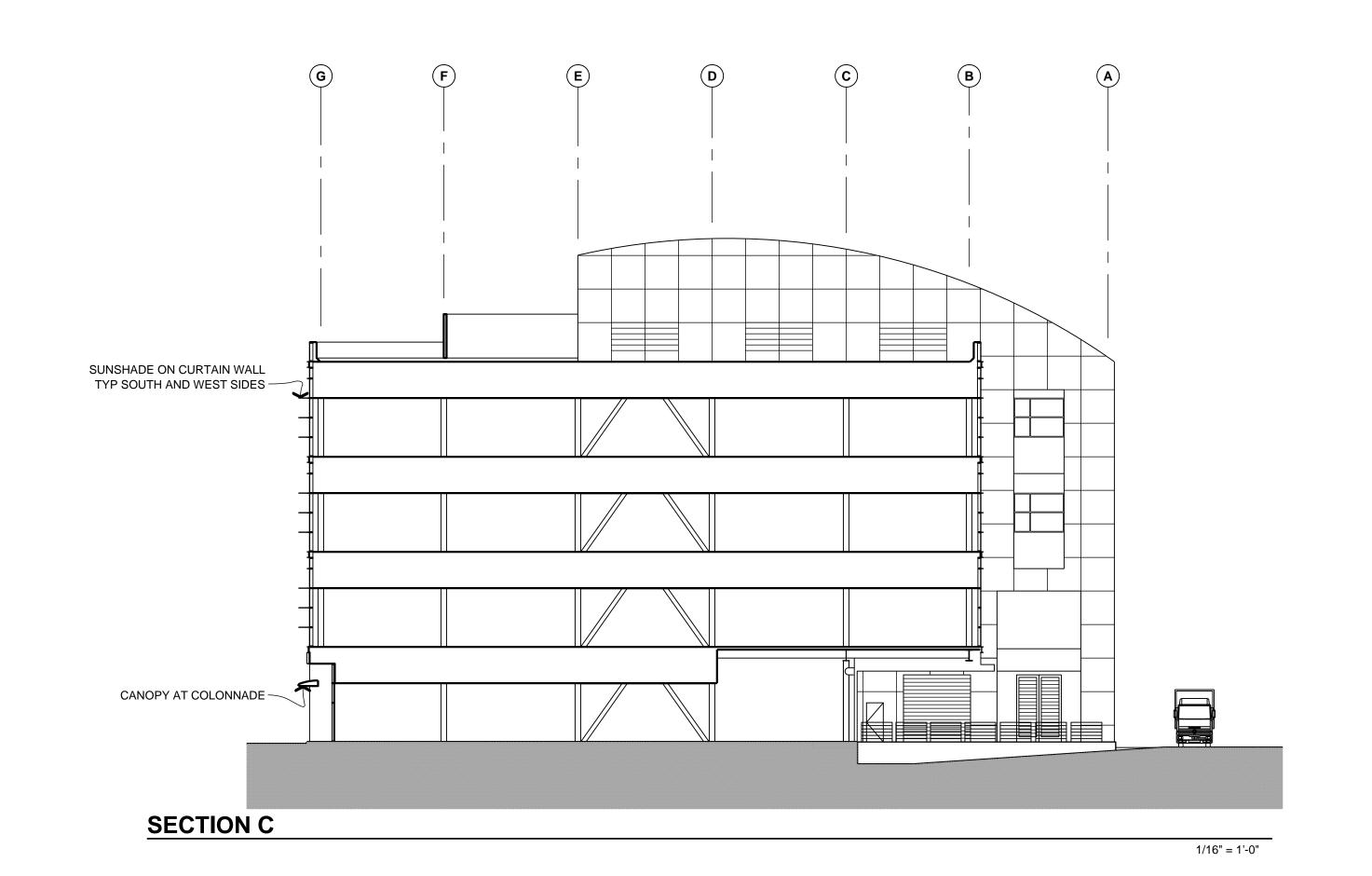
4	75 E	CCLES AVI	ENU	E
South	San	Francisco,	CA	94080

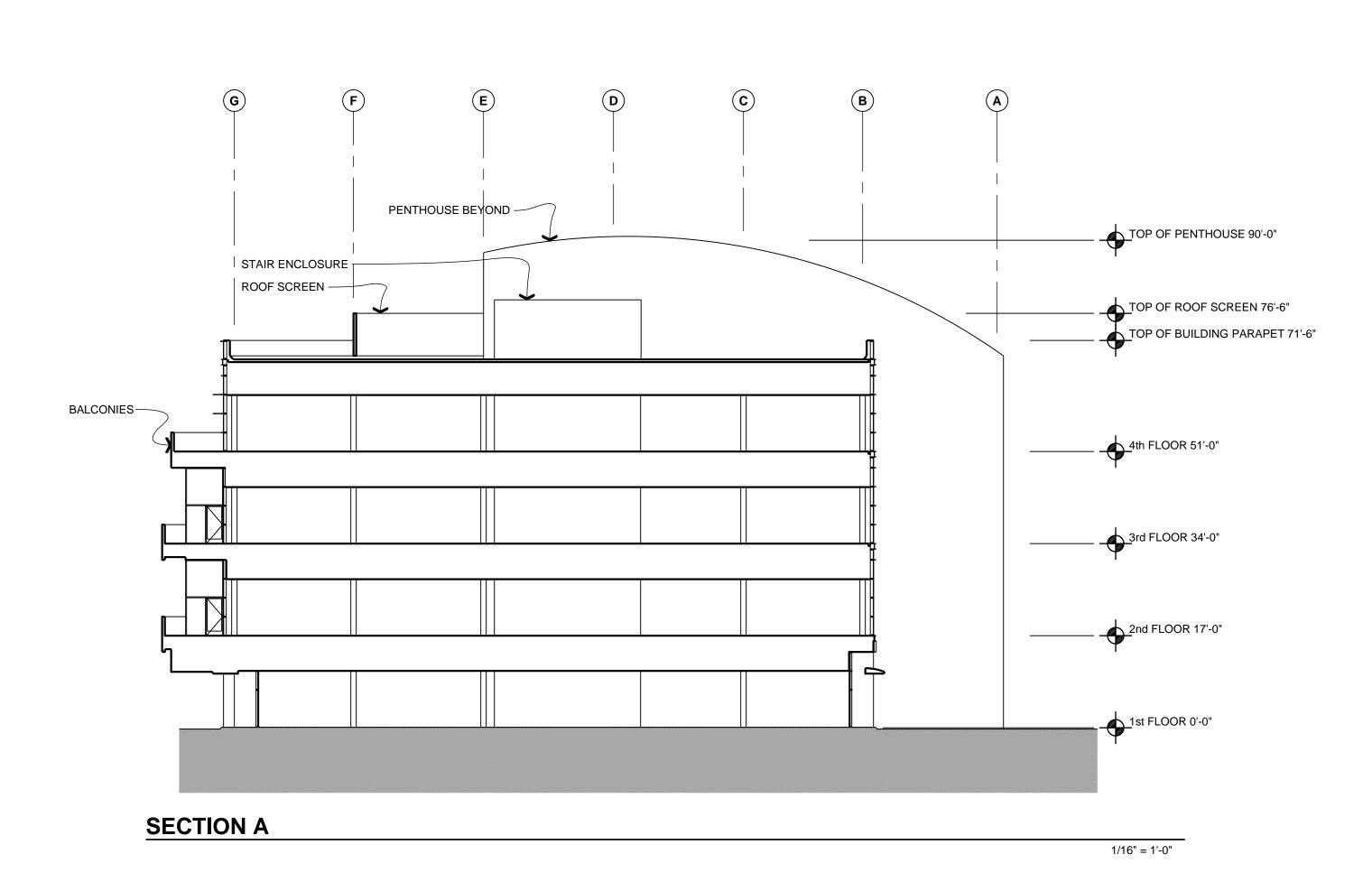


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	REV.	DESCRIPTION	DATE	
		PLANNING SUBMITTAL	11.15.11	
		PLANNING REVIEW	04.12.12	
		PLANNING RESUBMITTAL	05.24.12	
		PLANNING COMMISSION	11.26.12	
		PLANNING RESUBMITTAL	09.19.14	
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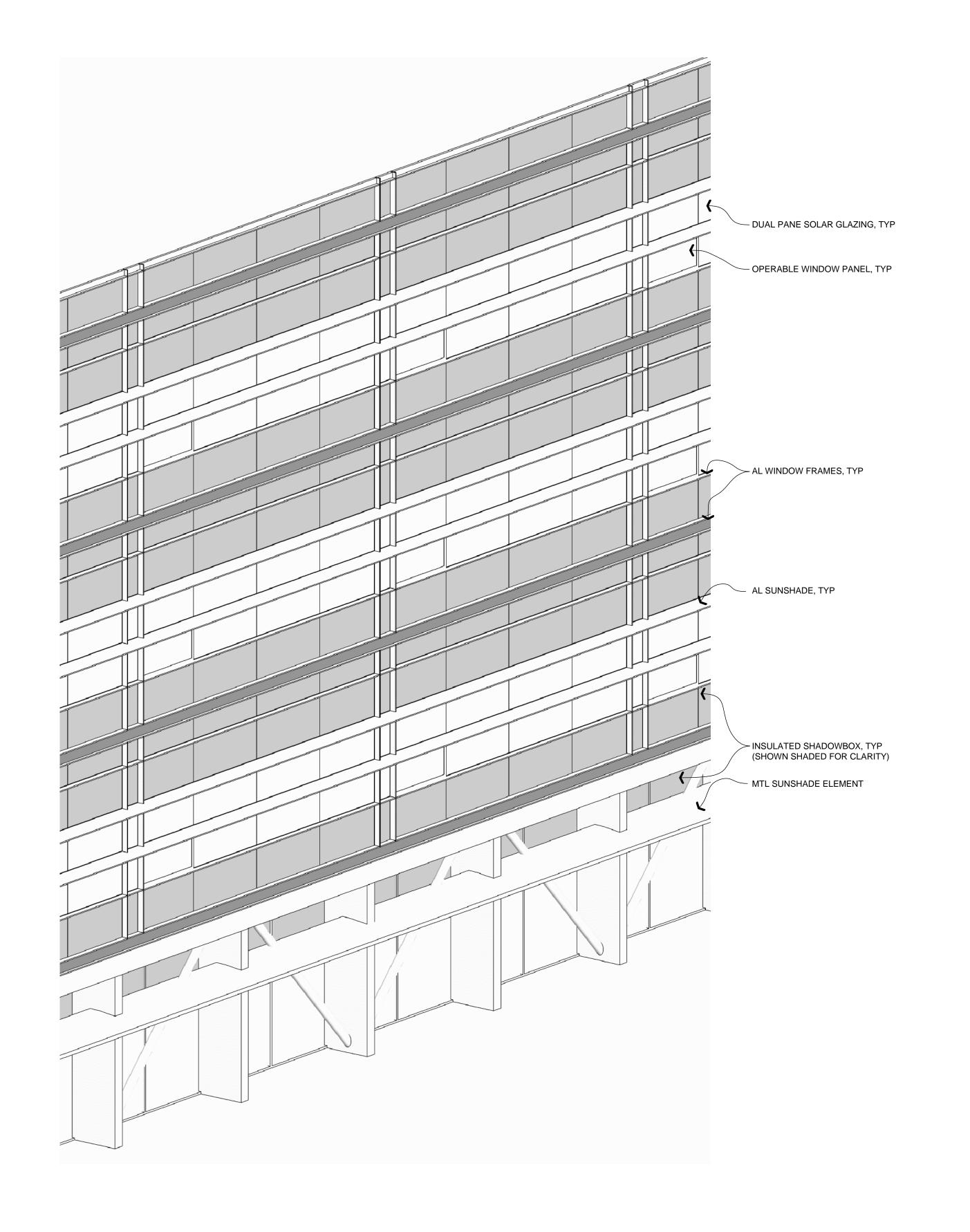


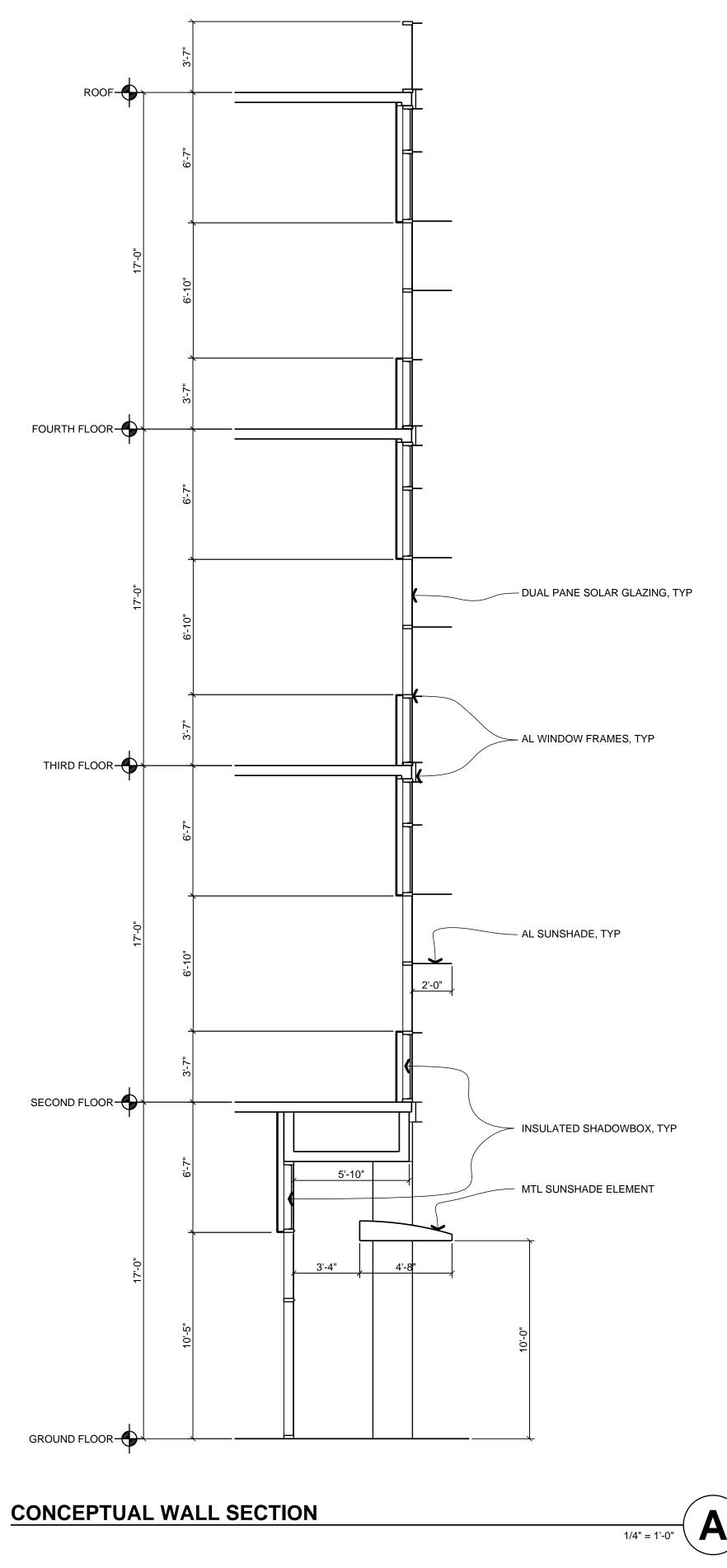
LIFE SCIENCE CAMPUS - 475 ECCLES

475 ECCLES AVENUE South San Francisco, CA 94080

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	CAS Architects 1023 N Shorelin Mountain View, TEL 650.967.66 FAX 650.967.66 www.casarch.co	e Blvd CA 94043 600 616
	José Cotto, A.I.A	
SHEET TITLE	BUILDING B	
	SECTIONS	





CONCEPTUAL WALL SECTION

REV.	DESCRIPTION	DATE
	PLANNING SUBMITTAL	11.15.11
	PLANNING REVIEW	04.12.12
	PLANNING RESUBMITTAL	05.24.12
	PLANNING COMMISSION	11.26.12
	PLANNING RESUBMITTAL	09.19.14

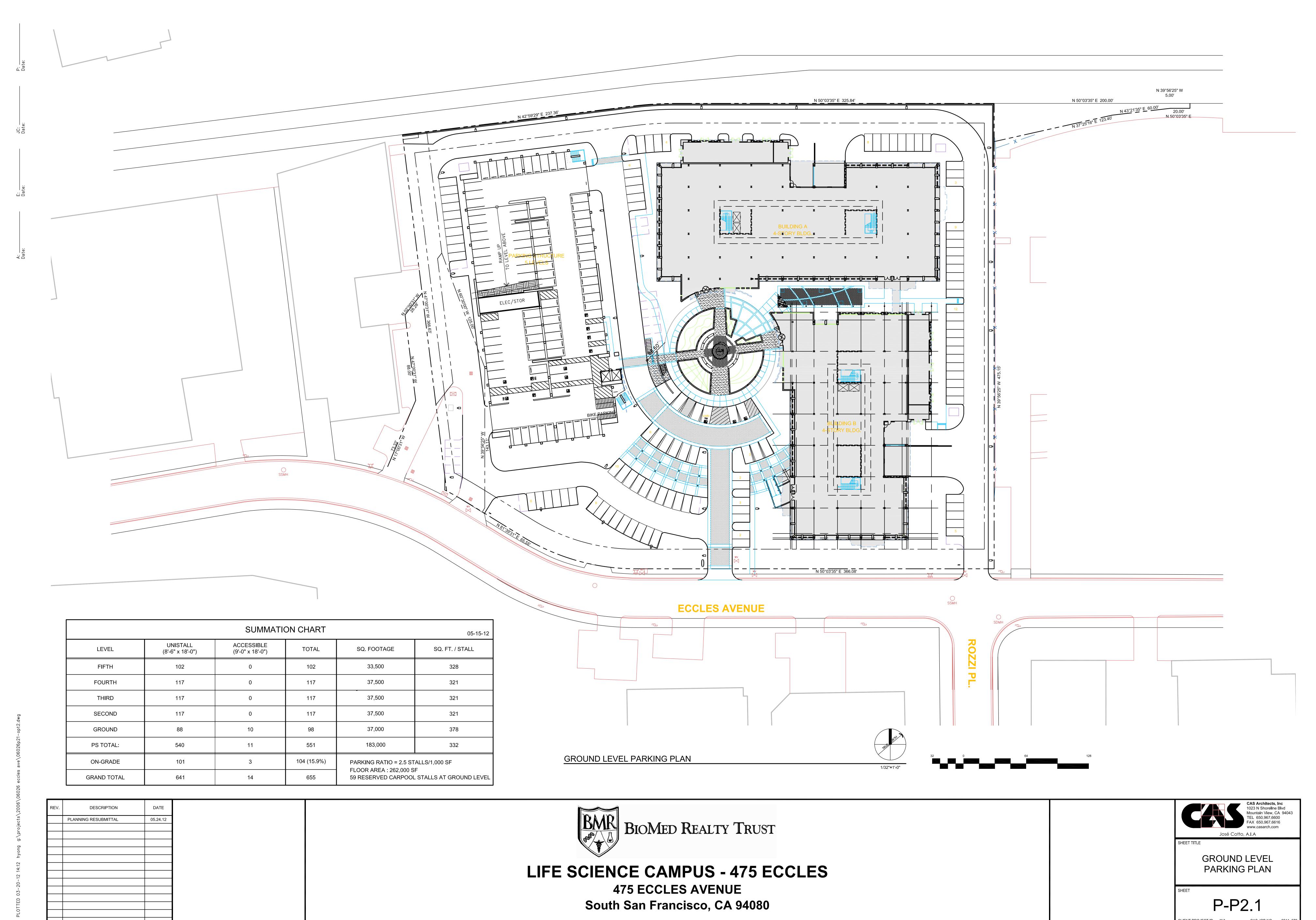


LIFE SCIENCE CAMPUS - 475 ECCLES

475 ECCLES AVENUE

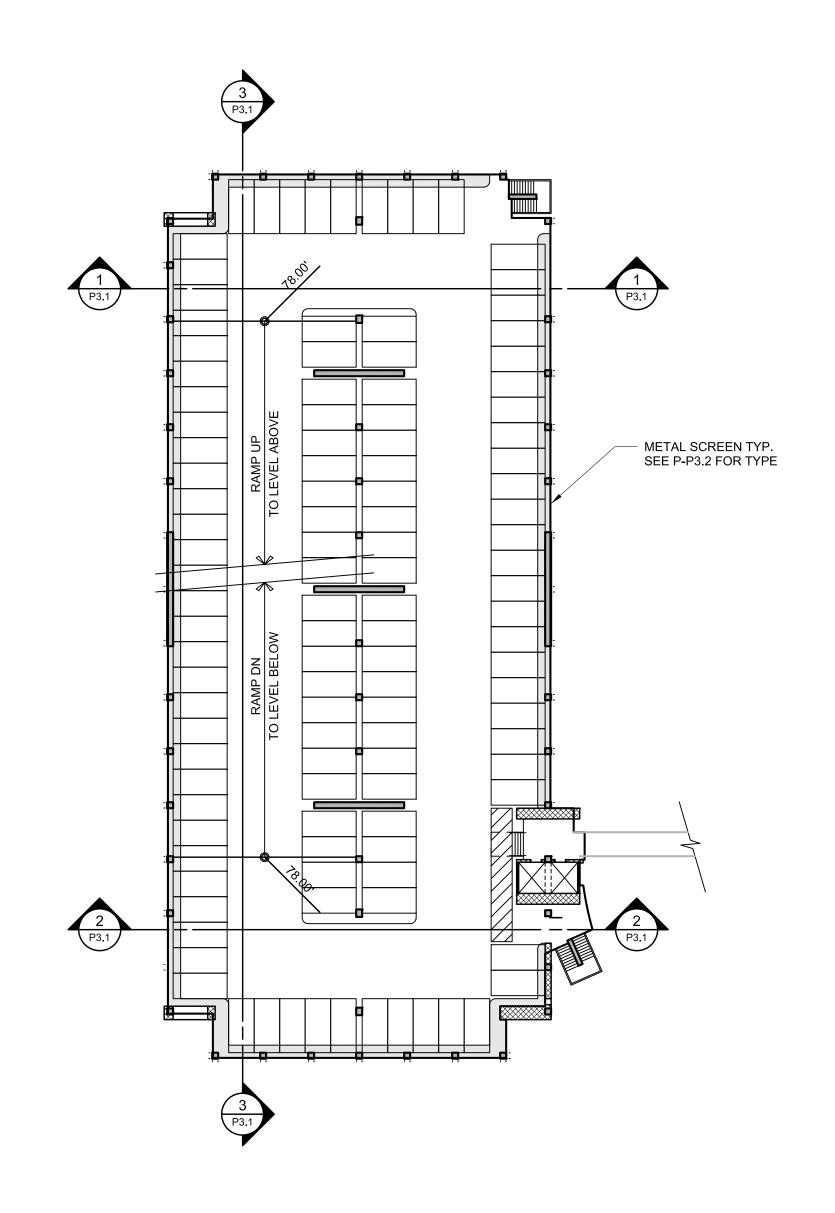
South San Francisco, CA 94080

GLASS SKIN STUDY P-A4.3



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- Development Agreement page 50 of 90 -



1/32"=1'-0"

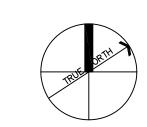
J <u>M</u>-N0 P METAL SCREEN TYP. SEE P-P3.2 FOR TYPE Q

METAL SCREEN TYP.
 SEE P-P3.2 FOR TYPE

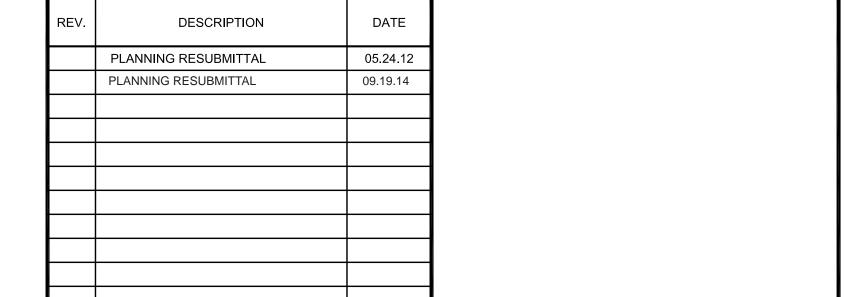
SECOND LEVEL PARKING PLAN

TYPICAL LEVEL PARKING PLAN

FIFTH LEVEL PARKING PLAN









1/32"=1'-0"

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475 ECCLES AVENUE

South San Francisco, CA 94080

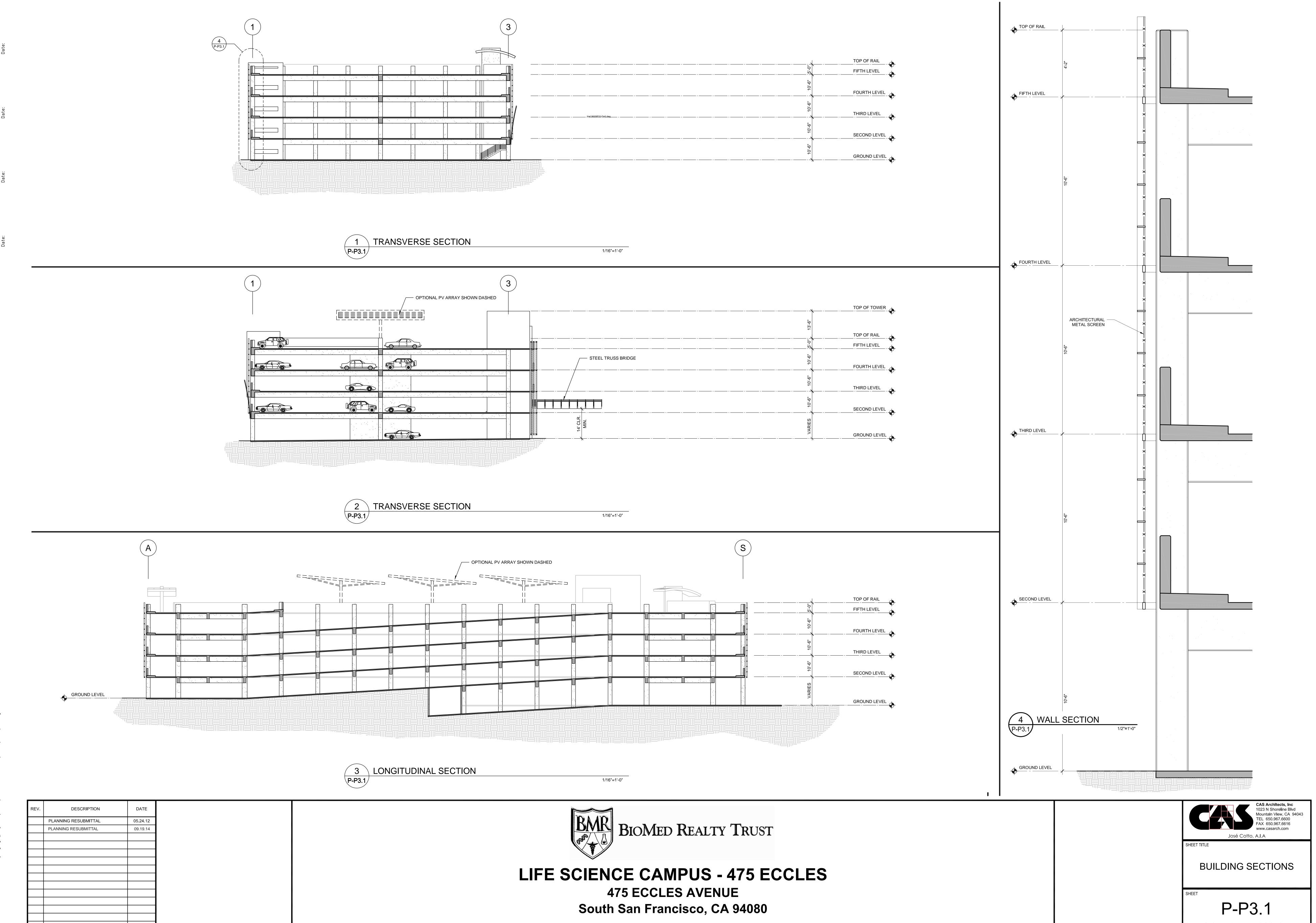
P-P2.2

SECOND, TYPICAL

& FIFTH LEVEL

PARKING PLAN

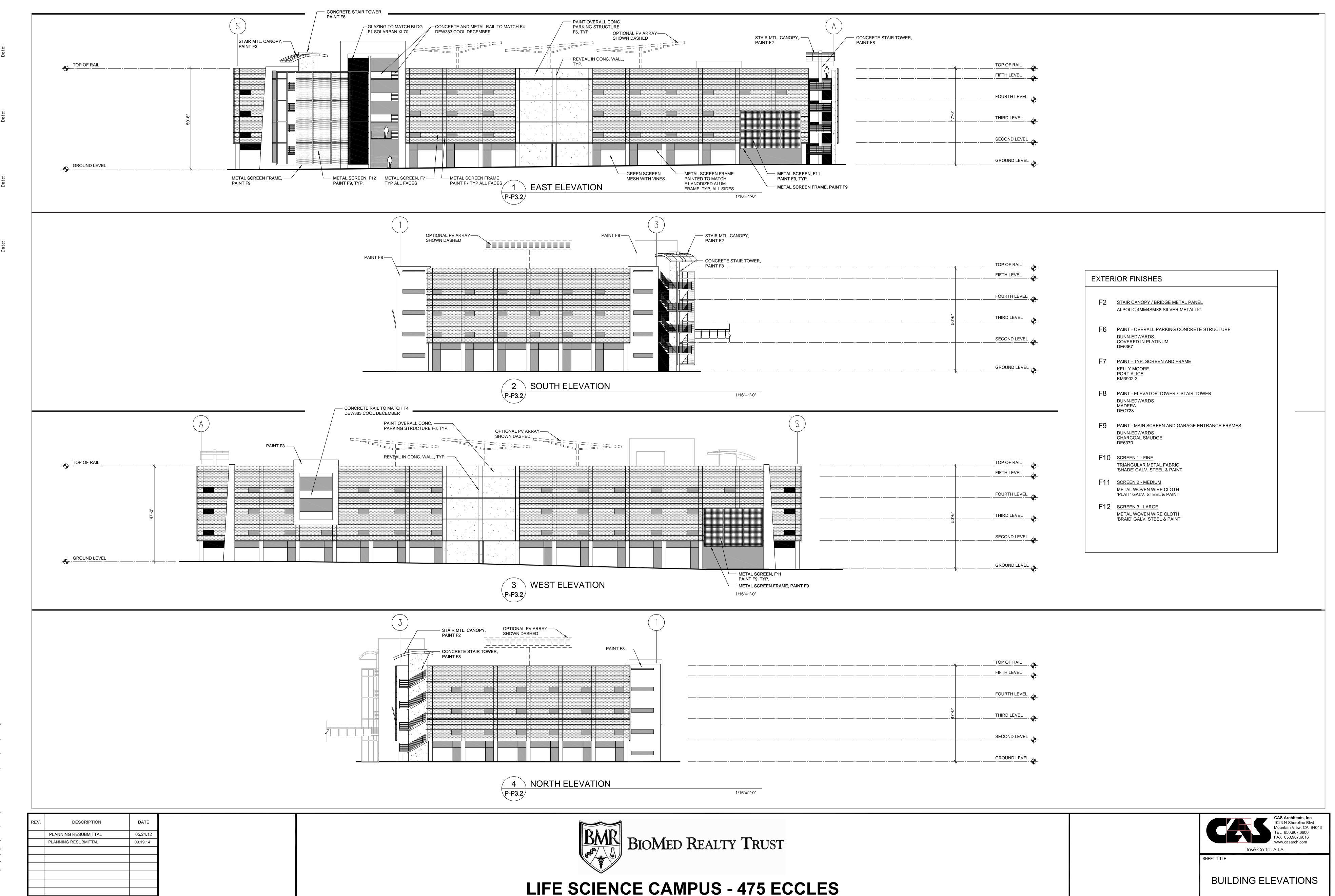
- Development Agreement page 51 of 90 -



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475 ECCLES AVENUE

South San Francisco, CA 94080

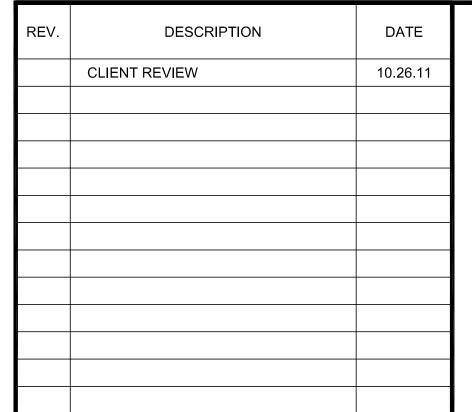
P-P3.2



	Symbol	Label	Qty	Description	Arrangement	LLF	Filename	[TEST]	Total Watts
1	O-	SL2	4	WP9L2/LED-5100K	SINGLE	0.903	wp9l2-l5k.ies	KL02037	560
	o-	SL3	16	WP9L3/LED-5100K	SINGLE	0.903	wp9l3-l5k.ies	kl02038a	2240
	o- I	SL4	4	WP9L4/LED-5100K	SINGLE	0.903	wp9l4-l5k.ies	kl02039	560
(o-	SL5	5	WP9L5/LED-5100K	SINGLE	0.903	wp9l5-l5k.ies	kl02041	700
2	0	D2	18	D2LED 2D9LED30K8WFL45	SINGLE	0.808	D2LED 2D9LED30K8WFL45.IES	4064	315
3	0	VRB	12	VRB4-20LED-5100K	SINGLE	0.903	VRB1-20L5K-DB.IES	KL02390	246
3	H	W3	11	WP9S3/LED-5100K	SINGLE	0.903	wp9s3-l5k.ies	KL02029	800.8
4	H	W4	30	WP9S4/LED-5100K	SINGLE	0.903	wp9s4-l5k.ies	KL02030	2184
)	·	WF	68	WF22-32/30LED-120	SINGLE	0.903	wf2232-15led.ies	KL01616	975
F	0	WF	5	LTV61-L20	SINGLE			•	•

Calculation Summary							
Label	Avg	Max	Min	Avg/Min	Max/Min	PtSpcLr	PtSpcTb
BUILDING A - EAST CANOPY	4.88	6.5	3.6	1.36	1.81	2	2
BUILDING A - WEST CANOPY	3.44	4.4	2.4	1.43	1.83	2	2
BUILDING B - NORTH CANOPY	3.43	4.4	2.3	1.49	1.91	2	2
BUILDING B - SOUTH CANOPY	3.36	5.1	2.3	1.46	2.22	2	2
CalcPts - Horizontal At PL 15-Ft Offset	0.29	1.87	0.03	9.67	62.33	10	N.A.
CalcPts - Horizontal At PL	0.82	3.52	0.05	16.40	70.40	10	N.A.
CalcPts - Out To Zero Foot-Candles	1.91	6.7	0.0	N.A.	N.A.	10	10
PARKING & DRIVE - EAST	2.35	5.0	0.7	3.36	7.14		
PARKING & DRIVE - NORTH	2.58	5.3	0.9	2.87	5.89		
PARKING & DRIVE - SOUTHWEST BLDG B	2.04	4.7	0.9	2.27	5.22		
PARKING & DRIVE - WEST	2.67	4.7	1.4	1.91	3.36		
PARKING STRUCTURE - PARKING EAST	1.89	4.4	0.5	3.78	8.80		
PARKING STRUCTURE - PARKING WEST	1.55	4.3	0.3	5.17	14.33		

LIGHTING FIXTURE SCHEDULE								
	FIXTURE			LAMPS		MOUNTING	GES011	
TYPE	DESCRIPTION	MFG NAME & MODEL NO.	QTY.	TYPE	VOLTS	R=RECESSED W=WALL S=SURFACE C=CEILING CH=CHAIN HUNG SH=STEM HUNG P=POLE MOUNT	REMARKS	
A	SINGLE WALL MOUNTED LED SMALL LUMI- NAIRE WITH SEALED OPTICAL CHANMBER, IP-66 RATED.TYPE 4 DISTRIBUTION FULL-CUTOFF	KIM LIGHTING # IW-WP9SE4-60 L5K277-XX-SF	_	LED	277V	W	MTG. HT. = 15'-0" AFG	
В	'SAME AS TYPE A', EXCEPT, WITH TYPE 3 DISTRIBUTION FULL—CUTOFF.	KIM LIGHTING # IW-WP9SE3-60 L5K277-XX-SF-1W	_	LED	277V	W	MTG. HT. = 15'-0" AFG	
С	TWO (2) INCH DIAMETER, LED RECESSED DOWNLIGHT CANOPY LIGHT FIXTURE WITH HIGH PURITY ALUMINUM SELF-FLANGED REFLECTOR.	PRESCOLITE # D2LED-277V-2D9 LED-30K-8-WFL45 SS-XX-WT	_	LED	120/ 277V	R	MTG. HT. = 15'-0" AFG	
D	10-7/8 INCH DIAMETER, CUT-OFF FACE RECESSED CONCRETE MOUNT LED LIGHT FIXTURE WITH FLAT TEMPERED GLASS.	KIM LIGHTING # WF32C-18LED-5K 277	_	LED	277V	R	MTG. HT. = 2'-0" AFG	
F	6 INCH DIAMETER IN-GROUND LIGHT FIXTURE WITH HEAVY WALL DIE CAST BRASS HOUSING.	KIM LIGHTING # LTV7675P/6L5K120	1	LED	120V	IN-GROUND	-	
G	8 INCH DIAMETER X 36 INCHES LED ROUND BOLLARD WITH TGIC THERMOSET POLYESTER POWDER COAT PAINT FINISHED. DUAL FUNCTION, ALUMINUM SHAFT, FLAT TOP.	KIM LIGHTING # VRB4-20LED- 5100K	_	LED	120/ 277V	_	MTG. HT. = 3'-6" AFG	
Н	SINGLE POLE MOUNTED LED LARGE LUMINAIRE WITH SEALED OPTICAL CHAMBER, IP-66 RATED, GLARE FREE UNIFORM ILLUMINATION. TYPE 2 DISTRIBUTION-FULL CUT OFF.	KIM LIGHTING # 1SA-WP9-LE2/LED -5100K	_	LED	277V	Р	MTG. HT. = 20'-0" AFG	
J	'SAME AS TYPE H' EXCEPT TYPE 3 DISTRIBUTION.	KIM LIGHTING # 1SA-WP9-LE3/LED -5100K	_	LED	277V	Р	MTG. HT. = 20'-0" AFG	
К	'SAME AS TYPE H' EXCEPT TYPE 5 DISTRIBUTION.	KIM LIGHTING # 1SA-WP9-LE5/LED -5100K	_	LED	277V	Р	MTG. HT. = 20'-0" AFG	
L	'SAME AS TYPE H' EXCEPT TYPE 4 DISTRIBUTION.	KIM LIGHTING # 1SA-WP9-LE4/LED -5100K	_	LED	277V	Р	MTG. HT. = 20'-0" AFG	



Greene
Engineers

40 Technology Drive, Suite 210 +San Jose +California +95110
Tel: (408) 200-7200 + Fax: (408) 200-7201 + Job # US351006510
www.pmgreeneengineers.com



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475 ECCLES AVENUE

South San Francisco, CA 94080



SITE PLAN PHOTOMETRIC

E1.1





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South San Francisco, CA 94080
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Aerial View From South



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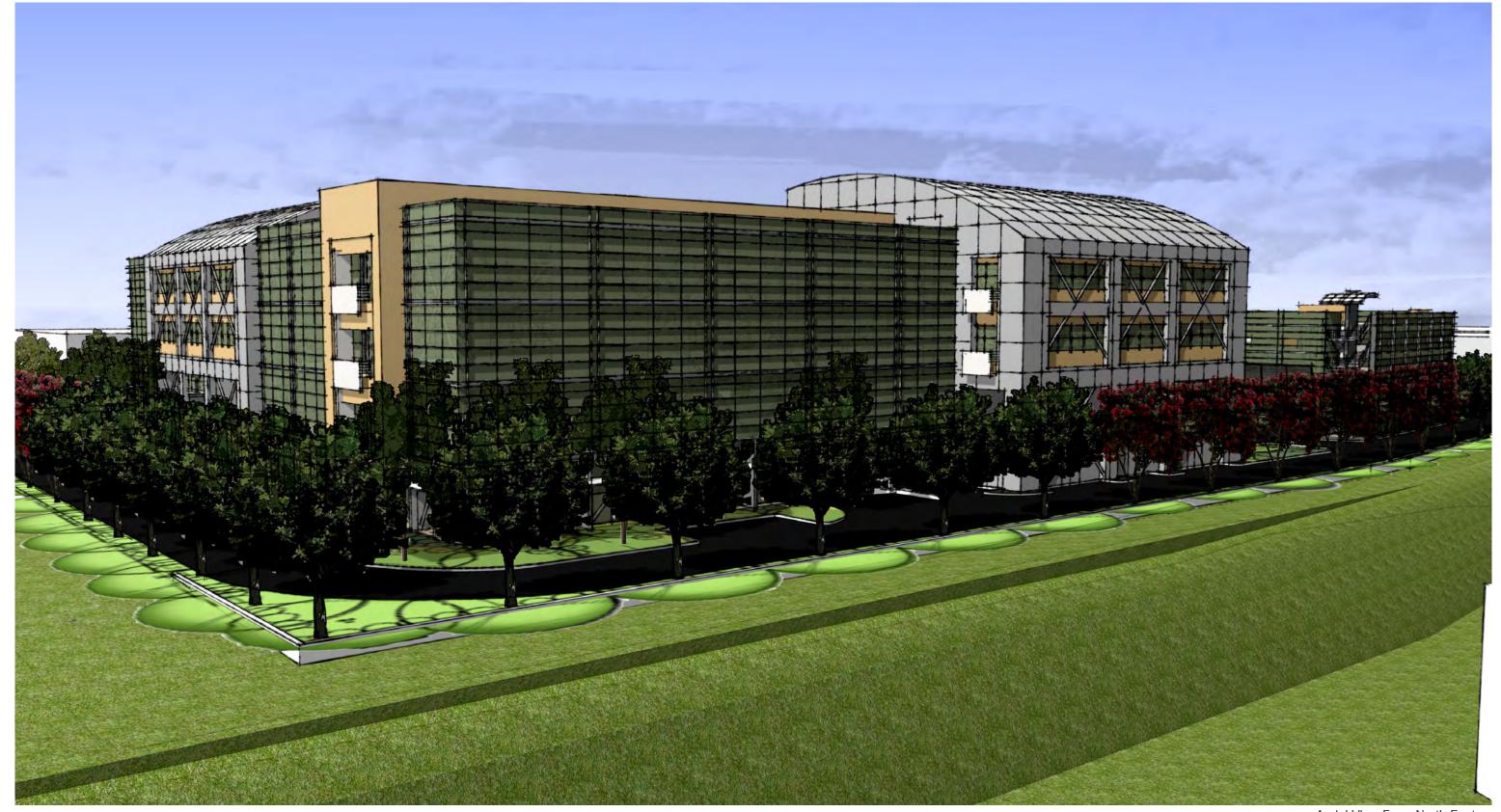






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South San Francisco, CA 94080
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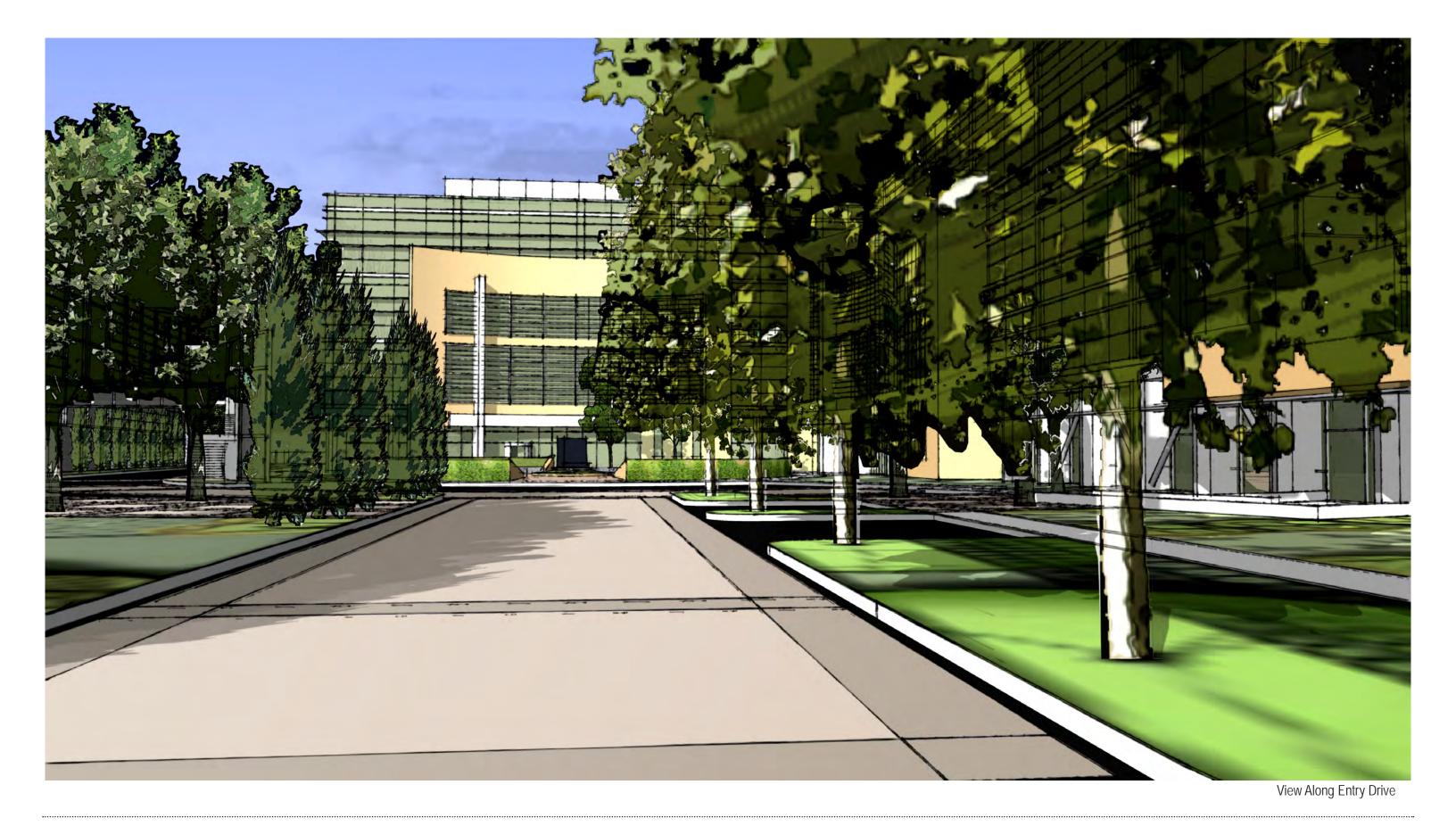


Aerial View From North East



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South San Francisco, CA 94080
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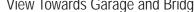




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View Towards Entry Plaza



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View Approaching Entry



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View From Building Entrance



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South San Francisco, CA 94080
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Exhibit C

Conditions of Approval and EIR Mitigation and Monitoring Program

FINAL CONDITIONS OF APPROVAL P11-0101: UP11-0011, DR11-0039, TDM11-0001, DA13-0001, and EIR12-0001 475 ECCLES AVENUE

(As approved by City Council on July 27, 2016)

A) Planning Division requirements shall be as follows:

- 1. The applicant shall comply with the Planning Divisions standard Conditions and Limitations for Commercial, Industrial, Mixed-Use and Multi-Family Residential Projects.
- 2. The project shall be constructed substantially as indicated on the plan set entitled "Life Science Campus 475 Eccles Planning Package" dated September 19, 2014 as prepared by CAS Architects, Inc.
- 3. The developer shall comply with all applicable mitigation measures outlined in the Mitigation Monitoring and Reporting Program and the 475 Eccles Avenue Environmental Impact Report. Prior to issuance of a building permit the applicant shall prepare a checklist outlining mitigation measures and status of implementation, for review and approval by the Chief Planner or designee.
- 4. All equipment (either roof, building, or ground-mounted) shall be screened from view through the use of integral architectural elements, such as enclosures or roof screens, and landscape screening or shall be incorporated inside the exterior building wall. Equipment enclosures and/or roof screens shall be painted to match the building. Prior to issuance of a building permit the applicant shall submit plans showing utility locations, stand-pipes, equipment enclosures, landscape screens, and/or roof screens for review and approval by the Chief Planner or designee.
- 5. Prior to issuance of any building or construction permits, the applicant shall submit final phasing plans and minor modifications to final phasing plans, including parking for each respective phase, for review and approval by the Chief Planner or designee.
- 6. Prior to issuance of any building or construction permits for the construction of public improvements, the final design for all public improvements shall be reviewed and approved by the Director of Public Works and Chief Planner.
- 7. Prior to issuance of any building or construction permits for grading improvements, the applicant shall submit final grading plans for review and approval by the City Engineer and Chief Planner.
- 8. Prior to issuance of any building or construction permits for landscaping improvements, the applicant shall submit final landscaping and irrigation plans for review and approval by the Chief Planner. The plans shall include documentation of compliance with SSFMC § 20.300.007 "Landscaping", including Water Efficient Landscaping and Irrigation calculations.
- 9. Prior to issuance of any building or construction permits, the applicant shall provide evidence of compliance with FAA requirements regarding construction within the FAR Part 77 conical zone.

10. Any modification to the approved plans shall be subject to SSFMC Section 20.450.012 ("Modification"), whereby the Chief Planner may approve minor changes. All exterior design modifications, including any and all utilities, shall be presented to the Chief Planner for a determination.

11. Transportation Demand Management.

- a) Final Transportation Demand Management Plan. 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.
 - (i) 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.
 - (ii) 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.

- 1. 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.
- 2. 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.
- 3. 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.
- c) Owner shall reimburse the City for costs incurred in maintaining and enforcing the trip reduction program for the Project.
- 12. Notwithstanding Standard Condition #1 of the Standard Conditions and Limitations for Commercial, Industrial, Mixed-Use and Multi-Family Residential Projects, if a Development Agreement is entered into for this Project, this use permit shall expire on the expiration date indicated in the Development Agreement unless the use has commenced or building permits have been issued.
- 13. The applicant shall comply with all terms and conditions specified in the Development Agreement.
- 14. Per South San Francisco Municipal Code Section 13.28.060, the property owner shall be responsible for the normal care, including watering, of trees, shrubs, and plants in the parkway strip abutting the property and upon any public tree easement across or through the property.
- 15. Prior to the issuance of the first building permit for vertical construction, the applicant shall provide proof satisfactory to the Director that the applicant is obligated to install art

of the applicant's choosing on site, or in another location mutually agreeable to the Director and the applicant. The art shall either be visible from the public right of way, or it shall be located in an open, common area of the site such as the courtyard. The art installation shall be substantially complete prior to issuance of the first Certificate of Occupancy.

Planning Division contact: Billy Gross, Senior Planner, (650) 877-8353

B) Fire Department requirements shall be as follows:

- 1. Prior to issuance of a building permit the applicant shall submit plans showing the following improvements for review and approval by the Fire Marshal or designee:
 - a) Install fire sprinkler system per NFPA 13/SSFFD requirements under separate fire plan check and permit for overhead and underground.
 - b) Fire sprinkler system shall be central station monitored per California Fire Code section 1003.3.
 - c) Install a standpipe system per NFPA 14/SSFFD requirements under separate fire plan check and permit.
 - d) Install exterior listed horn/strobe alarm device, not a bell.
 - e) Each building shall have at least one elevator sized for a gurney; the minimum size shall be in accordance with the California Fire Code. Elevators shall not contain shunt-trips.
 - f) Fire alarm plans shall be provided per NFPA 72 and the City of South San Francisco Municipal Code.
 - g) Plans are to conform to Building codes and the City of South San Francisco Municipal Code Section 15.24.130.
 - h) Provide fire extinguishers throughout the building.
 - i) All Non parking space curbs to be painted red to local Fire Code Specifications.
 - j) Access roads shall have all weather driving capabilities and support the imposed load of 75,000 pounds.
 - k) Road gradient and vehicle turning widths shall not exceed maximum allowed by engineering department.
 - 1) Provide fire flow in accordance with California Fire Code Appendix III-A.
 - m) Provide fire hydrants; location and number to be determined. Fire hydrants shall have an average spacing of 400 feet between hydrants and a minimum fire flow of 3000 gpm at 20 psi residual pressure for duration of 4 hours.

- n) All buildings shall provide premise identification in accordance with SSF municipal code section 15.24.100.
- o) Provide Knox key box for each building with access keys to entry doors, electrical/mechanical rooms, elevators, and others to be determined.
- p) The minimum road width is 20 feet per the California Fire Code.
- q) Project must meet all applicable Local (SSF Municipal Code, Chapter 15.24 Fire Code), State and Federal Codes.
- 2. Prior to the issuance of a Certificate of Occupancy, the applicant shall submit the following for review and approval by the Fire Marshal or designee:
 - a) Provide HMBP including what chemicals are present and to what quantities.
 - b) Provide on the plan the control areas, list of hazardous material and quantities that will be present in the laboratories, include all flammable and combustible materials.
 - c) All buildings shall have Emergency Responder Radio Coverage throughout in compliance with Section 510 of the California Fire Code.

Fire Prevention contact: Luis DaSilva, Fire Marshal, (650) 829-6645

C) Engineering Division requirements shall be as follows:

STANDARD CONDITIONS

1. The Developer and Project Sponsor shall comply with the Engineering Division's "Standard Conditions of Approval for Commercial or Residential Subdivisions Designed in Accordance with Chapters 19.16, 19.20 and 19.24 of the South San Francisco Municipal Code". These conditions are contained in the Engineering Division's "Standard Conditions for Subdivisions and Private Developments" booklet, dated January 2009.

SPECIAL CONDITIONS

- 2. The developer's traffic engineering consultant should analyze the ingress/egress of the site to determine if any offsite improvements should be implemented to facilitate safe vehicular movement into and out of the site.
- 3. In accordance with the Standard Development Conditions, new storm water pollution control devices and filters shall be installed within the site drainage system. Prior to the issuance of a building permit, all stormwater calculations, in compliance with C.3 requirements for the sizing of any stormwater facility, shall be submitted and approved by the Engineering Division. All storm drains shall begin and end at a manhole, catch basin, inlet, or junction box, in order to provide access for cleaning and maintenance. Minor storm drains shall be designed to accommodate a 10-year storm. Initial time of concentration shall be 5 minutes and pipes shall be designed for open channel flow conditions.

- 4. The developer shall install a City Standard sewer cleanout at the front property line, so that the building sewer lateral can be properly cleaned. All work shall be accomplished at the applicant's cost.
- 5. The developer shall remove and replace all sidewalk, curb and gutter fronting the property at no cost to the City.
- 6. The developer shall submit a Geotechnical Report and place a \$5,000 cash deposit with the City for the peer review of the Geotechnical Report.
- 7. A grading permit will be required to perform the work. 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.
- 8. All driveways and aisles shall be a minimum of 25 feet in width and shall be appropriately signed and marked for traffic control.
- 9. The developer shall underground all overhead utilities fronting the subject property at no cost to the City.
- 10. The developer shall install new East of 101 Light Standards along Eccles Avenue at no cost to the City. The East of 101 Light Standard is a Holophane Pechina with a 20-foot high aluminum pole. The developer shall submit a photometric study showing the lighting level along the sidewalk and the street.
- 11. All new improvements to be constructed within the street right-of-way shall be approved by the Engineering Division and installed to City standards. An Encroachment Permit shall be obtained from the Engineering Division for all public improvement work, prior to receiving a Building Permit. The cost of all work and repairs shall be borne by the applicant. The developer shall be responsible to pay all fees and deposits to obtain the Encroachment Permit.
- 12. Prior to the issuance of a Building Permit for the project, the applicant shall pay the various East of 101 infrastructure impact fees detailed below.

IMPACT FEES

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 subject 262,287 SF R&D development is calculated below. (The number in the calculation, "11,174.79", is the February 2016 Engineering News Record San Francisco construction cost index, which is revised each month to reflect local inflation changes in the construction industry.)

Trip Calculation

EXIST. USE	SQ. FOOTAGE	TRIP FACTOR/1,000 SF	ADT
Office	47,412	12.30	583.2
Assembly	36,256	3.99	144.7
Warehouse	68,477	4.50	308.1
TOTAL	152,145		1,036.0

The following table calculates the proposed project's trip generation.

USE	SQ. FOOTAGE	TRIP FACTOR/1,000 SF	ADT
R&D	262,287	5.30	1,390.1
TOTAL	262,287		1,390.1

Proposed Project Trip Generation: 1,390.1 new vehicle trips
Less credit for existing trips: -1,036.0 existing vehicle trips
Total new trips: 354.1 new vehicle trips

Contribution Calculation

354.1 trips X \$154 X (11,174.79/6552.16) = \$93,003.98

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 September 26, 2001, or as the fee may be amended in the future.

Fee Calculation (as of February 2016)

262,287 gsf Office/R&D x 0.90 trip/ 1000 sf x \$6,078.47/trip = \$1,434,873.29

Credit for existing trips:

47,412 gsf Office x 0.90 trip/1000 sf x \$6,078.47/trip =<\$259,373.18>
104,733 gsf warehouse x 0.54 trip/1000 sf x \$6,078.47/trip =<\$343,772.86>
Traffic Impact Fee = \$791,727.25

The fee adopted in July 2007 was \$4,950/trip. Fee is updated every subsequent April. For February 2016, the adjusted fee is \$6,078.47/trip.

SEWER SYSTEM CAPACITY STUDY AND IMPROVEMENT FEE

The applicant shall pay the East of 101 Sewer Facility Development Impact Fee of \$4.57per gallon. The sewer discharge is estimated to be 400 gal/day per 1000 sf x 262,287 = 104,915 gallons per day. 104,915 gpd @ \$4.57 per gpd = \$479,461.55. The sewer contribution shall be due and payable prior to receiving a building permit for the proposed building. The fee will be subject to any annual increases, as approved by the City Council.

Total estimated fees:

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Total	1,364,192.78
East of 101 Sewer Improvement Fee	\$ 479.461.55
East of 101 Traffic Impact Fee	\$ 791,727.25
Oyster Point Overpass Fee	\$ 93,003.98

Engineering Division contact: Sam Bautista, Principal Engineer, (650) 829-6652

D) Police Department requirements shall be as follows:

1. <u>Municipal Code Compliance</u>

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.

2. Commercial Building Security

a Doors

i. The jamb on all aluminum frame-swinging doors shall be so constructed or protected to withstand 1600 lbs. of pressure in both a vertical distance of three (3) inches and a horizontal distance of one (1) inch each side of the strike.

- ii. Glass doors shall be secured with a deadbolt lock¹ with minimum throw of one (1) inch. The outside ring should be free moving and case hardened.
- iii. Employee/pedestrian doors shall be of solid core wood or hollow sheet metal with a minimum thickness of 1-3/4 inches and shall be secured by a deadbolt lock¹ with minimum throw of one (1) inch. Locking hardware shall be installed so that both deadbolt and deadlocking latch can be retracted by a single action of the inside knob, handle, or turn piece.
- iv. Outside hinges on all exterior doors shall be provided with non-removable pins when pin-type hinges are used or shall be provided with hinge studs, to prevent removal of the door.
- v. Doors with glass panels and doors with glass panels adjacent to the doorframe shall be secured with burglary-resistant glazing² or the equivalent, if double-cylinder deadbolt locks are not installed.

1 The locks shall be so constructed that both the deadbolt and deadlocking latch can be retracted by a single action of the inside door knob/lever/turnpiece.

A double-cylinder deadbolt lock or a single-cylinder deadbolt lock without a turnpiece may be used in "Group B" occupancies as defined by the Uniform Building Code. When used, there <u>must</u> be a readily visible durable sign on or adjacent to the door stating "This door to remain unlocked during business hours", employing letters not less than one inch high on a contrasting background. The locking device must be of type that will be readily distinguishable as locked, and its use may be revoked by the Building Official for due cause.

²5/16" security laminate, I/4" polycarbonate, or approved security film treatment, minimum.

- vi. Doors with panic bars will have vertical rod panic hardware with top and bottom latch bolts. No secondary locks should be installed on panic-equipped doors, and no exterior surface-mounted hardware should be used. A 2" wide and 6" long steel astragal shall be installed on the door exterior to protect the latch. No surface-mounted exterior hardware need be used on panic-equipped doors.
- vii. On pairs of doors, the active leaf shall be secured with the type of lock required for single doors in this section. The inactive leaf shall be equipped with automatic flush extension bolts protected by hardened material with a minimum throw of three-fourths inch at head and foot and shall have no doorknob or surface-mounted hardware. Multiple point locks, cylinder activated from the active leaf and satisfying the requirements, may be used instead of flush bolts.
- viii. Any single or pair of doors requiring locking at the bottom or top rail shall have locks with a minimum of one throw bolt at both the top and bottom rails.

b. Windows

- i. Louvered windows shall not be used as they pose a significant security problem.
- ii. Accessible rear and side windows not viewable from the street shall consist of rated burglary resistant glazing or its equivalent. Such windows that are capable of being opened shall be secured on the inside with a locking device capable of withstanding a force of two hundred- (200) lbs. applied in any direction.
- iii. Secondary locking devices are recommended on all accessible windows that open.

c. Roof Openings

- i. All glass skylights on the roof of any building shall be provided with:
 - 1. Rated burglary-resistant glass or glass-like acrylic material.²

or

2. Iron bars of at least 1/2" round or one by one-fourth inch flat steel material spaced no more than five inches apart under the skylight and securely fastened.

or

- 3. A steel grill of at least 1/8" material or two inch mesh under skylight and securely fastened.
- ii. All hatchway openings on the roof of any building shall be secured as follows:
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- 1. If the hatchway is of wooden material, it shall be covered on the outside with at least 16 gauge sheet steel or its equivalent attached with screws.
- 2. The hatchway shall be secured from the inside with a slide bar or slide bolts. The use of crossbar or padlock must be approved by the Fire Marshal.
- 3. Outside hinges on all hatchway openings shall be provided with non-removable pins when using pin-type hinges.
- iii. All air duct or air vent openings exceeding 8" x 12" on the roof or exterior walls of any building shall be secured by covering the same with either of the following:
 - 1. Iron bars of at least 1/2" round or one by one-fourth inch flat steel material, spaced no more than five inches apart and securely fastened.

or

- 2. A steel grill of at least 1/8" material or two inch mesh and securely fastened; and
- 3. If the barrier is on the outside, it shall be secured with galvanized rounded head flush bolts of at least 3/8" diameter on the outside.

d. Lighting

- i. <u>All</u> exterior doors shall be provided with their own light source and shall be adequately illuminated at all hours to make clearly visible the presence of any person on or about the premises and provide adequate illumination for persons exiting the building.
- ii. The premises, while closed for business after dark, must be sufficiently lighted by use of interior night-lights.
- iii. Exterior door, perimeter, parking area, and canopy lights shall be controlled by photocell and shall be left on during hours of darkness or diminished lighting.

e. Numbering of Buildings

- i. The address number of every commercial building shall be illuminated during the hours of darkness so that it shall be easily visible from the street. The numerals in these numbers shall be no less than four to six inches in height and of a color contrasting with the background.
- ii. In addition, any business, which affords vehicular access to the rear through any driveway, alleyway, or parking lot, shall also display the same numbers on the rear of the building.

f. Alarms

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i. The business shall be equipped with at least a central station silent intrusion alarm system.

NOTE: To avoid delays in occupancy, alarm installation steps should be taken well in advance of the final inspection.

g. Traffic, Parking, and Site Plan

i. Handicapped parking spaces shall be clearly marked and properly sign posted.

NOTE: For additional details, contact the Traffic Bureau Sergeant at (650) 829-7235.

ii. Parking is limited to on-site and off-street only. All vehicles parked on-site and overnight must be operational and maintained in good repair.

h. Parking Structure Requirements

- i. Exterior Construction: The building should incorporate an open design to maximize natural surveillance. Screens or metal picket fencing should be utilized on the ground floor of the structure to inhibit unauthorized access.
- ii. Lighting: Parking areas shall have a minimum of three foot candles, and driveways and staircases shall have a minimum of 10 foot candles.
- iii. Elevator: If an elevator is to be used, it should have clear windows and doors to maximize natural surveillance.
- iv. Wall Color: The interior walls of the parking structure shall be a light gray or white color, to maximize light reflection.
- v. Emergency Phones: A phone system shall be installed to allow citizens to contact on-site emergency personnel.

i. Security Camera System

i. Building entrances, lobbies, loading docks and garage areas shall be monitored by a closed circuit television camera system. Recordings must be maintained for a period of no less than 30 days.

These cameras will be part of a digital surveillance system, which will be monitored on-site and accessible on the World Wide Web.

This system must be of adequate resolution and color rendition to readily identify any person or vehicle in the event a crime is committed, anywhere on the premises.

j. Misc. Security Measures

i. Commercial establishments having one hundred dollars or more in cash on the
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premises after closing hours shall lock such money in an approved type money safe with a minimum rating of TL-15.

ii. Special events with more than 75 persons in attendance require prior approval from the Police Department. The Police Department will assess the need for additional security and traffic issues at the time of application. Applications must be submitted no less than 10 business days before the event. The applicant is responsible for the conduct of all persons attending the event.

Police Department contact: Sergeant Mike Rudis, (650) 877-8927

E) Water Quality Control Plant requirements shall be as follows:

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. Samples ports must be installed for the sampling of lab wastes, these sample ports must not be connected to sanitary waste lines.
- 3. Fires sprinkler test discharge line must be connected to the sanitary sewer.
- 4. If there is to be a food service facility on site then it must have a grease interceptor no less than 1000 gallons in liquid capacity.
- 5. Trash area(s) shall have a drain(s) that is connected to the sanitary sewer.
- 6. The onsite catch basins are to be stenciled with the approved San Mateo Countywide Stormwater Logo (No Dumping! Flows to Bay).
- 7. Install a separate water meter for landscaping.
- 8. Stormwater from the entire project must be included in the treatment system design. (Stormwater treatment systems must be designed to treat stormwater runoff from the entire project.) Use attached worksheets to determine rainwater harvesting and infiltration feasibility.
 - Storm water pollution preventions devices are to be installed. Prefer clustering of structures and pavement; directing roof runoff to vegetated areas; use of micro-detention, including distributed landscape-based detention; and preservation of open space. Treatment devices must be sized according Provision C.3.d Numeric Sizing Criteria for Stormwater Treatment Systems of NPDES No. CAS612008.
- 9. The applicant must submit a signed <u>Operation and Maintenance Information for Stormwater Treatment Measures</u> form for the stormwater pollution prevention devices installed.

- a. 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 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.
- 10. Applicant must complete the C.3 and C.6 Development Review Checklist prior to issuance of a permit and return to the Technical Services Supervisor at the WQCP.
 - a. Landscaping shall meet the following conditions related to reduction of pesticide use on the project site:
 - 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.

11. Source control measures must include:

- Landscaping that minimizes irrigation and runoff, promotes surface infiltration
 where possible, minimizes the use of pesticides and fertilizers, and incorporates
 appropriate sustainable landscaping practices and programs such as Bay-Friendly
 Landscaping.
- Appropriate covers, drains, and storage precautions for outdoor material storage areas, loading docks, repair/maintenance bays, and fueling areas.
- Covered trash, food waste, and compactor enclosures.

Plumbing of the following discharges to the sanitary sewer, subject to the local sanitary sewer agency's authority and standards:

- Discharges from indoor floor mat/equipment/hood filter wash racks or covered outdoor wash racks for restaurants.
- Dumpster drips from covered trash and food compactor enclosures.
- Discharges from outdoor covered wash areas for vehicles, equipment, and accessories.
- 12. A construction Storm Water Pollution Prevention Plan must be submitted and approved prior to the issuance of a permit.
- 13. Plans must include location of concrete wash out area and location of entrance/outlet of tire wash
- 14. A grading and drainage plan must be submitted.
- 15. Must file a Notice of Termination with the WQCP when the project is completed.
- 16. Applicant must pay sewer connection fee at a later time based on anticipated flow, BOD and TSS calculations.

Water Quality contact: Rob Lecel, (650) 829-3882

TABLE 2-1 SUMMARY OF IMPACTS AND MITIGATIONS AND MITIGATION MONITORING PROGRAM

LES	S THAN SIGNIFICANT IMPACTS WIT	ΓΗ MITIGATION	MITIGATION MONITORING
IMPACTS AND MITIGATIONS # IMPACT		MITIGATION	IMPLEMENTATION /MONITORING PARTY / AGENCY / TIMING
4	The Project would increase existing AM Peak Hour volumes on the U.S. 101 Northbound Off-Ramp to East Grand Avenue/Executive Drive by 1.9 percent, where current volumes already exceed capacity limits. The off-ramp volume of 1,618 vehicles under Existing without Project conditions would be increased to 1,649 vehicles under Existing with Project conditions at a location with an off-ramp diverge capacity of 1,500 vehicles per hour.	The applicant shall provide a fair share contribution for a second off-ramp lane connection to the U.S. 101 freeway at the U.S. 101 Northbound Off-Ramp to East Grand Avenue/Executive Drive. Improvements are shown in <i>Traffic Figure 22, Year 2015 Mitigated Intersection Lane Geometrics and Control.</i>	 City Engineer determines the fair share financial contribution. Applicant pays the full share contribution prior to issuance of the Certificate of Occupancy by the City. Monitored by the City Engineer.
8	The Project would increase vehicle queuing at Oyster Point Boulevard/Dubuque Avenue/U.S. 101 Northbound On-Ramp during the AM Peak Hour by 1.7 percent in the through lanes on the eastbound Oyster Point Boulevard approach to Dubuque Avenue at a location with unacceptable 2015 Without Project 95th percentile queuing. These levels are determined to be unacceptable by the City of South San Francisco and Caltrans under 2015 with Project conditions. The eastbound through movement queue per lane would increase from 336 up to 341 feet in a location with only 250 feet of storage per lane.	The applicant shall provide a fair-share contribution to go towards adjusting the signal light timing at the Oyster Point Boulevard/Dubuque Avenue intersection. Improvements are shown in <i>Traffic Figure 22</i> , Year 2015 Mitigated Intersection Lane Geometrics and Control.	 City Engineer determines the fair share financial contribution. Applicant pays the full share contribution prior to issuance of the Certificate of Occupancy by the City. Monitored by the City Engineer.
9.A	The Project would increase year 2015 AM peak hour without Project traffic volumes by 2.3 percent at the U.S. 101 Southbound Off-Ramp to Oyster Point Boulevard/Gateway Boulevard Intersection which would increase backups extending to the freeway mainline. There would be more frequency with vehicles backing up to the freeway mainline.	The applicant shall provide a fair-share contribution to adjust the signal timing and restripe the Oyster Point Boulevard/Gateway Boulevard intersection eastbound approach from a left, two through lanes and a combined through/right turn lane to a left, two through lanes and an exclusive right turn	 City Engineer determines the fair share financial contribution. Applicant pays the full share contribution prior to issuance of the Certificate of Occupancy by the City. Monitored by the City Engineer.

LESS THAN SIGNIFICANT IMPACTS WITH MITIGATION			MITIGATION MONITORING
IMPACTS AND MITIGATIONS			IMPLEMENTATION /MONITORING
#	IMPACT	MITIGATION	PARTY/ AGENCY/TIMING
		lane. Improvements are shown in Traffic Figure 22, Year 2015 Mitigated Intersection Lane Geometrics and Control.	
11	The Project would increase year 2035 without Project traffic volumes by 2.1 percent at the Oyster Point Boulevard/Eccles Avenue intersection. The increase would occur during the AM Peak Hour and would result in a significant impact at an intersection projected to operate unacceptably at LOS F during year 2035 without Project conditions.	The applicant shall provide a fair share contribution to provide an exclusive right turn lane on the eastbound Oyster Point Boulevard approach at the Oyster Point Boulevard / Eccles Avenue intersection. Improvements are shown in <i>Traffic Figure 22, Year 2015 Mitigated Intersection Lane Geometrics and Control.</i>	 City Engineer determines the fair share financial contribution. Applicant pays the full share contribution prior to issuance of the Certificate of Occupancy by the City. Monitored by the City Engineer.
12.A	The Project would unacceptably increase year 2035 without Project AM peak hour vehicle queuing at the Oyster Point Boulevard/Gateway Boulevard/U.S.101 Southbound Flyover Off-Ramp intersection in the through lanes on the eastbound Oyster Point Boulevard approach. Project traffic would increase volumes by 1.5 percent, which would already be experiencing unacceptable 2035 without Project 95th percentile queuing. The eastbound queues would increase from 1,163 up to 1,187 feet in a location with only 900 feet of storage in the existing through lanes. The increase is above levels determined to be acceptable by the City of South San Francisco.	The applicant shall provide a fair share contribution to adjust the signal timing; restripe the eastbound Oyster Point Boulevard approach to provide an exclusive left turn lane, two exclusive through lanes and an exclusive right turn lane; and restripe the exclusive right turn lane on the eastbound U.S.101 flyover off-ramp approach to allow through movements. This will also require provision of a third eastbound departure lane for eastbound through traffic from the off-ramp. Improvements are shown in <i>Traffic Figure 22, Year 2015 Mitigated Intersection Lane Geometrics and Control.</i>	 City Engineer determines the fair share financial contribution. Applicant pays the full share contribution prior to issuance of the Certificate of Occupancy by the City. Monitored by the City Engineer.
12.B	The Project would unacceptably increase year 2035 without Project AM peak hour vehicle queuing at the Oyster Point Boulevard/Dubuque Avenue /U.S.101 Northbound Off-Ramp intersection in the through lanes on the eastbound Oyster Point Boulevard approach. Project traffic would increase volumes by 1.4 percent, which would already be experiencing	The applicant shall provide a fair share contribution to restripe the exclusive through lane on the westbound Oyster Point Boulevard approach adjacent to the dual right turn lanes to also allow right turn movements; and to adjust signal timing at the Oyster Point Boulevard/Dubuque Avenue/U.S. 101 Northbound On-Ramp.	 City Engineer determines the fair share financial contribution. Applicant pays the full share contribution prior to issuance of the Certificate of Occupancy by the City. Monitored by the City Engineer.

LESS THAN SIGNIFICANT IMPACTS WITH MITIGATION			MITIGATION MONITORING
IMPA	ACTS AND MITIGATIONS		IMPLEMENTATION /MONITORING
#	Імраст	MITIGATION	PARTY/ AGENCY/TIMING
	unacceptable 2035 without Project queuing. The eastbound queues would increase from 638 up to 640 feet in a location with only 250 feet of storage. The Project would also unacceptably increase volumes by 1.3 percent during the PM Peak Hour in the right turn lanes on the westbound Oyster Point Boulevard approach to the U.S. 101 northbound on-ramp at a location with unacceptable 2015 "without Project" queuing. The westbound right turn queue would increase from 1,148 up to 1,156 feet in a location with only 840 feet of storage. The increase is above levels determined to be acceptable by the	Improvements are shown in Traffic Figure 22, Year 2015 Mitigated Intersection Lane Geometrics and Control.	
15	City of South San Francisco. Project-related traffic would access Eccles Avenue via three driveways where safety impacts would result at the southern and central driveway connections due to sight line issues.	The applicant shall be responsible maintaining landscaping along the Eccles Avenue Project frontage between the central and south driveways that will allow exiting drivers being able to maintain the minimum required 250-foot sight lines at the central and south driveways. The landscape plan shall be revised to show staggered tree planting along this frontage to allow sight lines through the trees as they grow and reach maturity; or, the trees and landscaping shall be maintained to provide a view from 2.5 to 6 feet above grade. The landscape plan shall be revised to note either requirement, show the line-of-sight triangles and not the requirement. These notes shall be on the building plans that are a part of the building permit issuance. The note shall be made on the plans in conformance with the lines of sight	 Applicant shall make the notes on the plans submitted as part of the building permit review process in conformance with mitigation 15. Applicant or designee shall maintain landscaping for the life of the Project as specified. Notes shall be shown on plans that are approved for building permits. Monitored by the Project Planner as part of the permit process.

LESS THAN SIGNIFICANT IMPACTS WITH MITIGATION IMPACTS AND MITIGATIONS			MITIGATION MONITORING IMPLEMENTATION /MONITORING
#	IMPACT	MITIGATION	PARTY/ AGENCY/TIMING
		required as set forth in Traffic Figure 24 to insure that the mitigation is permanently maintained.	
16	On-site circulation would adequately conform to City guidelines and good traffic engineering practice with the exception of the first internal intersection at the southern driveway which could result in right-of-way conflicts.	The applicant shall provide stop sign control on the southbound parking aisle approach to the south driveway adjacent to the southeast corner of the garage, show the stop sign on the building permit plans and emplace the sign prior to issuance of a certificate of occupancy.	 Applicant shall make the notes on the plans submitted as part of the building permit review process in conformance with mitigation 16. Prior to issuance of a certificate of occupancy the stop sign shall be in place. Monitored by the Project Planner as part of the permit process.

SIGN	NIFICANT AND UNAVOIDABLE IMPACTS		
IMPA	CTS WITH NO MITIGATION AVAILABLE		
#	IMPACT		
9B	The Project would increase year 2015 AM peak hour without Project traffic volumes by 2.3 percent at the U.S. 101 Southbound Off-Ramp (Flyover)		
	diverge to the Oyster Point Boulevard/Gateway Boulevard Intersection. The Project would increase off-ramp volumes from 1,762 up to 1,803 vehicles with 2015 without Project volumes already exceeding the 1,500 vehicles per hour diverge capacity limit.		
13.A	The Project would increase the frequency of backups extending to the freeway mainline at the U.S. 101 Southbound Off-Ramp to Oyster Point Boulevard/Gateway Boulevard Intersection during the AM Peak Hour. The Project would increase volumes at this off-ramp by 1.4 percent compared to Year 2035 without Project volumes. Traffic would backup to the freeway mainline more frequently.		
13.B	The Project would increase the frequency of backups extending to the freeway mainline at the U.S. 101 Northbound Off-Ramp to East Grand		
	Avenue/Executive Drive Intersection during the AM Peak Hour. The Project would increase volumes at this off-ramp by 1.3 percent compared to Year 2035 without Project volumes. Traffic would back up to the freeway mainline more frequently.		
13.C	Implementation of the Project would increase year 2035 AM peak hour without Project traffic volumes by 1.4 percent at the U.S. 101 Southbound		
	Off-Ramp (Flyover) diverge to the Oyster Point Boulevard/Gateway Boulevard Intersection. The Project would increase off-ramp volumes from 2,454 up to 2,488 vehicles with 2035 without Project volumes already exceeding 1,500 vehicles per hour capacity of the off-ramp.		
13.D	The Project would increase PM peak hour on-ramp volumes by more than 1 percent on the U.S. 101 Northbound One-Lane On-Ramp from the		
	Oyster Point Boulevard/Dubuque Avenue Intersection. Volumes would be increased by 1.1 percent (from 2,572 up to 2,601 vehicles) with Year 2035		
	without Project volumes already exceeding the on-ramp capacity of 2,200 vehicles per hour.		

Exhibit D

Applicable City Laws/Fees

Development Agreement, by and between the City of South San Francisco and BioMed Realty Trust, LLC

EXHIBIT D – APPLICABLE LAWS/FEES

1. CURRENT SOUTH SAN FRANCISCO LAWS

Developer shall comply with the following City regulations and provisions applicable to the Property as of the Effective Date (except as modified by this Agreement).

- 1.1 **South San Francisco General Plan**. The Developer will develop the Project in a manner 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.
- 1.2 **East of 101 Area Plan**. The Developer will develop the Project in a manner consistent with the objectives, policies, general land uses and programs specified in the South San Francisco East of 101 Area Plan, as adopted in July, 1994.
- 1.3 **South San Francisco Municipal Code**. The Developer shall construct the Project in a manner consistent with the South San Francisco Municipal Code provisions, as applicable to the Project as of the Effective Date (except as modified by this Agreement).

2. FEES, TAXES, EXACTIONS, DEDICATION OBLIGATIONS, AND ASSESSMENTS

Developer agrees that Developer shall be responsible for the payment of the following fees, charges, exactions, taxes, and assessments (collectively, "Assessments"). From time to time, the City may update, revise, or change its Assessments. Further, nothing herein shall be construed to relieve the Property from common benefit assessments levied against it and similarly situated properties by the City pursuant to and in accordance with any statutory procedure for the assessment of property to pay for infrastructure and/or services that benefit the Property. Except as indicated below, the amount paid for a particular Assessment, shall be the amount owed, based on the calculation or formula in place at the time payment is due, as specified below.

2.1 Administrative/Processing Fees. The Developer shall pay the applicable application, processing, administrative, legal and inspection fees and charges, as currently adopted pursuant to City's Master Fee Schedule and required by the City for processing of land use entitlements, including without limitation, General Plan amendments, zoning changes, precise plans, development agreements, conditional use permits, variances, transportation demand management plans, tentative subdivision maps, parcel maps, lot line adjustments, general plan maintenance fee, demolition permits, and building permits.

- 2.2 **Impact Fees (Existing Fees).** Except as modified below, existing impact fees shall be paid for net new square footage at the rates and at the times prescribed in the resolution(s) or ordinance(s) adopting and implementing the fees.
- 2.2.1 **East of 101 Traffic Impact Fee** (Resolution 84-2007). East of 101 Traffic Impact fees shall be paid for each Phase of the Project, in accordance with the resolution adopted by the City Council at their meeting of May 23, 2007, and shall be determined based on the application of the formula in effect at the time the City issues each building permit, and shall be payable prior to the issuance of such building permit.
- 2.2.2 **Oyster Point Grade Overpass Contribution Fee** (Resolutions 102-96 & 152-96). Oyster Point Grade Overpass Contribution fees shall be paid for each Phase of the Project, and shall be determined by the City Engineer, based on the application of the formula in effect at the time the City issues each building permit, and shall be payable prior the issuance of such building permit for each phase.

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 Engineering News Record San Francisco construction cost index figure contained in the Oyster Point Grade Overpass Contribution fee calculation is revised each month to reflect local inflation changes in the construction industry.

2.2.3 **East of 101 Sewer Impact Fee** (Resolution 97-2002). The City of South San Francisco has identified the need to investigate the condition and capacity of the sewer system within the East of 101 area. The existing sewer collection system was originally designed many years ago to accommodate warehouse and industrial use and is now proposed to accommodate uses, such as offices and biotech facilities, with a much greater sewage flow. These additional flows, plus groundwater infiltration into the existing sewers, due to ground settlement and the age of the system, have resulted in pumping and collection capacity constraints.

The Developer shall pay the East of 101 Sewer Impact Fee, as adopted by the City Council at their meeting of October 23, 2002. Sewer Impact fees shall be paid for each Phase of the Project, and shall be determined based on the application of the formula in effect at the time the City issues each building permit, and shall be payable prior to the issuance of such building permit. The East of 101 Sewer Impact Fee is determined to be \$4.25 per net new square foot of development.

- 2.2.4 **Child Care Impact Fee** (SSFMC, ch. 20.310; Ordinance 1301-2001). Prior to receiving a Building Permit for each Phase of the Project, the Owner shall pay the City's Childcare Fee, as described in South San Francisco Municipal Code Chapter 20.310.
- 2.2.5 **Public Safety Impact Fee.** (Resolution 97-2012) Prior to receiving a building permit for each Phase of the Project, the Developer shall pay the Public Safety Impact Fee, as set forth in Resolution No. 97-2012, adopted on December 10, 2012 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.

- 2.2.6 **Sewer Capacity Charge.** (Resolution 39-2010) Prior to receiving a building permit for Tenant Improvements in each Phase of the Project, the Developer shall pay the Sewer Capacity Charge, as set forth in Resolution No. 39-2010.
 - 2.2.7 General Plan Maintenance Fee (Resolution 74-2007).
 - 2.3 Other Exactions.
- 2.3.1 **Park-in-Lieu Fee**. The City is evaluating a "Park In-Lieu Fee" to support the creation of additional public open space in lieu of requiring that applicants avail one-half an acre per 1,000 new employees, to the public in the East of 101 area. Owner shall pay a Park In-Lieu Fee of \$4.78 per square foot of development, excluding parking structures. The fee payable may be reduced if the City adopts such a Park In-Lieu Fee applicable to developments in the East of 101 area similar to the Life Science Campus at 475 Eccles Avenue Project and the amount owed per square foot under that Park In-Lieu Fee is less than \$4.78 per square foot in which case Owner shall pay the amount set forth in the Park In-Lieu Fee applicable to developments in the East of 101 area, rather than the \$4.78 per square foot fee. Owner shall receive a credit to offset a portion of the Park In-Lieu Fee, for development of private open space created within the Life Science Campus at 475 Eccles Avenue Project. 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 a credit offsetting less than 25% of Owner's required fee, or more than 50% of Owner's required fee; and (ii) in no case shall zoning or building code required open areas, including but not limited to the ten-percent landscaping requirement (SSFMC, § 20.300.007(F)(1)(a)) and setbacks, be counted towards any offsetting credit. Owner shall pay the Park In-Lieu Fee once per phase, upon issuance of the first tenant improvement permit for each phase, based upon the total square footage approved for development for that phase.
- 2.3.2 **Transit Station or Ferry Terminal Enhancement Contribution**. Owner shall pay an in-lieu fee to be used for enhancing, enlarging, repairing, restoring, renovating, remodeling, redecorating, maintaining, and/or refurbishing the Caltrain Station located at 590 Dubuque Avenue, the Oyster Point Ferry terminal and/or their associated facilities. The in-lieu fee shall be in the amount of one dollar per square foot of building area excluding parking structures for each phase of development and shall be payable in two (2) equal installments per phase. One-half (1/2) of the in-lieu fee shall be payable substantially concurrently with, but not later than, the issuance of the building permit for the shell of the building, and one-half (1/2) of the in-lieu fee shall be payable prior to the issuance of a Certificate of Occupancy for the shell of the building.
 - 2.4 User Fees.
 - 2.4.1 **Sewer Service Charges** (assessed as part of property tax bill)
 - 2.4.2 **Stormwater Charges** (assessed as part of property tax bill)

3. BUSINESS LICENSE TAX MODIFICATIONS

In the event that the City's business license tax is modified and duly approved by voters, and any subsequent tax modifications become applicable to the properties on the Project during the term of this Agreement, Developer shall be responsible to pay the applicable business license tax amounts, as modified.

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