

PLANNING COMMISSION MINUTES AND REPSONSE LETTER



City of Burlingame

BURLINGAME CITY HALL
501 PRIMROSE ROAD
BURLINGAME, CA 94010

Meeting Minutes Planning Commission

Monday, October 23, 2023

7:00 PM

Council Chambers/Online

- a. 1200-1340 Bayshore Highway, zoned BFC - Public Comment on Draft Environmental Impact Report for an application for Commercial Design Review, Special Permits for Building Heights and Development under Tier 3/Community Benefits for a new development consisting of three, 11-story life science/office buildings and two, 10-story parking structures. (DivcoWest, Burlingame Venture LLC, applicant and property owner; WRNS Studio, architect) (92 noticed) Staff Contact: Kelly Beggs/Catherine Keylon

All Commissioners have visited the project site. Senior Planner Keylon provided an overview of the staff report.

Chair Pfaff opened the public hearing.

Public Comments:

> *Public comment sent via email by Marjan Abubo: I am speaking on behalf of ("LiUNA") the Labors International Union of North America, Local Union 261 and its members living in and near the City of Burlingame regarding the project known as Peninsula Crossing. LiUNA is currently reviewing the Project and we anticipate sharing our findings regarding potential impacts to air quality, noise, and biological resources as well as general consistency issues. LiUNA anticipates submitting timely comments along with independent expert reviews of our findings, and we have been working closely with the City and Ms. Keylon to obtain all relevant materials to perform a holistic review. Provided how comments are due next Friday on November 3 and we have not yet received information regarding the Phase I Environmental Site Assessments, LiUNA respectfully requests an extension of the comment deadline in order to fully evaluate the Project and any potential impacts. Looking ahead to future planning dates, prior to approving the project, LiUNA hopes for the Commission to take the time necessary to consider LiUNA's comments, review the potential impacts that would result from construction and operation of the Project on surrounding sensitive communities, recognize the possibly significant health risks posed to workers at the Project, as well as prepare a CEQA document that assesses these potentially significant environmental effects. Thank you for considering these comments and I look forward to hearing any updates during this evening's meeting.*

Chair Pfaff closed the public hearing.

Commission Discussion/Direction:

> *Clarifying that this is not a meeting to go back and forth with the applicants. However, if we have some questions do we just ask you? (Keylon: If there are clarifying questions regarding the CEQA document or the overall details of the project, we would be happy to do that. Tonight, we are not responding to any inquiries about the specific studies, but we can add those to the Response to Comments document. Then at the next hearing, if you think the responses were not sufficient or have further questions, we can have dialogue at that time.)*

> *Clarifying question on the footnote on page 2 of staff report about intersection function that it is no longer part of the CEQA document. Where is it now being evaluated? (Keylon: We refer to that as Level of Service and was previously looked at in CEQA. SB743 then changed that analysis to what is called*

VMT (Vehicle Miles Traveled). That analysis is now included with the CEQA document. The City's Engineering Division does look at intersection functionality or level of service as part of their analysis and overall review of the project, but not within the scope of CEQA or the environmental review.)

> What is the projected timeline and phasing for the project? (Keylon: The phasing is detailed in the project description, which is in Section 3. We have months' projections, but no actual dates provided. Is it not specific in terms of nailing down the calendar years, it just has the proposal for each phase. That is something that will come before the Commission for final decision when the project comes forwards. There is also a development agreement that is part of the full entitlement package.)

> Does this project have a photovoltaic system? (Keylon: In referencing the attached climate action checklist, the applicant notes that the project does not include a photovoltaic system and one is not required for non-residential buildings that are more than three stories. This information is included in their application.)

> In the past meetings, I have accentuated and had concerns about the pedestrian scale of the use of public spaces and access to the project site. So I want to call attention to and highlight Adrienne Leigh's letter that goes into great detail, specifically on how to provide safe pedestrian travel and bicyclists, noting some of the sizes and dimensions of the features that should be provided. I believe she's on the Transportation Commission. I just want to bring attention to that specifically because it is in line with my concerns I've noted in the past, including the human relationship with this project site.

> I have similar comments to many of the written public comments we have received. I do have one specific item that I did not understand and that is with relation to vibration and pile driving. I have read in the report that they may be using a different type of technique. I could not understand it, so I was wondering if it can be further investigated for the final document. (Keylon: It is included in Section 4.11, Noise and Vibration, on page 14 of the CEQA document under Impact Analysis. The first paragraph says "No pile driving or blasting activities are proposed during construction of the project. However, sheet piles would be installed using a drilled cast-in-place method such as auger cast or torque down piles or vibratory hammer suspended from a crane for sheet piles comprising portions of the proposed seawall." We can ask for detailed information on how each of those might work in the field and the Response to Comments document may include a summary.)

There is no motion for this item. The application will return for action once the environmental review has been completed.



City of Burlingame

BURLINGAME CITY HALL
501 PRIMROSE ROAD
BURLINGAME, CA 94010

Meeting Minutes Planning Commission

Monday, February 13, 2023

7:00 PM

Online

- e. 1200-1340 Bayshore Highway, zoned BFC - Design Review study meeting and Pre-Application Development Agreement study session for an application for Commercial Design Review, Special Permits for Building Heights and Development under Tier 3/Community Benefits for a new development consisting of three, 11-story life science/office buildings and two, 10-story parking structures. (DivcoWest, Burlingame Venture LLC, applicant and property owner; WRNS Studio, architect) (34 noticed) Staff Contact: Kelly Beggs/Catherine Keylon

All Commissioners have visited the project site. Commissioners Horan, Schmid & Tse had separate zoom meetings with the developer. Planning Consultant Kelly Beggs provided an overview of the staff report.

Chair Gaul opened the public hearing.

Virginia Calkins and Bryan Childs, represented the applicant and answered questions about the application.

Public Comments:

> John Coleman, CEO of Big Planning Coalition: We did send a letter to the commission on Friday in support of the project. I've been working with Virginia and others on this project for some period. I wish many projects that I worked on had the commitment to the community, the environment and planning for the future like it is, especially climate change. This is going to be a gold standard for future development in California, particularly the Bay Area. With what they have proposed for Easton Creek in bringing back literally the native species, the site will flourish. It would be a great education program for people in the area and students. I can't speak more highly of this project than what my letter says. I hope you move it forward so that this project can immediately -- and the projects that will be submitted to other cities and jurisdictions throughout the bay area in the near future.

> Kevin Kretsch, General Manager of Hyatt Regency Airport: Good evening, I also submitted a letter to the commission on February 8th but I would like to take the time, in case you didn't get a chance to read that, to share that with you now and read through that. Dear City Planning Commissioners, Hyatt Regency Airport would demonstrate our support for the DivcoWest plan along Old Bayshore Highway and the Hyatt Regency San Francisco Airport is located directly across the street from this proposed project. This project will result in a substantial redevelopment of a significant parcel of land along the Burlingame shoreline. The proposed redevelopment will provide a much-needed enhancement to the south section of Bayshore highway corridor and will include the following: first, investment in the bayfront is vital to this community. The new bay trail and associated recreational areas will be a critical asset for the city, its people and for generations to come. A substantial investment to address sea level rise, which has been mentioned. This will help protect Burlingame's Bayshore business community. Three world class buildings as discussed that will promote both business and local community and they will accomplish a new design standard for the entire Peninsula. This is a gold standard project in our opinion. Next, the new employment base to support our room occupancy and special events, not only in our hotel, but in the surrounding hotels and community. And finally, a project team that engage us, meaning Hyatt, as neighbors and works collaboratively on developing a design with a broader community in mind. We want to continue the efforts

to make Burlingame a premiere location for people to live, work and enjoy the amazing natural beauty of our shoreline. DivcoWest's commitment to the Burlingame community will help us achieve that goal. They have been in constant communication providing updates to the Hyatt. It has been a great partner with us. We love what we see in the development and enhancements that have been needed in this immediate area for such a long time. So, the benefits that this development would bring, we believe would continue to stretch the Bayshore corridor north and south and enhance the Burlingame community. Thank you so much for your time.

> Gita Dev: Good evening, Commissioners. Thank you for this opportunity to speak on the project. I want to first acknowledge that we have worked with Virginia and her team earlier, as she has mentioned. We do appreciate you listening to some of our concerns, making changes to make the waterfront more natural, more adaptation to sea level rise and more welcoming to the wild creatures that live in the wetlands along our waterfront. There are a few items I noticed that I would like to bring to your attention and to Virginia's team's attention. One is the trees. There are a lot of trees that are to be planted. The section showing the landscape along the waterfront indicates trees along the right edge of the bay. I want to remind everyone that what we need is to make sure that there is no space for predators where they can watch the shore birds and be predatory to them, so make sure the trees on the waterfront are appropriate. The other item is for lighting. I want to commend the lighting designer for the site lighting outside the building. They are well done and protected. They shine downwards and doesn't shine on the water. I do want to mention again, as I have mentioned this to the design team, that there is concern about the lights within the building. This would be true of any building along the waterfront, which we have brought up with other developers too. We do need a way for the lighting to be shaded at night so that creatures that feed at night have a night, that the wetlands do experience night and light at night is a problem. I have spoken before about this. Please do consider some way to require the lights to be shaded at night somehow. I want to mention one last thing, which is a more complicated issue, researching life sciences labs there are three different levels of labs; biosafety one, two and three. When you get to level three, the HVAC systems are quite extensive and noisy. Along the bayfront, noise might be an issue. We should come up with a way to mask them with concrete panels instead of metal doors. Thank you.

> Kelly Sloane: Good evening, Commissioners. I'm a Burlingame homeowner and architect for 30 years with professional experience from homes to master plans. I reviewed the three drawings posted to the staff report and I don't know anyone on the developer or architecture team. On both personal and professional levels, I support this project. This area of Burlingame is severely run down. The buildings, the water's edge and roads especially when comparing the stretch of waterfront to those north and south of San Mateo. It will improve the water edge. I like what they did there, it's beautiful and wonderful gift back to Burlingame. In terms of the proposed architecture, the design is simple, slick, modern and not big boxes down so I appreciate that. All that said, I think there's too much parking. I wanted to suggest a couple of things. First, I would like the city of Burlingame to consider modernizing our codes to significantly reducing the required parking for this future development. The staff report notes one space for every four hundred square feet of office which results in most of the 2,600 spaces required. Even with the 20% call from the TDM, still results in 2,100 spaces. The project proposes 320 parking spaces which exceeded code by 800 spots and the developer should reduce parking spaces to the minimum required. I also think that the 11 story office buildings may be too tall. If the developer can reduce or eliminate a parking structure or parking, they could redistribute the building and make them shorter. I love the fact this design will daylight the Easton Creek and create green space all around it and along the water's edge. The emphasis of views and green space but ignore the building space and corridor parking spaces, another reason to reduce parking. The proposed shuttle from the Millbrae transit hub extends to the project site south of Broadway. I request the developer consider adding a shuttle stop at the downtown Burlingame train station, which might encourage people to stop by the Avenue to have meals before or after work. Finally, I think we need more renderings from the freeway overpass and from the hillside, so residents know what they are going to see daily. There's one I could find from the top of the overpass, but it doesn't show the entire development extending to the left. Multiple renderings over the water really don't help. To recap, I support the project. Burlingame should consider modernizing our code to reduce parking and the project should reduce proposed parking to the minimum required redistributed and lower the office building massing, add a

shuttle stop at the Burlingame train station and provide more renderings.

> Andy Go: As a resident of Burlingame for almost 30 years, I want to put some input into this 1.5 million square foot project. It is located at the Broadway interchange of 101 and Caltrans, which we know is a major traffic congestion area. Broadway Caltrans crossing has been the scene of many train crashes and deaths as recently as last year. Building the Caltrans overpass is still not yet funded and years away. This project will further aggravate the traffic congestion for the thousands of workers commuting during this project. During lunch hour, many will head to restaurants using the Broadway interchange adding to the Broadway traffic jam. I'd like to note that there are two biotech projects under construction, totaling nine hundred thousand square feet and a total of 1.4 million square feet on top of this 1.5 million square foot project. I know the EIR is underway. For this project and other nearby biotech projects, I'm hoping it will address the traffic impact on the Broadway Caltrans crossing. Now, this project being 11-stories and over two hundred feet tall, I feel is way oversized for this 12-acre wood fence parcel. As comparison, the waterfront Facebook project has 660,000 square feet on 18 acres of land, five to eight stories and about one hundred feet tall. I think better sizing for the project could be like the Facebook project, maybe a million square feet. Also, this project should be timed to be built when the Broadway Caltrans overpass gets built so that when this project comes online, the Caltrans overpass can handle the flow of the additional traffic caused by this project. In fact, this project could contribute to maybe one or \$2 million into the funding of the Caltrans Broadway overpass since a lot of the work will be using the Broadway overpass. I'm not against this project. I think this project is a great project. But too massive and too tall for the location. With 12 acres of the waterfront land, the impact on the traffic could be severe and we'll find out more on the EIR. I hope the commission seriously take the concerns raised and citizens' suggestions. Thank you.

> Public comments sent via email by Jane Montgomery, Burlingame resident for 30 years: Dear Planning Commissioners, help the proposed project for 1200 to 1340 Bayshore avenue. This is not in keeping with character of Burlingame. Traffic alone will be horrendous and 1.5 million square feet of office. Scale back this project immediately and don't let the tax revenue influence your decisions. This is a gateway to our city. We do not need more development to (indiscernible) the view of the bayfront. Resources alone to manage this will be detrimental to the city's infrastructure. Please, please, please do not be persuaded by pretty pictures and think about the impact to the traffic in our community, wildlife, flora, water, sewer and electrical systems. Help, we need to stop this massive development that's engulfing our city.

> Public comments sent via email by Suzanne, President of Burlingame SFO Chamber of Commerce: Dear Planning Commission, over the past year, we, the Chamber of Commerce had the pleasure of getting to know the applicant team at DivcoWest and learning about the proposed project Peninsula Crossing which we believe have the potential to transfer the bayfront in a much-needed way. It includes landscaped public open spaces in conjunction with a critical new of bay trail and integrated public access path. All contributing significantly to the community and allowing a dilapidated area today. We believe the project will play an important role in the broader business community generating economic development for Burlingame and the region beyond. While creating a place that Burlingame can be proud to offer its citizens and visitors alike. Further, the project's proposed sea level rise protections will provide long-term critical new resiliency for the Burlingame community. We encourage the Burlingame Planning Commission to please consider advancing this project forward to help bring renewal and transformation to our wonderful bay front.

> Public comments sent via email by Lisa Fong, General Manager of the Marriott SFO Airport Waterfront: Dear members of the city planning commission, the SFO Waterfront Marriott submits this letter in support of Peninsula Crossing. I had the pleasure of viewing revised plans and continue to be impressed by the project's commitment to our city and the conservation of the bay trail. I believe peninsula crossing has the potential to further transform the Burlingame bayfront in a much-needed way. It includes more than five acres of valuable open space connected by a critical new quarter mile section of bay trail and integrated public path contributing significant new amenities to Burlingame residents,

workers and hotel guests alike. We believe the project will play an important role in the business community generating economic development for Burlingame in the region. The sea level rise protections will provide long-term critical resiliency for the Burlingame community and the project will be a center of -- by creating a best and class design, boosting business for nearby hotels and businesses while generating millions of dollars to the city. In addition to my role of the general manager at the Marriott Waterfront, I also live in Burlingame and raise both my kids here and I'm thrilled this project will fill in 1,475 feet of missing bay trail creating continuity along the city shoreline. Along with re-imagining the pathway, the project will prioritize pedestrian, bike path and adding green spaces and adding public spaces and utilizing the bayfront for visitors and residents alike. We support the applicant and welcome them to the community.

Chair Gaul closed the public hearing.

Commission Discussion/Direction:

> It looks like nothing has changed about the site plan. Regarding Phase 3, the north building and the north parking structure, there is close to no space between the sidewalk and the 200 foot building. There are only three trees that I can see on the north parking structure. I don't know how they have any room to grow, they are going to hit that wall. A few people called in about the excessive parking and I tend to agree. First, we're not sure how the Bayshore Highway is going to look because that plan is not done yet. But if these folks are responsible for determining where the sidewalk goes or what is happening to the roadway there, I would highly recommend that they figure out a way on these two buildings to make much more airspace. Maybe pull the building back on the Bayshore Highway side, so that some greenery can go in and shape that roadway that we were hoping would look better. I don't see it looking better at all. It's just too much "in your face". I asked it before, but I can see there was no change, so that is a design flaw. I find that bothers me a lot.

> I noticed that you have a lot of native plants everywhere and a shadow study has not been done which is going to be interesting. A lot of those bushes and native plants are going to need sunlight. You might want to look at how their growth would be affected if they are not getting sun for large portions of the day, which I expect because of the direction of where the sun is coming from.

> I don't see a rhyme or reason and cohesion to the office buildings. They don't have harmony and they are very tall. Everything seems quite maxed-out. It's too much. It is acceptable to have some height if they were slender and have some beautiful relationship between the buildings. If they had something connecting them, like the ones at the Meta complex, those have some relationship. You can see they belong together. I'm having trouble seeing that here.

> Further on the parking structures, consider giving some thought on using a green face rather than the proposed material, something that makes them blend better.

> I haven't seen a view corridor looking towards the hills. I would like to see it in the future renderings. There are a few that look like someone is standing on the ground in the back and there are none from the Bayshore side looking the other direction, except in the green areas at the intersection where you may call them a plaza, but there's going to be a lot of traffic there. I'm not sure how pleasant that would be. I would really like to see some consideration on the ground or close to the ground, like a real pedestrian view, rather than a drone view over the bay looking at these bunch of buildings several hundred or thousand feet off the bay and then towards the west. That's not really what we're going to see unless we're hovering somehow. I would like to see more realistic views rather than a beautiful rendering. You've done a real beautiful job of renderings but being in the art world, I know renderings are for promotion. I would like to see views from the ground and real shadow studies.

> (Childs: I'll try to address that succinctly. The massing of the project is relatively simple and intent. The site, as we have gotten to know it, has a lot of aspects we think are very interesting. There's the bayside which seems natural and elemental. You feel very connected to nature. Certainly, needs to be improved. As Virginia pointed out, Bayshore Highway is somewhere between being urban and suburban, a street that's not exactly well-defined. Then there's the overall goal to grain the buildings from east to west. So, from Bayshore Highway to the bay, those are the primarily view corridors. The primary understanding of the site from the public realm standpoint, is that graining. The last thing we want to do is make any

kind of wall that was parallel to Bayshore Highway or to the bay edge. The graining that you see, the long, thin buildings with the view corridors and the main public access from Bayshore Highway to the bay moving east to west or west to east, is the primary idea. This is really all about knitting together the public realm, knitting together this very special place in Burlingame where Broadway kind of hits the bay, hits Easton Creek. How we knit all of this together while keeping as much of a sense of openness from Bayshore Highway, from Broadway to the bay as we can, so the armature of understanding of that public realm is really about city to bay. That's why the buildings are relatively compact in the north-south section and so we can get that over five acres of new public open space really connecting the town of Burlingame and Bayshore Highway to the bay.)

> Mr. Childs addressed what my point was. The overwhelming public narrative is the size of the building being too big. Not necessarily my opinion, but I wanted them to speak to that. I think they've did a nice job explaining how the massing came about. That it was very intentional in not just gigantic buildings plopped arbitrarily.

> Concern about the pedestrian scale of this development. I'm going to point out just maybe a couple of examples of where things could be maybe improved. If we look at Sheet ENTG28, one of the renderings showing the aerial view from the bay trail looking south. It's the one showing the picnic lawn area. There are some tables over to the right-hand side sitting out in the sun. I know that there are some umbrellas around in some of the renderings, but this area where the tables are immediately below the podium level roof or deck balcony which is four-stories above, proportionately could be nice to have some built structure, some awning other than umbrellas. Something that can come out, similar to how you have your airport view. There's the rendering of the airplane viewing platform, how their sense of scale there where one is sitting on a bench, and you have the roof overhead. Just having something over your head while you're sitting and resting instead of sitting out in the sun with a four or five story roof up above. This is minor but it will help a lot in terms of having one feel like a sense of place and space. We're talking so much about all the public spaces and how one can enjoy it and use it. Recommends looking at some opportunities where you can think about that pedestrian scale.

> The other thing that wasn't talked about very much tonight, something I brought up in my one-on-one zoom discussion with the team, were traffic patterns and crosswalks and how does that all work as one approaches this fairly tall and large development once it's built out. That current road, Bayshore Highway, currently leads to the 101 freeway. It's heavily filled with cars and multiple lanes of people getting on and off the freeway. I currently don't feel safe as a pedestrian to cross on that north side of the Broadway overpass. There's the pedestrian overpass, but to get over to the heart of your development there, I'm concerned on how one would experience that; making their way over there with kids, with pets, bikes, strollers and such to enjoy this public space. I would like to see more attention to what will happen in terms of access to your development. I don't think we saw too much of it in today's presentation, hopefully, we'll see that in greater detail in a future date. It's a beautiful design. I would love for it all to be built sooner than later. But I'm a little bit concerned about the height of this development, the tightness of the corridors and how one, as a human, uses this space coming through in and around the development

> I wanted to piggyback on the comment regarding this structure. Thinking about the umbrellas and some of the public areas where the cafes are going to be, we're going to have outdoor seating and eating areas. As I thought more about it, the umbrella sounds great in a residential scale, in my backyard. As you start to think about how many people you're going to have, seating, trying to shade and make comfortable, I would encourage that those outdoor spaces become opportunities. I'd love a great sunny day, but we don't have them every day, we have a combination of wind instead. Being able to provide an outdoor opportunity and bringing down that human scale, there are opportunities in those little individual pocket areas when you spend more time with it. I realize these are big buildings and I'm asking you to design a little space. But those are going to be opportunities as we go further down the line to refine the program and the outdoor space areas. The umbrellas look great in the renderings but it's a maintenance item downstream and a more permanent style of structure. It may play out as a maintenance piece but also providing more to the pedestrian user in that area. I'm aware that the cafes and those little places I've discussed are not where you're making your money and selling rentable space. But those are going to be key areas that are great jewel benefits to our community which will make us want to go down there and use it and not just feel like it's a campus. That's a critical part of the project.

> About those community benefits, like the retail space, I appreciate that you've got a couple of cafe

spots in there, but I would encourage you to look at adding more retail space if you could. The people will come if you build something for them. It doesn't have to be a restaurant. You could have a retail space, maybe they are renting bikes, or a newsstand, something else to get people's interest to go there. I'm not one hundred percent convinced that people would go there because it's an open plaza, so just something to look at.

> I just can't even imagine designing this with half an Easton creek. I don't find developing half a creek beneficial. It's almost like offering half a creek. I find that a partial benefit. It would really be important to clean that up somehow.

> I don't think it's half a creek. I think it's just the phasing. I'm uncomfortable with a 20-year phase. Maybe even just ten years contract then have an option for a few more years or something. I would like to see this move forward. That's why I wanted to know how long this is going to take. It's hard to say, but if you gave them two to three years on each phase, that gives you six to nine years. So, ten years is reasonable. I get that it's a big project and phasing are going to make it easier for them to build. So, if they want to phase it, I'm okay with that but 20 years is too long.

> That's why I mentioned the possibility of having three different parcels. They don't have to do all three phases. They could sell off a phase or two of the phases and just do one phase. Now, that's up to them in how they want to proceed. It has nothing to do with us, but what we need to do is understand how long it takes to build one of these projects. Let's look at what we have already done and how those projects have moved forward. Obviously, the Facebook campus came out in 2012 which was during one of the economic downfalls that we had. Let's look and strategize something we've already done. We don't have to recreate the wheel. It has been created for us at some other level with other commissioners and other city council members. I would say phase it and give them seven years, then give them an option to add three more years, for a maximum of ten years. I wouldn't go straight to ten years and give them five more years. In my purview, they are always going to ask for more in the end. We must end up coming in the middle somewhere. I would really like to look at how we did the other projects to get some baseline of what it is. Then again, as my fellow commissioner mentioned, get a really good idea of how long these projects take to build. We have some certainty that DivcoWest is a very exceptional development company, they know what they are doing. Suggests that we look at how long the Park Road project has taken. We're all in the community looking at how long that has taken.

> I like the project a lot, the design and the public amenities. My concern is about the phasing as well, not so much about the phasing of the buildings themselves, but of the community benefits. I would propose they figure out a way to deliver all the community benefits as part of Phase 1, the full bay trail and Easton Creek rehab. Otherwise, we may never get it. If the economic conditions don't allow the phases to be complete, we will be stuck with a half-finished public amenity. I would be willing to trade-off on the airport viewing amenity. It concerns me from a safety and security standpoint to have that on top of the parking garage. Maybe there could be some negotiation for that. I am also concerned about the traffic. I know we'll have a separate study on the traffic, but the 3,400 cars are a lot. It means 23 cars a minute for two and a half hours each morning and 23 cars a minute for two and a half hours each afternoon. That's a lot of cars going through intersections in addition to what's already there. The overall project is really good. It just feels ten percent too big. If the buildings were ten percent lower, ten percent less square footage and ten percent fewer cars with those amenities, it's a fantastic project.

> I like the project a lot too. With the sea level rise, the amenity, the restoration, the bay front, and the path. There's a lot going into this before we even get our first building. I do agree with the phasing. It's just the fact that it's a cut and dry diagram at the moment. The line needs to move further, not on the edge of the creek, but a little further into Phase 3. I don't want to be standing on the Phase 1 side looking at an unfinished other side of the creek for ten years. So, they are going to have to knockdown the existing buildings. They are going to be spending months with trucks going in and out bringing dirt to raise that up 7 to 10 feet. It's going to take time for that 7 to 10 feet of dirt to settle in to then be useable and buildable. There's a good amount of time where those are going to be empty lots. If they can work on both sides of that Easton Creek restoration as part of Phase 1. It's still going to be a fence on the other side while we wait for the building to happen. At least if we can get up over the edge a little bit and get the plantings going, both sides will mature in age in a similar fashion instead of being totally different. The path on either end is going to be a work in progress, regardless. The path to the north is not a nice path, it's just there. They, too, need to do the sea level rise remediation at some point. They are not going to

suddenly raise their land 7 to 10 feet so Divco's path can be done 100%. It could take years before that connection point finishes up. Similarly, I don't think we have the connection point on the city's side on the south. Regardless, those two on either side are going to take time and a couple of different iterations before they get finished. But the promise to open it up as early as possible so that we can use the bay trail, even if it's not in its finished state, does bring community benefit. If they do the restoration of the Easton Creek early on, that gets us a good-looking benefit for quite a while too before the buildings go in. So, there's a lot to be said here in these benefits, more than we've really seen in some of the others. When you look down the street by the Marriott, we're not getting near the same community benefits out of that project because it doesn't have touch points with anything. They are providing a little restaurant too and a plaza in the middle of the street. This project is really providing a top-notch project and five acres worth of open space that in a prime spot. It's not in the middle of nowhere. It's going to be a good project. I hope that they can keep the momentum going. I would love to see it done because those properties out there are dilapidated, and they are sitting there waiting to be done.

> I'm mostly concerned about the length of time of the project. My gut instinct is that this is going to be a good benefit to our community. I'm concerned this is one parcel but split in three separate ownership groups as you see that on the diagram. I'm concerned of things stopping. To my fellow commissioner's point, the development agreement needs to be capped but maybe it's commissariat for each phase. You get three years for each phase and after you complete one, you get another three years. I'm concerned, you develop the first phase and we're staring at dirt lots for 12 years. Even with the public benefit, I love to go on the bay trail, but walking by that southern section of the bay trail that opened was bad for a long time. I'm concerned it could be similar. The development agreement and capping that at a much more conservative level, maybe having it tied to the actual construction phases is more to our best interest as a community.

> The point has been made is that those are just three simple sections and three simple blocks. My fellow commissioner had a good point, maybe the whole bay trail becomes the whole bay trail in Phase 1. That's a good idea. The problem is, usually hardscaping and soft scaping are the last things that happen because you've got so many debris over the whole job, heavy equipment, and everything gets destroyed. So, we'll leave that up to the applicant. I trust they can come up with a good plan, but we're all in agreement that 20 years is too long. It needs to be scaled back somehow whether by phase or overall project.

This item will return on the Regular Action Calendar because it includes environmental review.

09.25.2023

To the City of Burlingame Planning Commission and Staff:

Similar to the several previous reviews, we appreciated the Planning Commission's comments at the February 13, 2023 Peninsula Crossing ("PX") Study Session and below we have summarized these comments and the project team's responses, which have also been incorporated into the accompanying design submission.

Development Agreement (DA) Process

- Several comments related to the Development Agreement (DA) process, including the length of term and certain improvement delivery requirements. Since then, the PX team has been engaged with the City Attorney's Office to work through additional specifics, including why it is important that the Project have an initial term of no less than ten years with two five year extensions available subject to meeting certain criteria. Among the reasons supporting this are:
 - Complexity of the Project: Peninsula Crossing will transform Burlingame's waterfront in ways that will benefit Burlingame residents for generations to come, but a project with this transformational potential is a large and complex task, much more than a single project at a typical infill location. The PX project includes complications such as also having to obtain additional approvals from several third party agencies such as CalTrans, the US Army Corps of Engineers, the California Department of Fish and Wildlife, the Regional Water Quality Control Board, and the Bay Conservation and Development Commission; and raising the grade of the entire site while installing extensive new infrastructure.
 - Phased Approach: While Peninsula Crossing will operate as a single project at full build out, it will be created in three phases, each of which will be constructed and financed separately. Market demand must be assessed at the start of each phase given the scale of the overall project.
 - Market Uncertainty: The last few years have clearly highlighted the challenges of market risk. The pandemic has had a significant impact on office demand, and inflation and supply chain problems have caused construction costs to rise rapidly and erratically. Rising interest rates also make construction financing challenging to obtain. We remain highly confident in the project, to be clear, and continue to drive it forward, but our investors, lenders, and potential tenants need sufficient term to be able to respond to these realities.
 - Advance Provision of Key Community Benefits: We have heard the community's desire for a continuous, complete Bay Trail at the beginning of the project, and we have responded by proposing a full length trail to open at the completion of the first phase of development. The first phase also includes key off-site improvements, including a complete reconfiguration of the 101 offramp intersection. Front loading these improvements allows the community to begin enjoying key benefits early, but it also increases the scale, cost, and complexity of the first phase.

Project Phasing

- Questions were asked about current thinking regarding project phasing, and specifically what portions of the project will be delivered in the first phase, how the project will look at the completion of the first phase, and whether the phasing can be revised to include both sides of Easton Creek.
- The project team has responded by developing a series of illustrations of the Phase 1 design showing how various parts of the site will look and which features will be publicly-available at completion of Phase 1, and these images have been added to Entitlement Set 4 accompanying this summary.

- The project team has revised and expanded the phasing area around Easton Creek, adding sitework and landscaping on both sides of the Creek to deliver an improved nature corridor at the end of the first phase. This is also shown in the phasing illustrations.

Permanent Shade Structures

- Specific comments were made about the desire for permanent shade structures where only umbrellas had been shown at the public restaurant and picnic terrace areas.
- The project team responded with the addition of two permanent shade structures as part of the public open space. The project team appreciated this comment and values the shade structures for creating habitable, outdoor “rooms” for the public to enjoy. These are designed to augment the sense of human scale in the open space, while also providing some additional protection from sun and wind in key public areas. These structures will allow members of the community to host events such as birthday parties or field trips, while also supporting everyday use.
- One shade structure is across from the public restaurant at the Center Building, and another is part of the public picnic terrace north of Easton Creek. Images and details for both are included in Entitlement Set 4.

Pedestrian Safety

- There were questions about pedestrian safety along Old Bayshore Highway.
- The project includes high-visibility crosswalks at all locations connecting to the project site, including new crosswalks and where upgrades are being made to existing crosswalks. These include a combination of traffic lights and enhanced striping to promote safety.
- The project team has invested in an improved pedestrian experience along Old Bayshore Highway and accompanying new illustrations show this. The sidewalks are a minimum of 11 feet wide, matching the Old Bayshore Highway Corridor Feasibility Study, and they are designed to support safe, enjoyable walking.

Shadows

- A request was made for a shadow analysis, to show how much sun and shade is received in public open spaces.
- The project team has responded by adding a shadow analysis to the Entitlement Set 4, showing where shadows fall at different times of day on key dates throughout the year (winter and summer solstices, autumnal and vernal equinoxes).

Architectural Materials

- A comment was made about the specific materials chosen, to make sure they blend together between buildings and parking.
- The project team has responded with additional attention paid to the natural color and tactile texture of the façade materials at the ground level of both the buildings and parking. The façade materials around the base of both the office/R&D buildings and parking structures will be identical precast concrete with a warm color and approachable texture. The material board has been updated with additional examples demonstrating the intended materials to be used, and the project design prioritizes natural materials.

Eye Level Renderings

- A request was made for additional eye-level renderings, to better show the actual views people will see from the ground level.
- The project team has responded by including additional eye-level views in the Entitlement Set 4.

Massing

- Comments were made about the overall project massing, height, and scale.
- The project team has paid special attention to the articulation of the buildings and parking, especially at the ground level, with small-scale volumetric elements and a warm textured finish to create a human-scaled experience. The project design prioritized human scale, not overwhelming mass, through several architectural strategies including articulation and choice of facade materials.
- The project team had previously reduced the GSF of the project below the maximum allowed by zoning (1.57Msf down to 1.46Msf) for the initial entitlement application, and then had further reduced the scale from 1.46Msf to 1.42Msf between the original joint Planning Commission/City Council study session and the February 2023 Planning Commission meeting and is now significantly below the 3.0 allowable FAR.

Parking

- There were comments about the parking count, and how it compares to other projects on the Peninsula.
- The parking supply reflects minimum requirements for a competitive project as demonstrated by market demands for parking in comparable office/lab projects. PX is also investing in a transportation demand management program to reduce single occupancy vehicle traffic. This program includes a routine project-sponsored shuttle to Caltrain/BART and robust bicycle facilities in all buildings, among other strategies.

Traffic

- There were questions about traffic associated with the project.
- The team engaged top experienced traffic professionals to study the impact of the proposed project on several neighboring intersections. Based on these studies, the traffic consultants have designed revised intersection geometry and signal timing for several intersections. With these infrastructure improvements, the traffic model actually shows that PX will improve upon the level of service at some intersections relative to a cumulative no-project scenario, and the project team has provided an extensive level of analysis to the City for further review.

We would like to acknowledge and thank the Planning Commissioners for their review and comments, and we are pleased to present an updated design that reflects this feedback. We look forward to returning to the Planning Commission for CEQA public comment on the published Draft EIR soon, and then for final review of the project early next year.

Thank you,



Virginia Calkins

DivcoWest

APPLICATION MATERIALS



Project Application - Planning Division

Type of Application:	Accessory Dwelling Unit	Conditional Use/Minor Use Permit	
	Design Review	Hillside Area Construction Permit	Minor Modification
	Special Permit	Variance	Other

Project Address: _____ **Assessor's Parcel #:** _____ **Zoning:** _____

Project Description:

Applicant

Name: _____

Address: _____

Phone: _____

E-mail: _____

Property Owner

Name: _____

Address: _____

Phone: _____

E-mail: _____

Architect/Designer

Name: _____

Address: _____

Phone: _____

E-mail: _____

Burlingame Business License #: _____ * Architect/Designer must have a valid Burlingame Business License.

Authorization to Reproduce Project Plans:
 I hereby grant the City of Burlingame the authority to post plans submitted with this application on the City's website as part of the Planning approval process and waive any claims against the City arising out of or related to such action.
 _____ (Initials of Architect/Designer)

Applicant: I hereby certify under penalty of perjury that the information given herein is true and correct to the best of my knowledge and belief.

Applicant's signature: See attachment. Date: _____

Property Owner: I am aware of the proposed application and hereby authorize the above applicant to submit this application to the Planning Division.

Property owner's signature: N/A Date: _____

Date Application Received (staff only): _____



Project Applicants, Property Owner Information, and Signatures

Co-Applicant and Property Owner: DW Burlingame I Owner, LLC

Property Addresses: 1288, 1290, 1300, 1308, 1310, 1338, and 1340 Old Bayshore Highway

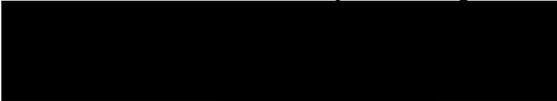
Property APNs: 026-113-330, -450, -470, and -480 and 026-142-070 and -110.

Address: 301 Howard Street, Suite 2100, San Francisco, CA 94105

Phone: (248) 961-5664

Email: vcalkins@divco.west.com

I hereby certify under penalty of perjury that the information given in the Project Application is true and correct to the best of my knowledge and belief.



Name: Michael Carp

Co-Applicant and Property Owner: DW Burlingame II Owner, LLC:

Property Addresses: 1250 Old Bayshore Highway

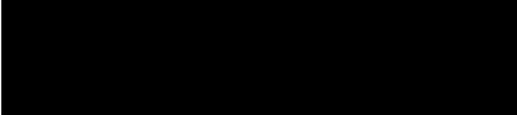
Property APNs: 026-142-140 and -150

Address: 301 Howard Street, Suite 2100, San Francisco, CA 94105

Phone: (248) 961-5664

Email: vcalkins@divco.west.com

I hereby certify under penalty of perjury that the information given in the Project Application is true and correct to the best of my knowledge and belief.



Name: Michael Carp

Co-Applicant and Property Owner: DW Burlingame III Owner, LLC:

Property Addresses: 1200 and 1240 Old Bayshore Highway

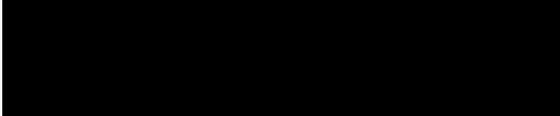
Property APNs: 026-142-020, -030, -160, -170, and -180

Address: 301 Howard Street, Suite 2100, San Francisco, CA 94105

Phone: (248) 961-5664

Email: vcalkins@divco.west.com

I hereby certify under penalty of perjury that the information given in the Project Application is true and correct to the best of my knowledge and belief.



Name: Michael Carp



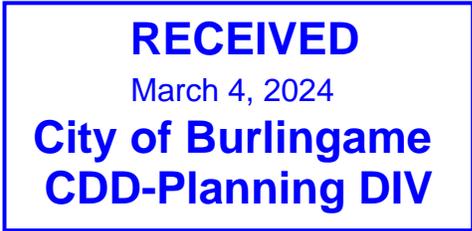


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March 3, 2024

Catherine Keylon, Senior Planner
Planning Division, Community Development Department
City of Burlingame
501 Primrose Road, Burlingame, CA 94010



RE: Peninsula Crossing Project – Updated Applicant and Property Owner Information

Dear Ms. Keylon,

I am writing to clarify the Project Application form for the Peninsula Crossing project located at 1200-1340 Old Bayshore Highway (the “Project Property”) with respect to the entity names for both the owner and applicant, and to provide supplemental authorization for the application. The Project Property is owned by five related but legally separate entities, and each is a co-applicant.

The application in August 2022 identified DW Burlingame I Owner, LLC, DW Burlingame II Owner, LLC, and DW Burlingame III Owner, LLC as the applicants and landowners. In addition to those three owners, portions of the Project Property are owned by two additional owners, DW Burlingame II Owner A, LLC and DW Burlingame II Owner B, LLC, both of which are wholly owned subsidiaries of DW Burlingame II Owner, LLC. The following is the Project Property ownership information for DW Burlingame II Owner A, LLC:

Co-Applicant and Property Owner: DW Burlingame II Owner A, LLC
Property Addresses: 1250 Old Bayshore Highway
Property APN: 026-142-240
Address: 301 Howard Street, Suite 2100, San Francisco, CA 94105
Phone: (248) 961-5664
Email: vcalkins@divcowest.com

DW Burlingame II Owner, LLC is also the owner of the Project Property at 1288 Old Bayshore Highway (APN 026-142-200) and 1290 Old Bayshore Highway (APN 026-142-110).

This letter confirms that DW Burlingame II Owner A, LLC authorizes the application. A separate letter will provide authorization from DW Burlingame II Owner B, LLC.

If you have any questions, please feel to contact Virginia Calkins per the contact information set forth above.

I hereby certify under penalty of perjury that the information given in the Project Application, as supplemented by this letter, is true and correct to the best of my knowledge and belief.



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DW BURLINGAME II OWNER A, LLC, a Delaware limited liability company



Michael Carp, as Authorized Signatory
for DW Burlingame II Owner A, LLC

RECEIVED
March 4, 2024
City of Burlingame
CDD-Planning DIV

301 HOWARD STREET, SUITE 2100
SAN FRANCISCO, CA 94105



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March 3, 2024

Catherine Keylon, Senior Planner
Planning Division, Community Development Department
City of Burlingame
501 Primrose Road, Burlingame, CA 94010



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The application in August 2022 identified DW Burlingame I Owner, LLC, DW Burlingame II Owner, LLC, and DW Burlingame III Owner, LLC as the applicants and landowners. In addition to those three owners, portions of the Project Property are owned by two additional owners, DW Burlingame II Owner A, LLC and DW Burlingame II Owner B, LLC, both of which are wholly owned subsidiaries of DW Burlingame II Owner, LLC. The following is the property ownership information for DW Burlingame II Owner B, LLC:

Co-Applicant and Property Owner: DW Burlingame II Owner B, LLC
Property Addresses: 1250 Old Bayshore Highway
Property APN: 026-142-220
Address: 301 Howard Street, Suite 2100, San Francisco, CA 94105
Phone: (248) 961-5664
Email: vcalkins@divcowest.com

DW Burlingame II Owner, LLC is the owner of the Project Property at 1288 Old Bayshore Highway (APN 026-142-200) and 1290 Old Bayshore Highway (APN 026-142-110).

This letter confirms that DW Burlingame II Owner B, LLC authorizes the application. A separate letter will provide authorization from DW Burlingame II Owner A, LLC.

If you have any questions, please feel to contact Virginia Calkins per the contact information set forth above.

I hereby certify under penalty of perjury that the information given in the Project Application, as supplemented by this letter, is true and correct to the best of my knowledge and belief.



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WWW.DIVCOWEST.COM

DW BURLINGAME II OWNER B, LLC, a Delaware limited liability company



Michael Carp, as Authorized Signatory
for DW Burlingame II Owner B, LLC

RECEIVED
March 4, 2024
City of Burlingame
CDD-Planning DIV

301 HOWARD STREET, SUITE 2100
SAN FRANCISCO, CA 94105

December 9, 2022

Catherine Keylon, Senior Planner
Planning Division, Community Development Department
City of Burlingame
501 Primrose Rd, Burlingame, CA 94010

RE: Summary of the Peninsula Crossing Project

Dear Ms. Keylon:

At your suggestion, this letter provides a brief summary of our proposed Peninsula Crossing project (“PX”) at 1200-1340 Old Bayshore Highway, as a cover to our third entitlement submission.

PX responds to Burlingame’s recently adopted General Plan, which increased the allowable density of development along the Bayfront, emphasizing this area for employment growth. PX is a life science and/or office development on 13 existing contiguous parcels, which will be merged into 8 new parcels under a Tentative/Final Map process, comprising approximately 12 acres. It includes three distinctive 11-story, buildings (South, Center, and North) totaling approximately 1.42 million square feet. Each is designed to support potentially multiple either office or life science tenants. Two of the buildings, South and Center, have restaurant/café spaces open to the public and totaling 5,000 square feet, and all three buildings contain additional tenant amenities such as conference centers, fitness areas, lobbies, cycle centers, and back-of-house operations space. Two 10½-story parking structures provide about 3,425 parking spaces, 40 of which are public, to support the project. All existing buildings and surface parking lots on the existing site will be demolished and removed as soon as regulatory approvals permit.

The project is designed with *the community* as a central focus and therefore provides significant community benefits. While greater detail regarding these is included in the drawing set accompanying this letter, some highlights are:

- A new 1,475-foot segment of the Bay Trail across the site, creating important connections to existing segments of the Bay Trail and providing continuous waterfront access with overlooks, seating, and other amenities.
- Sea level rise and flood protection improvements along the project’s entire Bayshore and the banks of Easton Creek, engineered to provide long-term protection today, and also to be adaptable to future conditions.
- A public plaza and seating area at the southern gateway of the site, near the intersection of Old Bayshore Highway and Airport Boulevard/Broadway.
- A total of approximately **5 acres** of landscaped area and open space.
- Recreational infrastructure including a gravel beach, a nature-based play area, fitness equipment, an elevated airplane viewing platform on the top level of the South Garage, and a bike share station.

- Enhanced native habitat including drought-tolerant plantings and homes for native species.
- Interpretive signage and public art.
- A network of bicycle and pedestrian infrastructure with a bridge over Easton Creek, connections to Old Bayshore Highway, and a new protected bike lane along the entire frontage.
- Bird-safe design throughout the buildings and site to ensure a safe environment for native species.

The site is currently owned by three separate entities (DW Burlingame I Owner, LLC; DW Burlingame II Owner, LLC; and DW Burlingame III Owner, LLC) but is designed to be developed and operated as a single site. As such, we are requesting that the City apply certain development standards to the project on a site-wide basis. The project is expected to be phased, beginning with the Center Building and South Garage; followed by the South Building; and concluding with the North Building and North Garage. Landscaping adjacent to each building will be delivered in the respective phase, with one key addition: in the first phase, we plan to deliver meaningful, functional Bay Trail connectivity along the entire project site, including across Easton Creek. The new central intersection located at the highway 101 on-ramp will be complete in the first phase.

Conditions of approval of the Tentative Map will require reciprocal access, parking, utility, drainage, emergency vehicle, no-build, and other easements and agreements across all eight parcels and involving all three owners. These will ensure seamless development and operation of PX, and importantly ensure that community benefits and other horizontal infrastructure are delivered at appropriate times and maintained for the long-term.

Installation of critical sea level rise infrastructure will require significant grading activity for brief periods, including surcharging portions of the site prior to commencing vertical construction. (Surcharging entails piling soil for extended periods of time to promote settlement and create a stable ground condition for the long-term.) Given this, we are requesting early issuance of demolition permits to help deliver the significant associated community benefits as soon as possible, including sea level rise infrastructure south of Easton Creek and a fully connected functional Bay Trail, furthering the City's General Plan goals related to activation of recreational and other uses along the Bayfront.

We hope that this high-level summary has been helpful.

If you have any questions, please feel to contact me at vcalkins@divcowest.com or (248) 961-5664.

Sincerely,

Virginia Calkins and Seth Bland

1200-1340 Old Bayshore Highway – Special Use Permit, Project Consistency with the General Plan

Explain how the additional development capacity is consistent with General Plan goals and policies

The General Plan land use map designates the project site as Bayfront Commercial (BFC), which allows a maximum FAR of 3.0. Permitted uses in the BFC designation include restaurants, retail, and higher intensity office uses. Development in the BFC designation should prioritize public access to the waterfront. The Bayfront neighborhood covers approximately 2.5 linear miles of frontage along the Bay. It is characterized by the Bayfront, recreation and open space resources, office buildings, hotel, and restaurants that benefit from their proximity to San Francisco International Airport. The vision for the Bayfront is to be a regional recreation and business destination, with industrial and office uses as preferred uses. The Project's uses are consistent with the BFC designation, with an average FAR of approximately 2.79 across the Project site, below the allowable 3.0 in the General Plan.

The Project will make major contributions to City and regional efforts to combat sea level rise-related policies in the General Plan. The Project has been designed to account for sea level rise, consistent with policies CC-6.7, CS-5.3, HP-5.10, IF-4.3. It will maintain an adequate setback from the Bay, and building and shoreline infrastructure will have a sufficient elevation to account for future sea level rise conditions. The Project also proposes a variety of major shoreline improvements to address sea level rise and flooding both on the project site and beyond, such as enhancing the existing tidal marsh, creating a "soft" or "living" shoreline where feasible, and the construction of earthen berms, sea walls, flood walls, and riprap slopes.

The Project's office space and life science uses are designed to be world-class facilities that will help transform the Bayfront neighborhood into a business destination and economic engine, increasing the number of local jobs and the fiscal impact of new business growth. Specifically, the Project will advance economic development goals and policies, including Goal ED-1 to maintain a diversified economic base that provides a wide range of business and employment opportunities capable of ensuring a healthy and prosperous economy for generations to come. The Project will further Policy ED-1.1, which calls for the City to encourage development of new office, research, and technology spaces to diversify the types of businesses in Burlingame, specifically focusing on the Bayfront. Similarly, the Project will support Policy ED-2.10, which seeks to position the Bayfront area as a location for larger office-based and research and development businesses as a complement to the hospitality business. Consistent with Policy ED-1.6, the Project will provide numerous community benefits to the City, while also expanding the City's economic base.

The Project will construct a critical missing segment of the Bay Trail, creating continuous public access along the Bay from SFO to Redwood Shores, and will provide new and enhanced open spaces, increasing access to the Bay and recreation opportunities for all community members, consistent with Policies CC-5.4, HP-1.3, and

HP-4.12. The proposed landscaping for the Project is native, drought-resistant, climate appropriate, and sustainably designed, consistent with Policy IF-2.13. Additionally, the Project has been designed to increase the pedestrian view corridor width toward the Bay, compared to existing conditions, consistent with Policy CC-6.1 regarding ensuring that new development preserves public views to the waterfront.

The Project will include features and programs to advance the City's transportation goals and policies, including a robust TDM program and increased shuttle system consistent with Goal M-5 and Policies CC-1.5, M-1.2, M-4.7, M-5.1, and M-8.2. The project will develop local transit and bicycle connections consistent with Policy ED-2.3. The project will expand pedestrian and bicycle access to the Bayfront, including the extension of the Bay Trail, consistent with Policies CC-6.5, M-2.1, and M-14.2. The Project also proposes intersection improvements that will increase pedestrian and bicycle safety, consistent with Policy M-1.3. The project will provide wayfinding signage and support facilities for bicyclists, consistent with Policies M-3.5, M-3.6, and M-14.4. The project will provide electric vehicle parking spaces and infrastructure, consistent with Policy M-8.1.



ENVIRONMENTAL INFORMATION FORM

(to be completed by applicant when Negative Declaration or Environmental Impact Report is required)

GENERAL INFORMATION

026113470, 026113330, 026113480, 026113450,
026142110, 026142070, 026142140, 026142150,
026142160, 026142020, 026142030, 026142180,
026142170

Project Address: 1200-1338 Old Bayshore Highway

Assessor's Parcel Number: _____

Applicant Name: DW Burlingame Venture, LLC

Property Owner Name: DW Burlingame Venture, LLC

Address: 301 Howard St. Suite 2100

Address: 301 Howard St. Suite 2100

City/State/Zip: San Francisco, CA 94105

City/State/Zip: San Francisco, CA 94105

Phone: 248-961-5664

Phone: 248-961-5664

Permit applications required for this project (special permit, variance, subdivision map, parcel map, condominium permit, building permit, etc.):

Environmental review under CEQA, Commercial Design Review, Tentative and Parcel Map, Building Permit, Special Permit (height and FAR), Master Sign Program

removal & replacement, demo, grading, & encroachment permits, Development Agreement, approval of offsite improvements
Related permits, applications and approvals required for this project by City, Regional, State and Federal Agencies: FAA, BCDC, SFO Airport Land Use Commission, all applicable permits related to creek and waterways including RWQCB, Army Corps of Engineers, Department of Fish and Wildlife, BAAQMD, Caltrans, ABAG

SITE INFORMATION

Site size: 11.97 Acres and (521,468 sf) Square Feet Existing Zoning: BFC

Existing use(s) of property: Office, Retail, Restaurant, Hotel, Commercial, Vacant

Total Number of Existing Parking Spaces¹: 550 Number of Compact Spaces¹: 0

Number of Existing Structures and Total Square Footage of Each: 8 existing structures. See table on Page 6.

Will any structures be demolished for this project? Yes No

Size and use of structures to be demolished: All

Number and size of existing trees on site² 63 trees. See ENT -L-001

Will any of the existing trees be removed? Yes No

If Yes, list number, size and type of trees to be removed: 63 trees to be removed, 17 of which are large enough to qualify as protected. Types include red ironbark gum, bushy yate, Bailey's acacia, Ngiaio, windmill palm & others.

Are there any natural or man-made water channels which run through or adjacent to the site?
 Yes No If Yes, where? Easton Creek, between 1290 and 1300 Old Bayshore Hwy

Unnamed remnant tidal channel at 1200 Old Bayshore Hwy

¹ City of Burlingame minimum standard parking space size is 9'x20'. The minimum size for compact parking spaces is 8'x17'. Refer to City of Burlingame Zoning Ordinance C.S. 25.70 for parking requirements for particular uses.

² Refer to the City of Burlingame's Urban Reforestation and Tree Protection Ordinance (C.S. 11.06) for tree removal permit and tree planting requirements.

City of Burlingame Planning Department 501 Primrose Road P(650) 558-7250 F(650) 696-3790 www.burlingame.org

Describe in general the existing surrounding land uses to the:

North One Bay Plaza office building and associated parking lots

South Airport Boulevard and Highway 101

East San Francisco Bay

West Old Bayshore Highway and commercial and industrial development

PROPOSED PROJECT

Project Description: _____

The proposed Project includes three buildings of commercial development designed to accommodate Office / Life Science and accessory uses, loading, circulation, access components, and cafe/restaurant. Two parking structures (above and below-grade) will be integrated with the architectural and site design. The proposed site includes shoreline improvements, public open space and landscaped areas, pedestrian and bicycle infrastructure throughout, and a resilient sea level rise strategy along the shore and creek. Foundation systems will include auger cast piers.

Residential Projects:

Number of Dwelling Units: 0

Size of Unit(s): N/A

Household size (number of persons per unit) expected: N/A

Commercial/Industrial Projects:

Type and square footage of each use: Office/Life Science - 1,455,000 gsf; Cafe/restaurant - 5,000 gsf
Structured Parking - 3525 stalls

Estimated number of employees per shift: 4,171 to 5,309

Will the project involve the use, disposal or emission of potentially hazardous materials (including petroleum products)? X Yes _____ No

If Yes, please describe: Use and disposal of hazardous materials during construction and during office and life sciences operation will follow industry guidelines and comply with all applicable regulations.

Institutional Projects (public facilities, hospitals, schools):

Major function of facility: N/A

Estimated number of employees per shift: N/A

Estimated Occupancy: N/A

For all Projects:

Flood Hazard: Is this site within a special flood hazard area? X (Partial) Yes _____ No

Land Use: If the project involves a conditional use permit, variance or rezoning application, please explain why the applications are required³: A special permit is required to allow the proposed building heights and floor area ratio (FAR).

³ Please fill out and submit the appropriate application form (variance special permit, etc.)

City of Burlingame Planning Department 501 Primrose Road P(650) 558-7250 F(650) 696-3790 www.burlingame.org

Building gross square footage: Existing: 119,000 gsf Proposed: 1,460,000 gsf
Number of floors of construction: Existing: 1-3 stories Proposed: 11 stories

Traffic/Circulation: Standard and compact off-street parking spaces provided:

Existing: Standard	<u>550</u>	Proposed: Standard	<u>3399</u>
Compact	<u> </u>	Compact	<u>126</u>
Total	<u>550</u>	Total	<u>3525</u>

Grading: Amount of dirt/fill material being moved (check one):

 0-500 cubic yards 5,000-20,000 cubic yards
 500-5,000 cubic yards X Over 20,000 cubic yards(indicate amount) 129,436

Note: If fill is being placed over existing bay fill, provide engineering reports which show the effect of the new fill on the underlying bay mud.

Storm water runoff: Indicate area of site to be covered with impervious surfaces (parking lot paving, etc.): 216,329 sf (less than 424,000 sf under existing conditions)

Is the area with impervious surfaces less than 200 feet away from a wetland, stream, lagoon or bay?
 X Yes No

Noise: Describe noise sources and timing of activity generated by your project during construction: Heavy equipment (jackhammers, demo, excavators, auger drilling, concrete pumps and trucks), crane safety horns & equipment back up safety notification, Steel framing hammering & shot pins, metal cutting. No pile driving.

Noise sources generated during operation of facility: Noise generated during facility operation will be consistent with industry best practices. All noise sources will be constructed and shielded per applicable regulations.

Vibration: Will the proposal cause vibration that may affect adjacent properties? Describe any potential sources of vibration: No.

Exterior Lighting: Please describe any proposed exterior lighting of the facility⁴: Street lighting, site/landscape lighting, building entrance lighting, building identification/signage lighting

Water: Expected amount of water usage:

Domestic	<u> </u> gal/day	Peak use	<u> </u> gal/min
Commercial	<u>186,000</u> gal/day	Peak use	<u>520</u> gal/min
Expected fire flow demand	<u> </u> gal/min		

As per the C.3 regulations set forth by the California Regional Water Quality Control Board, please respond to the following questions:

1. Would the proposed project result in an increase in pollutant discharges to receiving waters?
No. With implementation of required C.3 stormwater treatment measures, the proposed project would treat stormwater prior to discharge, thus reducing pollutant discharges. The project would also include bioretention areas and reduce the amount of impervious surfaces from existing conditions.

⁴ Refer to City of Burlingame Exterior Illumination Ordinance (No. 1477) regarding requirements which limit exterior illumination in both residential and commercial zones.

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2. Would the proposed project result in significant alteration of receiving water quality during or following construction? No. Project will implement construction best management practices from the SWPPP and post construction stormwater treatment measures so as not to impact receiving water quality.

3. Would the proposed project result in increased impervious surfaces and associated increased runoff? No. The project will decrease impervious area and implement detention measures so that runoff will not be increased.

4. Would the proposed project create a significant adverse environmental impact to drainage patterns due to changes in runoff flow rates volumes? No.

5. Would the proposed project result in increased erosion in its watershed? No. The improvements to the shoreline will reduce the chance of future erosion on the project site.

6. Is the project tributary to an already impaired water body, as listed on the Clean Water Action Section 303(d) list? If so will it result in an increase in any pollutant for which the water body is already impaired? Project is tributary to the Lower San Francisco Bay. Project will be reducing the amount of impervious areas and treating stormwater runoff from all proposed impervious areas, so increased discharge of pollutants is not expected.

7. Would the proposed project have a potential significant environmental impact on surface water quality, to marine, fresh, or wetland waters? No. Surface water quality will not be impacted compared to existing conditions since all stormwater runoff will be treated prior to discharging from site, as required by C.3 regulations.

8. Would the proposed project have a potentially significant adverse impact on ground water quality? No.

9. Will the proposed project cause or contribute to an exceedance of applicable surface or groundwater receiving water quality objectives or degradation of beneficial uses? No. Surface water and ground water will be managed and properly treated per the project SWPPP.

10. Will the project impact aquatic, wetland, or riparian habitat? Two pedestrian/bike bridges and one boardwalk will cross over aquatic, wetland and/or riparian habitats, but will be designed to span across all protected habitats without touching down within them. The project will obtain all necessary regulatory permits.

Sewer: Expected daily sewer discharge 177,000 gallons per day

Source of wastewater discharge on site (i.e. restrooms, restaurants, laboratory, material processing, etc.) Office/Life Science Buildings. Wastewater will be generated by restrooms and laboratories, and potentially tenant kitchens and cafeterias, and the proposed 5,000 sf of cafe/restaurant uses.

General:

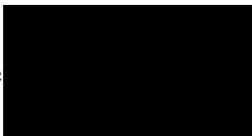
Are the following items applicable to the project or its effects? Provide attachment to explain nature of all items checked 'yes'. [Please refer to following page for explanation of all 'YES' responses below.](#)

Change in existing features of any bays, tidelands, beaches, or hills, or substantial alteration of ground contours.	YES	
Change in scenic views or vistas from existing residential areas or public lands or roads.	YES	_____
Change in pattern, scale or character of general area of project.	YES	_____
Significant amounts of solid waste or litter.		NO
Change in dust, ash, smoke fumes or odors in vicinity.		NO
Change in bay, lagoon, stream, channel or groundwater quality or quantity, or alteration of existing drainage patterns.	YES	_____
Substantial change in existing noise or vibration levels in the vicinity (during construction and/or during operation).		NO
Site on filled land or on slope of 10 % or more.	YES	_____
Use or disposal of potentially hazardous materials, such as toxic substances, flammable materials or explosives.	YES	_____
Substantial change in demand for municipal services (police, fire water, sewage)		NO
Substantial increase in fossil fuel consumption (oil, natural gas, etc.).		NO
Relationship to a larger project or series of projects.		NO

CERTIFICATION

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date 3/24/2022

Signature  Michael Carp

ENVIRONMENTAL INFORMATION FORM
Appendix

from Page 2:

Site Information

Square Footage of Existing Structures:

<u>Address/Description</u>	<u>SF</u>	<u>Stories</u>	<u>Total SF</u>	<u>Use</u>
1338 & 1340 Bayshore Highway	11,963	1	11,963	Office
1310 Bayshore Highway	9,177	2	18,354	Mixed Restaurant/Office
1300 & 1308 Bayshore Highway	37,307	2	74,614	Mixed Restaurant/Office
1290 Bayshore Highway	9,030	2	18,060	Office
1250 Bayshore Highway	24,791	3	74,373	Hotel
1250 Bayshore Highway	7,322	1	7,322	Restaurant
1288 Bayshore Highway	1,598	1	1,598	Office
1240 Bayshore Highway	8,200	3	24,600	Office

Explanations for 'YES' items from Page 5:

Change in existing features of bays, tidelands, beaches, or substantial alteration of ground contours: YES

The project will alter ground contours, raising parts of the site and new Bay Trail as part of sea level rise and resilience strategies.

Change in scenic views or vistas from existing residential areas or public lands or roads: YES

Refer to sheet AS-151 in the Entitlement set for a view corridor comparison between existing and proposed. The proposed project will increase scenic vistas from Old Bayshore Highway.

Change in pattern, scale or character of general area of project: YES The existing site is characterized by several low-rise buildings and extensive surface parking lots, with minimal landscape area. The proposed project will have fewer, taller buildings (approx. FAR 2.50), creating views in between buildings. Parking will be consolidated in 2 above-grade structures, which will create a significant amount of site area for landscaping and public access. Increasing density for office/life science uses, while simultaneously creating more ground level open space for public use are both consistent with Burlingame policy objectives for the area as described in the General Plan and BFC Zoning Ordinance.

Change in bay, lagoon, stream, channel or groundwater quality or quantity, or alteration of existing drainage patterns: YES

The project will improve existing drainage patterns by reducing impervious surface area compared to existing conditions and will add bioretention areas. Furthermore, the project will comply with SWPPP requirements and C.3 regulations. Overall, the project is designed to not negatively affect water quality.

Site on filled land or on slope of 10 % or more: YES

Refer to preliminary geotechnical reports, which indicate the presence of fill throughout much of the site.

Use or disposal of potentially hazardous materials: YES

As mentioned on Page 2, hazardous materials used during construction and during office and laboratory operation will follow industry guidelines and comply with all applicable regulations.

Additional explanations for 'NO' items from Page 5:

Significant amounts of solid waste or litter: NO

The project will generate waste amounts consistent with other projects of this size and program. The project will follow applicable guidelines and regulations for waste management and reduction.



City of Burlingame Climate Action Plan Consistency Checklist for New Development

The purpose of this Checklist is to ensure that development projects comply with Burlingame’s 2030 Climate Action Plan Update (CAP) and may be eligible for streamlining the greenhouse gas (GHG) analysis for California Environmental Quality Act (CEQA) review.

The Checklist applies to projects 10,000 sq. ft. and larger and/or six units or more. To be considered consistent with Burlingame’s CAP, projects must comply with the land use designations in Burlingame’s General Plan and implement at minimum the required CAP measures listed in the Checklist. Projects may then rely on the City’s CAP and related environmental review for the impact analysis of GHG emissions, as allowable under CEQA.

The Checklist contains measures from the CAP that pertain to new development. Each measure is noted as either required or voluntary. Required measures are mandated by local or state ordinances. The voluntary measures represent goals of the City and projects are encouraged to address them.

Proposed project that require a General Plan amendment or rezoning and/or do not address the required measures may have to prepare a project-specific GHG analysis and identify appropriate mitigation measures.

Burlingame’s Climate Action Plan: <https://www.burlingame.org/departments/sustainability/>

Burlingame’s General Plan: <https://www.burlingame.org/departments/planning/>

Burlingame’s Reach Codes: www.burlingame.org/reachcode

For questions regarding this Checklist or the CAP, please contact Sigalle Michael, Sustainability Coordinator at smichael@burlingame.org

Contact Information

Project Name: [1200-1340 Old Bayshore Highway](#)

Property Address: [1200-1340 Old Bayshore Highway, Burlingame, CA 94010](#)

If a consultant was used to complete this checklist, please provide their contact information:

Consultant Name & Company: [WRNS Studio, Contact: Ben Mickus](#)

Consultant Phone & Email: [415-510-5538](tel:415-510-5538) bmickus@wrnsstudio.com

Project Information

Proposed land use (residential, commercial, industrial, mixed use, or other): [Commercial](#)

Brief project description: [\(3\) Office/Life Science Buildings, 2 structured parking garages, 5+ acres of new public open space](#)

Project size (sq. ft. and/or unit size): [1,460,000 gsf](#)

Is the proposed project seeking a General Plan amendment or rezoning? Yes No

If yes, briefly explain why: _____

Climate Action Plan Measure	Project Compliance
REQUIRED MEASURES	
<p>Green Building Practices and Standards (CAP Measure 11): Support, enforce, and expedite green building practices and standards.</p> <p>Burlingame’s reach codes: www.burlingame.org/reachcode</p>	<p>Required Measure Does the project comply with the City’s green building requirements in the reach codes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Will the project request any exceptions? If so, briefly explain. No exceptions are necessary. See attached clarification summarizing an earlier discussion with the City confirming the project’s consistency with the reach codes.</p>
<p>Alternatively-Powered Residential Water Heaters (CAP Measure 15): Support transition from traditional to solar and electrically powered water heaters.</p> <p>Burlingame’s reach codes: www.burlingame.org/reachcode</p>	<p>Required Measure Does the project include a solar or electrically powered water heater as required in the reach code?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Solar Power (CAP Measure 14): Encourage installation of photovoltaic systems.</p> <p>Burlingame’s reach codes: www.burlingame.org/reachcode</p>	<p>Required Measure Does the project include a photovoltaic system as required by CALGreen and/or the City’s reach code?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Per Reach Code section 110.10.a.4, only nonresidential buildings with fewer than 3 stories need to comply.</p>
<p>Electric Vehicle Infrastructure and Initiatives (CAP Measure 6): Support the electric vehicle (EV) network by incentivizing use of EVs and installations of charging stations.</p> <p>Burlingame’s reach codes: www.burlingame.org/reachcode</p>	<p>Required Measure Does the project comply with the City’s EV charging requirements in the reach code? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>List total number and type of EV chargers to be installed: 353 Level-2 EVCS installed on Day-1 (10% of 3525 parking stalls on the project) . Based on 100% office occupancy.</p>
<p>Zero Waste (CAP Measure 18): Reduce organic and recyclable materials going to the landfill and achieve the City’s diversion goals.</p>	<p>Required Measure Does the project include facilities for collecting recycling and composting?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe any composting and recycling strategies used in the project : Each building will include loading docks with centralized roll-off collection containers for recycling and compost.</p>

<p>Transportation Demand Management (TDM) (CAP Measure 2): The City shall require new multi-unit residential developments of 10 units or more and commercial developments of 10,000 sq. ft. or more to incorporate TDM strategies that reduce trip generation rates below the standard rate published in the latest Institute of Transportation Engineers (ITE) Trip Generation Manual (10th edition), or other reputable source. TDM measures may include but are not limited to: shuttles, carpool, transit incentives, and car and/or bike share programs. Residential projects of 100 units or more and commercial projects of 100,000 sq. ft. or more shall have a designated TDM coordinator and provide a report to city staff annually on the effectiveness of the TDM plan.</p> <ul style="list-style-type: none"> GreenTRIP: http://www.transformca.org/landing-page/greentrip City/County Association of Governments of San Mateo County, http://ccag.ca.gov/programs/transportation-programs/transportation-demand-management/ <p>City of San Francisco TDM Tool, https://sfplanning.org/resource/transportation-demand-management-tdm-tool</p>	<ol style="list-style-type: none"> 1. Will the project have a TDM program that meets the 20% reduction in trip generation rates when compared to standard ITE trip generation rates? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 2. Briefly describe the project’s TDM Plan: The TDM plan will include a range of strategies, which will be further developed in coming months. In addition, we will further refine with future tenants. The plan will include a range of strategies, including carpool ridematching, transit subsidies and passes, and a funded (free to riders) shuttle from the site to Millbrae Caltrain and BART station. The project will partner with Commute.org to ensure the shuttle operates on time intervals of 15 minutes or less during peak commute hours, ensuring convenient and free connectivity to mass transit. With further development of the TDM plan, the project is aiming to exceed the 20% reduction.
<p>Parking Pricing, Parking Requirements, and Creative Parking Approaches (CAP Measure 7): Implement parking reduction strategies including, but not limited to, parking lifts, shared parking, and unbundling of parking costs.</p>	<p>Required Measure Does the project meet the parking requirements in the zoning code or TDM plan as applicable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>Describe any parking reduction strategies used in the project: By including a TDM plan, the project is incorporating the allowable 20% reduction of required parking. Refer to sheet G-002 for parking ratios at each building.</p>
<p>VOLUNTARY MEASURES</p>	
<p>Peninsula Clean Energy ECO100 (CAP Measure 13): Increase enrollment in PCE’s standard option, ECOplus, for 100% GHG free energy; or PCE’s premium option, ECO100 for 100% renewable energy. https://www.peninsulacleanenergy.com/opt-up/</p>	<p>Voluntary Measure Will the project enroll in PCE? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No The project team cannot commit to this at this time, not knowing the future tenant(s) who would be responsible for enrolling and paying.</p> <p>Which PCE option, ECOplus or ECO100?</p>

<p>Complete Streets (CAP Measure 3): Develop a network of complete streets that support pedestrian and bicycle accessibility.</p>	<p><u>Voluntary Measure</u> Does the project include on-site pedestrian, transit, or cycling improvements, such as enclosed bike storage or employee showers?</p> <p>■ Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>What is the project’s walkscore (www.walkscore.com)? Walkscore – 42 Bikescore – 73</p> <p>Describe any pedestrian/bicycle friendly measures used in the project: New segment of the Bay Trail, new pedestrian paths throughout the site, new bike lanes, new pedestrian and bike wayfinding signage, new public bike parking racks, new secure interior bike storage for employees, new showers for employees.</p>
<p>Burlingame Shuttle Service (CAP Measure 8): Increase awareness and use of local shuttles.</p> <p>Burlingame shuttle map: https://www.burlingame.org/departments/sustainability/shuttles.php</p>	<p><u>Voluntary Measure</u> Is the project located near a shuttle station?</p> <p>■ Yes <input type="checkbox"/> No</p> <p>How will shuttle information be distributed to occupants? The tenant companies will help distribute information to the occupants, collaborating with Commute.org.</p>
<p>Water Conservation for New Residential Developments (CAP Measure 17): Implement water conservation elements beyond CALGreen requirements, such as efficient landscaping and Energy Star rated appliances.</p> <p>Water Conservation Resources, https://www.burlingame.org/departments/public_works/water_conservation/index.php</p>	<p><u>Voluntary Measure</u> Does the project use Energy Star® rated dishwashers and clothes washers or go beyond CALGreen?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No ■ NA</p> <p>Describe any water conservation elements in the project: Low-flow plumbing fixtures throughout Project-wide stormwater management program</p>
<p>Construction Best Management Practices (CAP Measure 10): Require projects to implement the Air District’s Best Practices for Construction; and use electrically-powered construction equipment as available and feasible.</p>	<p><u>Voluntary Measure</u> Will the project use any electric off-road construction equipment?</p> <p>■ Yes <input type="checkbox"/> No</p>

If yes, describe what electric construction equipment will be used: [Man lifts and tower cranes will be electric. Gator vehicles will be electric.](#)

Increase the Public Tree Population (CAP Measure 20):
Increase the number of trees in Burlingame.

Voluntary Measure
Will the project be adding new trees? Yes No NA

How many trees will be planted in the public right-of-way (like sidewalks)?
[26 trees in the public right-of-way.](#)
How many trees will be planted on private property?
[236 trees on private property.](#)

TECHNICAL STUDIES / REPORT

- TRAFFIC OPERATIONS ANALYSIS (INCLUDES LOS)

(SEE EIR APPENDIX *TRANS* FOR THE TRAFFIC IMPACT ANALYSIS WITH TRANSPORTATION DEMAND MANAGEMENT (TDM) PLAN)

Memorandum

Date: July 25, 2023
To: Virginia Calkins, DivcoWest
From: Molly Sun & Eric Womeldorff Fehr & Peers
Subject: **1200-1340 Old Bayshore Traffic Operations Analysis**

SF21-1190

Introduction

This memorandum presents a traffic operations analysis associated with the Peninsula Crossing development located at 1200 – 1340 Bayshore Highway in Burlingame, California, herein referred to as the “Project”. The Project would redevelop a 12-acre site that consists of 119,000 square feet of commercial space spread across eight 1- to 3-story buildings. The Project includes 1.42 million square-feet of space for office/research & development. The proposed site plan includes 238,199 square feet building area coverage (FAR 2.71) for three (3) eleven-story buildings, plus two (2) ten-story parking structures each with two levels of below grade parking. The proposed uses include office and/or life sciences.

California Senate Bill 743 stipulates that vehicle level of service (LOS) and similar measures related to auto delay shall not be used as the basis for determining the significance of transportation impacts under the California Environmental Quality Act (CEQA). However, local agencies may continue to use vehicle congestion metrics to inform non-CEQA transportation planning and evaluation. Consequently, this analysis is presented for informational purposes only, and a more detailed description of the Project and its effects on the surrounding transportation network for purposes of CEQA analysis may be found in the Project Transportation Impact Study (TIS) and transportation chapter of the Environmental Impact Report (EIR).

The proposed project site is adjacent to the Broadway / US Highway 101 (US-101) interchange and receives vehicle access from an existing signalized intersection at the US-101 NB on- and off-ramps. Hence, this analysis is intended to evaluate the effects of project traffic on the intersections that control US-101 access at the Broadway interchange and determine what modifications to those intersections, if any, may be required to reduce the possibility of Project trips contributing to off-ramp queues that obstruct the freeway mainline. It is noted, however,



that Caltrans flags that it is the combination of queues that spill back to the freeway and a speed differential greater than 30 mph of the queued ramp and the adjacent travel lane that constitutes a potential hazards concern.

Key Findings of this analysis include:

- The Project scenario includes lane reconfiguration changes on the US-101 northbound and southbound off-ramp approaches and signal timing changes at the four existing signalized study intersections.
- With the proposed intersection changes, vehicle queues are not anticipated to exceed storage capacity at the US-101 northbound or southbound ramps under the 2019 No Project Scenario and 2019 Plus Project Scenario; under the 2040 Cumulative No Project Scenario and the 2040 Cumulative Plus Project Scenario, Vehicle queues are expected to exceed storage capacity at the US-101 northbound and southbound ramps during AM and PM peak hours.
- The intersection modifications are consistent with the list of project types that would generally not lead to a “substantial or measurable” increase in vehicle travel for consistency with the Governor’s Office of Planning and Research (OPR) SB743 Technical Advisory.
- Under the 2040 Cumulative No Project Scenario, all study intersections are anticipated to operate at LOS E or F during AM and PM peak hours, reflecting the high level of growth planned for the Bayfront area. While the Project will exacerbate LOS F conditions at some study intersections, these intersections would deteriorate to LOS F due to other development under the 2040 Cumulative No Project Scenario.



Analysis Approach

The following section describes the methodology for this analysis including the project location, study area, analysis scenarios, travel demand model methodology, and trip generation, distribution, and assignment methodologies, and a summary of relevant City policies.

Project Location

Located in the City of Burlingame's Bayfront planning area, the approximately 12-acre Project site is at the northwestern edge of the US-101/Broadway interchange. The site is bounded by Old Bayshore Highway to the southwest, Airport Boulevard southeast, the San Francisco Bay to the north, and neighboring development to the northwest. Easton Creek separates the site into two subareas which are referred to as the "North Parcel" and "South Parcel" in this memorandum.

Study Area

Traffic operations were analyzed at the five major intersections adjacent to the project site which are shown in at right and listed below:

1. Old Bayshore Highway / US-101 Northbound Ramps / South Parcel Project Driveway
2. Old Bayshore Highway / Airport Boulevard / Broadway
3. Broadway / US-101 Southbound Ramps
4. Broadway / Rollins Road
5. Old Bayshore Highway / North Parcel Project Driveway (Project Scenario Only)



Analysis Scenarios

The effects of the proposed Project to the surrounding transportation system were evaluated during the weekday AM and PM peak hours for the following scenarios: 2019 No Project Scenario, 2019 Plus Project Scenario, 2040 Cumulative No Project Scenario, and 2040 Cumulative Plus Project Scenario. A description of each scenario is provided below.



2019 No Project Scenario

The 2019 No Project Scenario represents the baseline condition against which the Project’s effects are measured. This scenario reflects transportation conditions prior to the COVID-19 pandemic. Due to the atypical travel patterns and transit service levels during the pandemic, historic data were obtained for this analysis.

To establish a representative pre-pandemic condition, this analysis employed two traffic volume data sources for weekday AM and PM peak period intersection volumes. For study intersections one through four, Fehr & Peers sourced intersection volume data collected in 2018 and 2020. Traffic volume data sheets are presented in **Appendix A**.

This approach enables analysis of an observed condition; however, it may be helpful to update it with new traffic counts when reviewing agencies feel that levels of vehicle traffic have stabilized.

2019 Plus Project Scenario

The 2019 Plus Project Scenario considers the addition of Project trips to the conditions analyzed in the 2019 No Project scenario. AM and PM Peak Period intersection volumes for Intersection 5 were obtained from Streetlight Data, a big data vendor that aggregates location-based-services data into travel patterns.

This scenario includes the following intersection changes:

- Install a new traffic signal at Intersection #5, Old Bayshore Highway / North Parcel Project Driveway.
- Retime all signalized intersections. 2019 Plus Project Scenario traffic signal timing plans may be found in **Appendix B**.
- Modify traffic signal equipment at Intersection #1, Old Bayshore Highway / US-101 NB Ramps / South Parcel Project Driveway to allow for an overlap phase between the southbound right turn from Old Bayshore Highway to the US-101 NB on-ramp and the northbound left turn from US-101 NB off-ramp to Old Bayshore Highway.
- Implement lane configuration changes shown in **Table 1**, below.

Table 1: Intersection Lane Configuration Changes

Intersection Approach	Existing No Project	Existing Plus Project
<i>Intersection #1 – Old Bayshore Highway / US-101 NB Ramps / South Parcel Access</i>		
US-101 Northbound Off-Ramp		
<i>Intersection #3 – Broadway / US-101 SB Ramps</i>		
US-101 Southbound Off-Ramp		



2040 Cumulative No Project Scenario

The 2040 Cumulative No Project Scenario includes transportation demand resulting from reasonably foreseeable land use changes (including re-development in the vicinity of the Project site), as identified by the City of Burlingame, conditions associated with funded transportation projects at year 2040 as included in the Burlingame General Plan (“Envision Burlingame”), and commercial projects in the development pipeline for Burlingame’s Bayfront Area.

2040 Cumulative Plus Project Scenario

The 2040 Cumulative Plus Project Scenario represents the addition of Project trips to the Cumulative conditions analyzed under the 2040 Cumulative No Project scenario. The 2040 Cumulative Plus Project Scenario includes the same intersection configuration changes that are included under Existing Plus Project Conditions and are described above.

Analysis Methodology

Trip Generation, Distribution, and Assignment

The amount of traffic added to the roadway system by the Project was estimated using a three-step process: trip generation, trip distribution, and trip assignment. The first step estimates the amount of vehicle traffic that would be generated once the Project would be built and fully occupied. The second step estimates the direction of travel to and from the Project site. The third step assigns Project trips to specific street segments and intersection turning movements. Analysis results are described below.

Trip Generation

Weekday AM and PM peak hour Project vehicle trips were estimated using trip data from the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Ed.* Since the Project may be occupied as either a professional office or research & development use, Fehr & Peers selected ITE Land Use 710: General Office Building to estimate Project travel demand. This approach accounts for the most intense land use (i.e. office use) and consequently the greatest potential travel demand associated with the project. Since the existing land uses are partially occupied, an existing use trip credit based on 2019 volumes collected at two key driveways was applied.

Three trip generation calculation adjustments were applied. First, net, rather than gross square feet was used as the independent variable for the ITE trip generation calculation to account for the Project’s ground floor amenity and lobby spaces which are internally serving and are not anticipated to generate external travel demand. Second, the baseline trip estimate was reduced by 20% for consistency with the City of Burlingame’s transportation demand management (TDM) policy (described in the TIS’s City’s General Plan and Climate Action Plan policy sections). Third, Project trips are not proportionally assigned to the North and South Parcel’s corresponding



building floor area since the parking supply is not evenly distributed. Approximately 15% of the South Parcel’s parking supply is located on the North Parcel which would result in a corresponding amount of vehicle trips accessing the North Parcel that would otherwise access the South Parcel.

The Project’s trip generation estimate is shown in **Table 2**.

Table 2: Trip Generation Estimate

	Daily	AM Peak Hour			PM Peak Hour		
	Trips	In	Out	Total	In	Out	Trips
North Parking Structure (a)							
Project Trips	5,139	641	87	729	117	570	687
TDM Reduction	-1,028	-128	-17	-146	-23	-114	-137
Redistribution from South Parking Structure	780	97	13	110	18	86	103
Existing Uses		-16	-8	-24	-22	-48	-70
Net Trip Subtotal	4,892	594	75	669	89	494	583
South Parking Structure (b)							
Project Trips	6,501	809	110	920	146	713	859
TDM Reduction	-1,300	-162	-22	-184	-29	-143	-172
Redistribution to North Parking Structure	-780	-97	-13	-110	-18	-86	-103
Existing Uses		-22	-27	-49	-34	-33	-67
Net Trip Subtotal	4,421	528	48	576	65	452	517
Total Net Trips (a + b)							
Total Net Trips	9,312	1,122	123	1,246	154	946	1,100

Note: Some figures do not add perfectly due to rounding errors.

Source: Institute of Transportation Engineers, *Trip Generation* 11th Edition. General Office Building (710)

Trip Distribution and Assignment

Fehr & Peers used the City/Council Association of Governments of San Mateo County (C/CAG) bi-county travel demand forecasting model to estimate the Project’s trip distribution. The C/CAG Model is a trip-based regional travel demand model that considers regional land use patterns, approximated highway congestion, and connecting transit service within the nine-county Bay Area region.

The C/CAG model estimates traffic volume across the region’s transportation network based on land use inputs for geographic areas called transportation analysis zones (TAZs). Fehr & Peers modified the Burlingame Bayfront area TAZ to account for the Project’s land use characteristics and recorded the trip distribution results at key gateways which are shown in **Figure 1**. Project



trips were assigned to the roadway network based on the C/CAG trip distribution results, the Project's access locations, and engineering judgement. The Project's trip assignment at the five study intersections is summarized in the analysis section and shown in **Figure 3**.

Volume Adjustment

In January 2023, traffic volume estimates from the C/CAG model were updated to reflect additional expected future development in Burlingame's Bayfront Area under the 2040 Cumulative and Cumulative Plus Project Scenarios.¹

A growth multiplier was developed to determine the change in estimated traffic volumes from the initial C/CAG traffic model estimates. To determine the multiplier, Fehr & Peers evaluated the change in jobs in each Bayfront TAZ relative to existing conditions for the initial 2040 Cumulative No Project and Cumulative Plus Project Scenarios and the revised 2040 Cumulative No Project and Cumulative Plus Project Scenarios that include additional Bayfront development; the multiplier is the percentage change in job growth between the initial cumulative scenarios and the revised cumulative scenarios.

The multiplier was applied to the AM and PM peak hour trip volume estimates, and new trips were distributed and assigned to the roadway network in accordance with the output from the initial C/CAG model run.

¹ At the direction of the City, expected developments at 1499 Old Bayshore Highway and 1699 Old Bayshore Highway were added to the 2040 Cumulative No Project and Cumulative Plus Project Scenarios. The 2040 Cumulative No Project and Cumulative Plus Project Scenarios already included expected development at 567 Airport Boulevard, 410 Airport Boulevard, and 777 Airport Boulevard.



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Trip Distribution

- Project Site
- AM (PM) Inbound
- AM (PM) Outbound

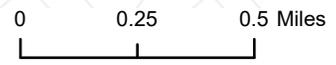


Figure 1
Vehicle Trip Distribution
 1200-1340 Old Bayshore Highway



Level of Service Methodology

Study intersection level of service (LOS) was analyzed using the Highway Capacity Manual (HCM) 6th Edition methodology via SimTraffic software. SimTraffic is a microsimulation software that analyzes traffic by simulating the interactions between individual vehicles at intersections along a corridor. In addition to vehicular LOS, SimTraffic can estimate vehicle queuing, travel times, and demand served.

SimTraffic software was used to evaluate the study intersections more effectively than isolated intersection analysis since they are closely spaced and include complicated coordination plans making them interdependent. While LOS in the Bayfront Area has historically been analyzed using Synchro software to evaluate isolated intersection operations, increasing amounts of vehicle traffic in the area calls for new, less deterministic method. SimTraffic provides a more complete perspective on vehicle operations across a corridor.

The HCM 6th Edition LOS methodology bases signalized intersection operations on the average control delay experienced by motorists traveling through it. Control delay incorporates delay associated with deceleration, acceleration, stopping, and moving up in the queue. This method uses various intersection characteristics (such as traffic volumes, lane geometry, and signal phasing) to estimate the average control delay. **Table 3** summarizes the relationship between average delay per vehicle and LOS for signalized intersections according to the HCM 6th Edition.

Table 3: Signalized Intersection LOS Criteria

LOS	Description	Average Delay Per Vehicle (Seconds)
A	Operations with very low delay occurring with favorable progression and/or short cycle length.	≤ 10
B	Operations with low delay occurring with good progression and/or short cycle lengths.	> 10 and ≤ 20
C	Operations with average delays resulting from fair progression and/or longer cycle lengths. Individual cycle failures begin to appear.	> 20 and ≤ 35
D	Operations with longer delays due to a combination of unfavorable progression, long cycle lengths, or high volume-to-capacity (V/C) ratios. Many vehicles stop and individual cycle failures are noticeable.	> 35 and ≤ 55
E	Operations with high delay values indicating poor progression, long cycle lengths, and high V/C ratios. Individual cycle failures are frequent occurrences.	> 55 and ≤ 80
F	Operation with very high delay values to most drivers occurring due to over saturation poor progression, or very long cycle lengths.	> 80

Source: Transportation Research Board, 2016. Highway Capacity Manual 6th Edition



Analysis Results

Access & Circulation

Existing Site Conditions

Existing land uses and site improvements are a mixture of low density commercial/office, hospitality, and restaurant/retail which are surrounded by surface parking facilities. Many of the office uses are vacant or partially occupied. Development across the North and South Parcels appears to have occurred incrementally over time with limited cross-site internal connectivity. Consequently, vehicle access is provided by ten driveways along the Old Bayshore Highway. Access to one of the ten driveways is controlled by the traffic signal at the Old Bayshore Highway / US-101 intersection and movements in all directions are permitted at this intersection. The remaining nine driveways are uncontrolled. Existing site access points and intersection traffic volumes are shown in **Figure 2**.

Proposed Site Conditions

The Project would demolish all existing land uses and site improvements and construct approximately 1.42 million gross square feet of office/research and development uses, 3,425 off-street parking stalls, and associated site improvements. Approximately 600,000 square feet of space would be located on the North Parcel and the remaining approximate 800,000 square feet would be located on the South Parcel. North Parcel access would be provided with one driveway and controlled by a new traffic signal which would permit access in all directions. South Parcel access would be provided with two driveways. The first would be at the existing Old Bayshore Highway / US-101 Northbound Ramps intersection and the second roughly mid-block between Airport Boulevard and the US-101 Northbound ramps. Proposed site access and intersection volumes are shown in **Figure 3**. The US-101 Northbound Ramps / Old Bayshore Highway conceptual intersection design concept is shown in **Figure 4** which features channelization to discourage wrong-way entry to the US-101 freeway.

Vehicle Operations

Vehicle Queues

The AM peak hour 95th percentile vehicle queue length results for the US-101 off-ramps are shown in **Table 4** and LOS and delay results in **Table 5**. Under the 2019 No Project Scenario, 2040 Cumulative No Project Scenario, and 2040 Cumulative Plus Project Scenario the 95th percentile queues were found to exceed storage capacity on the US-101 southbound off-ramp. The 95th percentile queue length also exceeds the storage capacity for the US-101 northbound off-ramps under 2040 Cumulative No Project and Cumulative Plus Project Scenarios.



The analysis considers measures that would be taken to improve traffic operations and manage queue lengths. These measures are described in the Analysis approach section and include intersection lane configuration and traffic signal timing and coordination modifications. Detailed timing plans may be found in **Appendix B**.

LOS Results

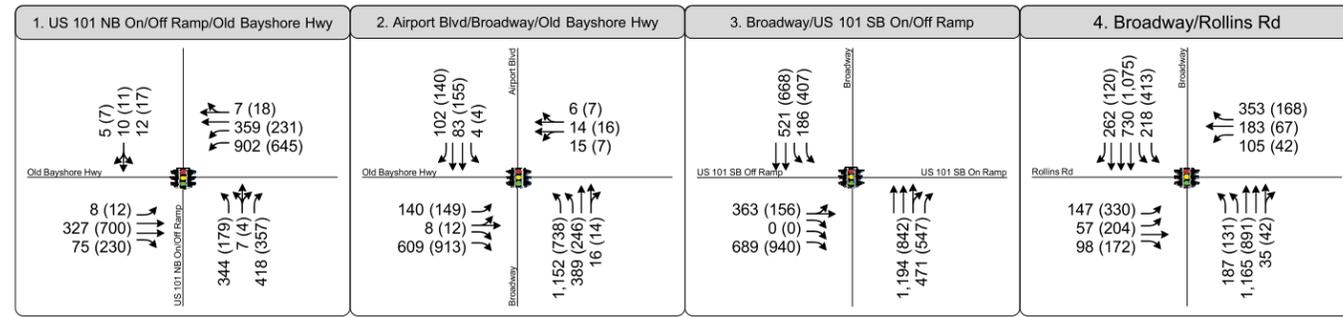
While intersection delays at some study intersections including US-101 NB Ramps/Old Bayshore Highway and Broadway/Rollins Road were noticeable under the 2019 Plus Project Scenario during the AM and PM Peak hour, delays are expected to worsen as the Bayfront is developed. As shown in **Table 5**, all study intersections operated at LOS F conditions during the AM and PM peak hour under the 2040 Cumulative No Project Scenario.

Under the 2040 Cumulative Plus Project Scenario all intersections operate at LOS E or F Conditions during the AM and PM Peak hour. LOS during the AM Peak Hour improves from LOS F to LOS E at intersection 4, reflecting the intersection modifications that would be made as part of the Project (described above under Analysis Approach) that are expected to improve peak hour LOS at some study intersections.

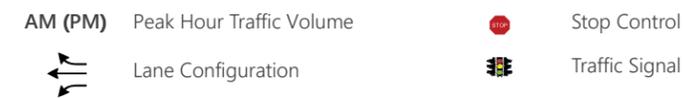
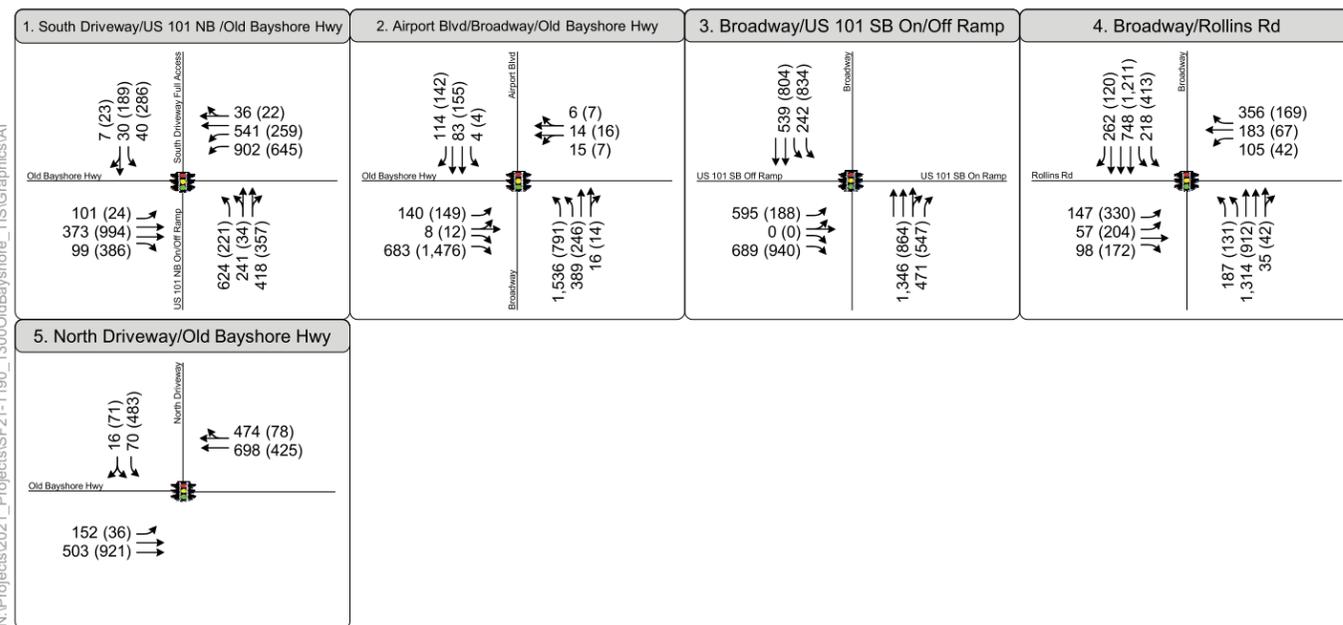
While the Project is expected to add additional vehicle traffic to the roadway network, the degradation in intersection level of service is expected to result from cumulative development conditions in the Bayfront Area, regardless of the Project.

INTERSECTION VOLUME & LANE CONFIGURATION

2019 No Project Scenario



2019 Plus Project Scenario



SITE PLAN - VEHICLE ACCESS & CIRCULATION



→ Driveway Ingress/Egress Access Points

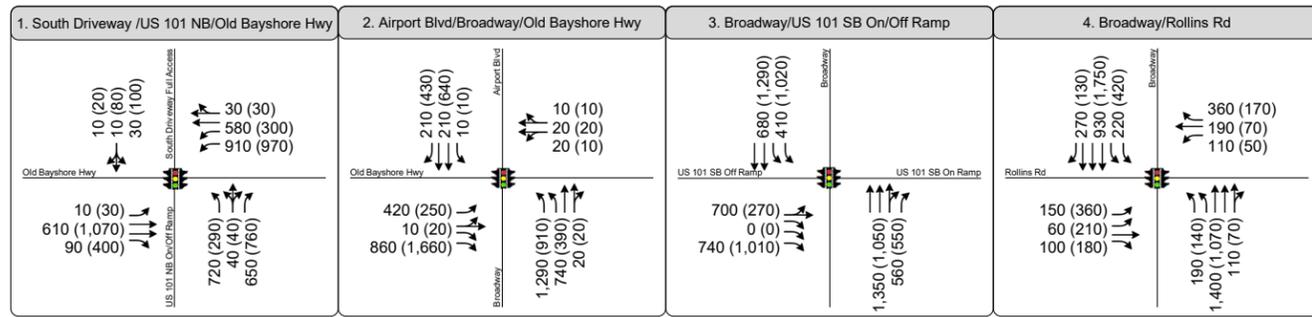
Figure 2
Existing Conditions
Site Access + AM/PM Peak Hour Volumes
1200-1340 Old Bayshore Highway



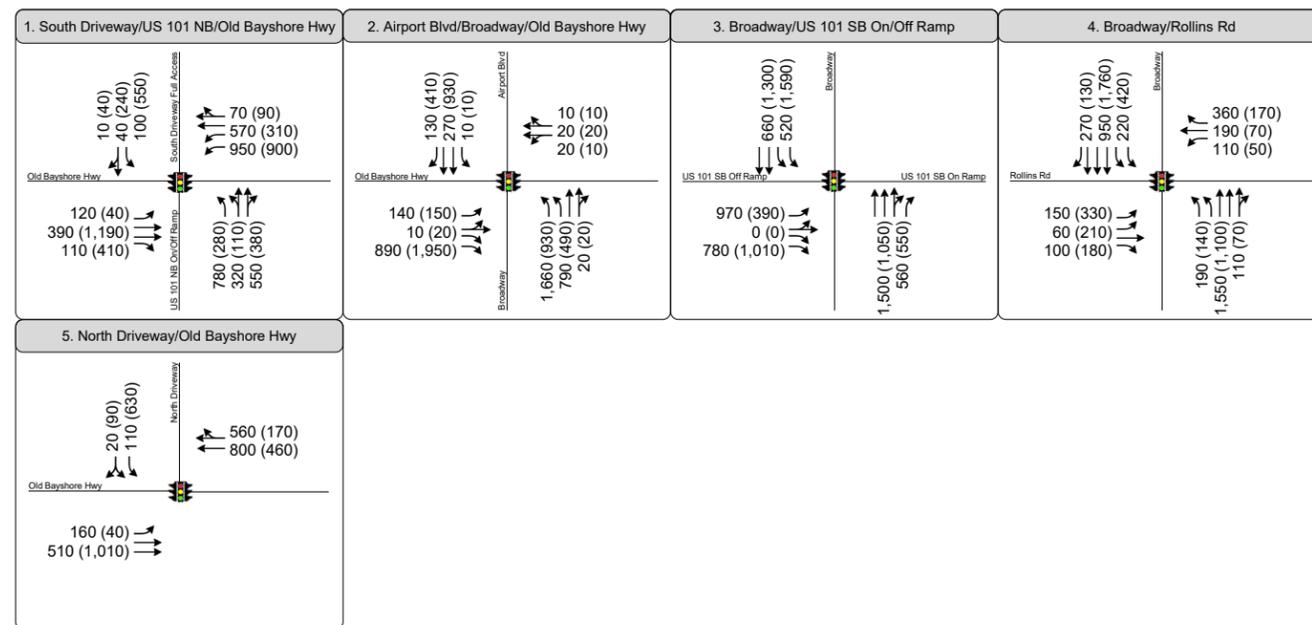
Right-of-way boundaries are diagrammatic only. Detailed surveying and engineering design required.

INTERSECTION VOLUME & LANE CONFIGURATION

2040 Cumulative No Project Scenario



2040 Cumulative Plus Project Scenario



AM (PM) Peak Hour Traffic Volume

↑↑ Lane Configuration

⊙ Stop Control

ⓧ Traffic Signal

SITE PLAN - VEHICLE ACCESS & CIRCULATION

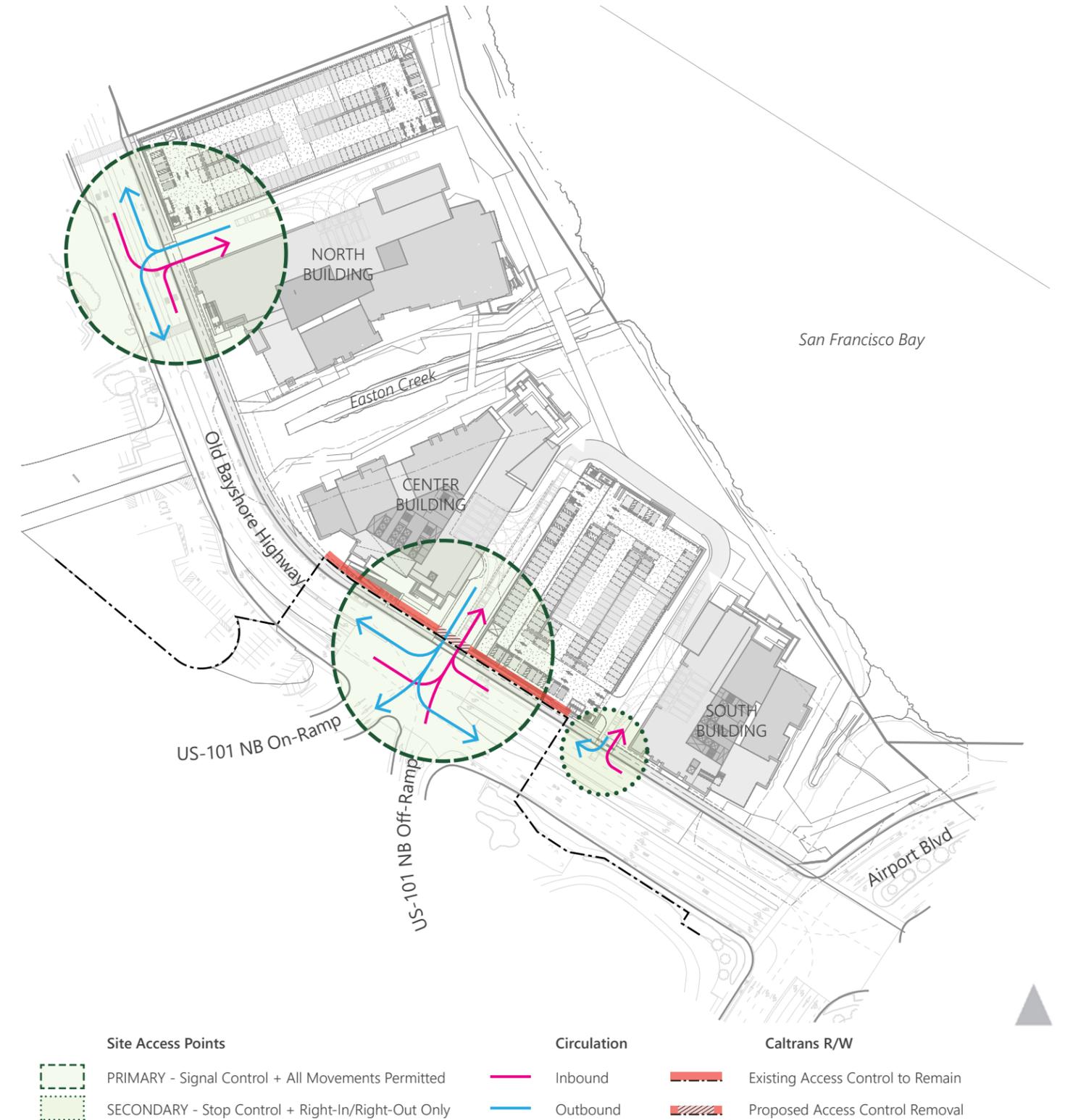
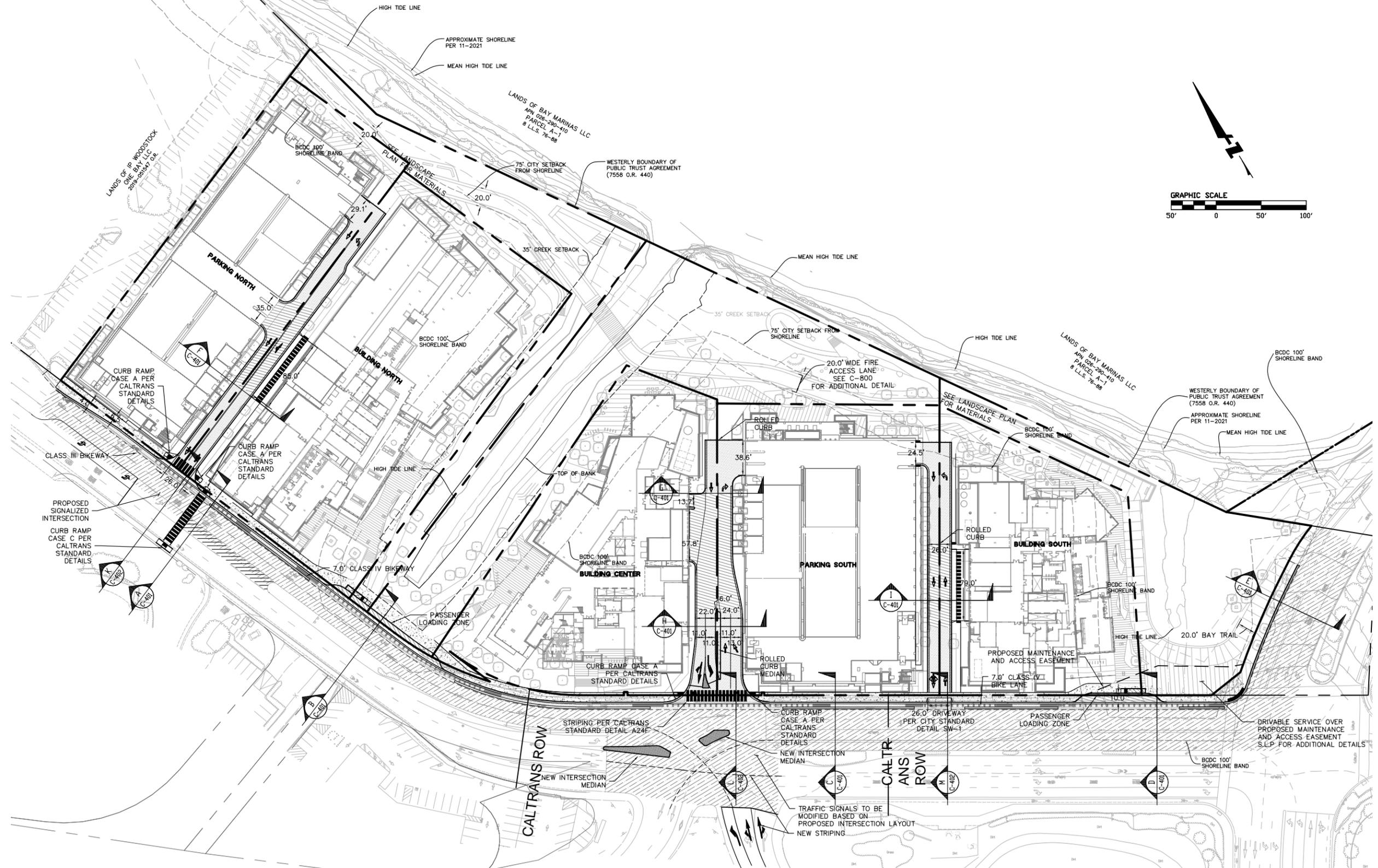


Figure 3

Project Conditions
Site Access + AM/PM Peak Hour Volumes
1300 Old Bayshore Road



Right-of-way boundaries are diagrammatic only. Detailed surveying and engineering design required.



LEGEND

[Symbol]	AC PAVING
[Symbol]	VEHICULAR CONCRETE PAVING
[Symbol]	CONCRETE PAVING
[Symbol]	MEDIAN CONCRETE
[Symbol]	GRIND AND OVERLAY
[Symbol]	ONSITE FIRE ACCESS LANE, SEE C-800 FOR ADDITIONAL DETAILS, SEE LANDSCAPE PLAN FOR MATERIALS
[Symbol]	SAWCUT LINE

- NOTES:**
- PROJECT TRAFFIC VOLUME MEETS THE CALTRANS PEAK-HOUR SIGNAL WARRANT. ADDITIONAL OFFSITE INTERSECTION LANE CONFIGURATION CHANGES ARE PROPOSED AT THE BROADWAY AND US-101 SOUTHBOUND RAMP.
 - FIRE ACCESS TURNAROUND IS PART OF THE FIRE ACCESS ROAD. ALL FIRE ACCESS ROADS AND TURNAROUNDS SHALL BE CAPABLE OF SUPPORTING 65,000 LBS AND CONSTRUCTED WITH NON-PERVIOUS SURFACE MATERIALS

Figure 4
 Old Bayshore Highway / US-101 Northbound Ramps
 Preliminary Intersection Design Concept
 1300 Old Bayshore Highway



Table 4: 95th Percentile Vehicle Queues

	Storage Distance (feet)	2019 No Project Queue Length	2019 Plus Project Queue Length	2040 Cumulative No Project Queue Length	2040 Cumulative Plus Project Queue Length
US-101 Northbound Off-Ramp at Old Bayshore Highway (A.M. Peak)					
	1600	550	425	1,930	1,920
US-101 Southbound Off-Ramp at Broadway (A.M. Peak)					
	850	950	725	900	950

Notes: Queues shown in linear feet. **Bold** indicates conditions where queue length exceeds intersection movement capacity. Storage distance and queues in feet per lane. Source: Fehr & Peers, 2022.

Intersection LOS results are presented to provide an overview of how vehicle operations change at the five study intersections with the introduction of project traffic. However, these results are informational only since LOS and other vehicle delay metrics may not be considered as part of the environmental review process under the California Environmental Quality Act (CEQA). Detailed SimTraffic LOS and delay reports are provided in **Appendix C**.

Table 5: LOS Results

	Intersection	Jurisdiction	Peak Hour	2019 No Project		2019 Plus Project		2040 Cumulative No Project		2040 Cumulative Plus Project	
				Average Delay	LOS	Average Delay	LOS	Average Delay	LOS	Average Delay	LOS
1	US-101 NB Ramps / Old Bayshore Highway	Caltrans	AM	41	D	38	D	>80	F	>80	F
			PM	53	D	66	E	>80	F	>80	F
2	Old Bayshore Highway / Airport Boulevard	Caltrans	AM	36	D	28	C	>80	F	>80	F
			PM	28	C	34	C	>80	F	>80	F
3	US-101 SB Ramps / Broadway	Caltrans	AM	52	D	44	D	>80	F	>80	F
			PM	25	C	43	D	>80	F	>80	F
4	Broadway / Rollins Road	City of Burlingame	AM	53	D	63	E	>80	F	>78	E
			PM	41	D	46	D	>80	F	>80	F
5	North Parcel Project Access / Old Bayshore Highway	City of Burlingame	AM	<i>Project Scenario Only</i>		18	B	<i>Project Scenario Only</i>		>80	F
			PM			33	C			>80	F

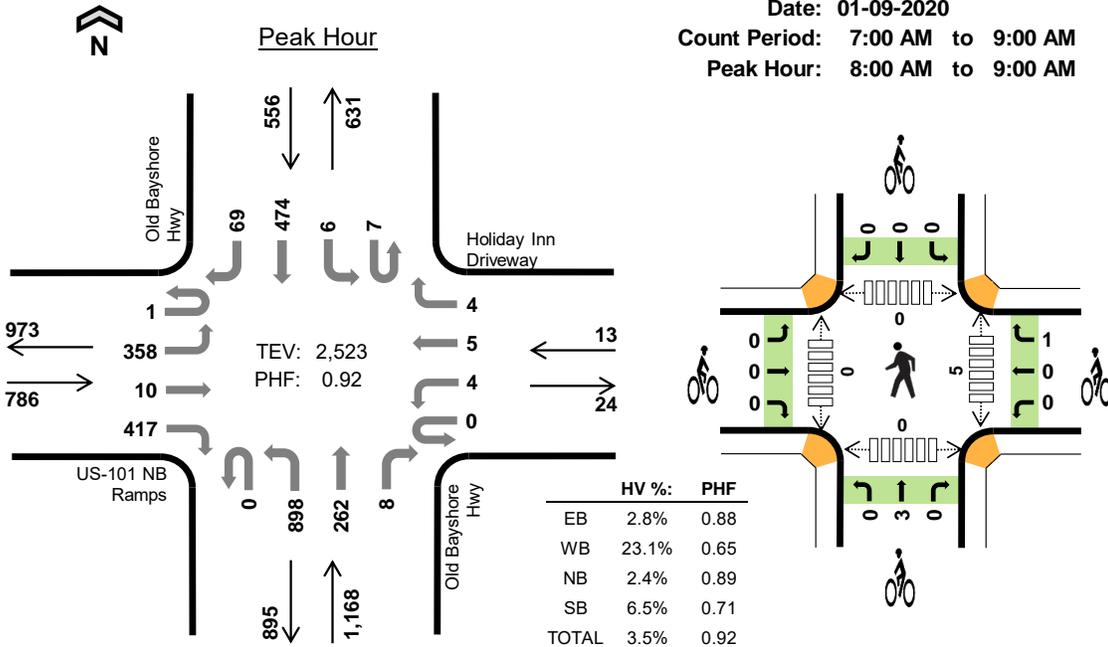
Notes: Results are based on HCM 2000 and HCM 6 methodology using SimTraffic software. **Bold** indicates LOS E or F condition. Source: Fehr & Peers, 2022

Appendix A – Traffic Volume Data

Old Bayshore Hwy US-101 NB Ramps



Date: 01-09-2020
Count Period: 7:00 AM to 9:00 AM
Peak Hour: 8:00 AM to 9:00 AM



Two-Hour Count Summaries

Interval Start	US-101 NB Ramps				Holiday Inn Driveway				Old Bayshore Hwy				Old Bayshore Hwy				15-min Total	Rolling One Hour	
	Eastbound		Westbound		Northbound		Southbound		UT	LT	TH	RT	UT	LT	TH	RT			
7:00 AM	0	46	4	106	0	3	2	2	0	174	28	1	0	1	36	7	410	0	
7:15 AM	1	51	0	99	0	2	2	1	1	199	38	1	1	0	37	15	448	0	
7:30 AM	0	52	1	107	0	1	1	1	0	224	34	0	0	1	54	18	494	0	
7:45 AM	1	49	0	110	0	1	0	3	1	213	47	1	0	2	87	18	533	1,885	
8:00 AM	0	115	1	108	0	1	1	1	0	242	48	2	2	1	128	20	670	2,145	
8:15 AM	0	73	3	128	0	1	3	1	0	202	73	3	3	1	179	14	684	2,381	
8:30 AM	0	82	4	79	0	1	1	1	0	242	83	2	1	2	93	15	606	2,493	
8:45 AM	1	88	2	102	0	1	0	1	0	212	58	1	1	2	74	20	563	2,523	
Count Total	3	556	15	839	0	11	10	11	2	1,708	409	11	8	10	688	127	4,408	0	
Peak Hour	All	1	358	10	417	0	4	5	4	0	898	262	8	7	6	474	69	2,523	0
	HV	0	9	0	13	0	1	2	0	0	15	11	2	0	3	24	9	89	0
	HV%	0%	3%	0%	3%	-	25%	40%	0%	-	2%	4%	25%	0%	50%	5%	13%	4%	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
7:00 AM	7	1	5	3	16	0	0	0	2	2	7	0	0	0	7
7:15 AM	4	0	3	9	16	0	0	2	0	2	4	0	0	0	4
7:30 AM	2	1	6	7	16	0	0	1	0	1	6	0	0	0	6
7:45 AM	4	0	2	7	13	0	0	0	7	7	4	0	0	0	4
8:00 AM	4	0	6	9	19	0	0	0	0	0	1	0	0	0	1
8:15 AM	8	1	8	6	23	0	0	0	0	0	2	0	0	0	2
8:30 AM	5	1	7	16	29	0	0	2	0	2	1	0	0	0	1
8:45 AM	5	1	7	5	18	0	1	1	0	2	1	0	0	0	1
Count Total	39	5	44	62	150	0	1	6	9	16	26	0	0	0	26
Peak Hour	22	3	28	36	89	0	1	3	0	4	5	0	0	0	5

Two-Hour Count Summaries - Heavy Vehicles																		
Interval Start	US-101 NB Ramps				Holiday Inn Driveway				Old Bayshore Hwy				Old Bayshore Hwy				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM	0	3	0	4	0	0	1	0	0	4	1	0	0	1	1	1	16	0
7:15 AM	0	2	0	2	0	0	0	0	0	3	0	0	0	0	6	3	16	0
7:30 AM	0	0	0	2	0	0	1	0	0	2	4	0	0	1	4	2	16	0
7:45 AM	0	1	0	3	0	0	0	0	0	1	1	0	0	0	5	2	13	61
8:00 AM	0	1	0	3	0	0	0	0	0	4	2	0	0	1	6	2	19	64
8:15 AM	0	3	0	5	0	0	1	0	0	4	3	1	0	0	5	1	23	71
8:30 AM	0	2	0	3	0	0	1	0	0	4	3	0	0	1	11	4	29	84
8:45 AM	0	3	0	2	0	1	0	0	0	3	3	1	0	1	2	2	18	89
Count Total	0	15	0	24	0	1	4	0	0	25	17	2	0	5	40	17	150	0
Peak Hour	0	9	0	13	0	1	2	0	0	15	11	2	0	3	24	9	89	0
Two-Hour Count Summaries - Bikes																		
Interval Start	US-101 NB Ramps			Holiday Inn Driveway			Old Bayshore Hwy			Old Bayshore Hwy			15-min Total	Rolling One Hour				
	Eastbound			Westbound			Northbound			Southbound								
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT						
7:00 AM	0	0	0	0	0	0	0	0	0	0	2	0	2	0				
7:15 AM	0	0	0	0	0	0	0	0	2	0	0	0	2	0				
7:30 AM	0	0	0	0	0	0	0	0	1	0	0	0	1	0				
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	7	7	12				
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	10				
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	8				
8:30 AM	0	0	0	0	0	0	0	0	2	0	0	0	2	9				
8:45 AM	0	0	0	0	0	0	1	0	1	0	0	0	2	4				
Count Total	0	0	0	0	0	0	1	0	6	0	0	9	16	0				
Peak Hour	0	0	0	0	0	0	1	0	3	0	0	0	4	0				
<i>Note: U-Turn volumes for bikes are included in Left-Turn, if any.</i>																		

Two-Hour Count Summaries - Heavy Vehicles																		
Interval Start	US-101 NB Ramps				Holiday Inn Driveway				Old Bayshore Hwy				Old Bayshore Hwy				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	1	0	2	0	0	1	0	0	3	2	0	0	1	0	1	11	0
4:15 PM	0	1	0	2	0	0	0	0	0	1	1	0	0	0	0	1	6	0
4:30 PM	0	0	0	4	0	0	1	0	0	3	4	0	0	1	2	1	16	0
4:45 PM	0	0	0	3	0	0	0	0	0	0	1	0	0	0	5	0	9	42
5:00 PM	0	3	0	0	0	0	1	0	0	3	2	0	0	1	4	1	15	46
5:15 PM	0	1	0	2	0	0	0	0	0	5	1	0	0	0	0	2	11	51
5:30 PM	2	1	0	1	0	0	1	0	0	2	2	0	0	1	4	1	15	50
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	4	45
Count Total	2	7	0	14	0	0	4	0	0	17	13	0	0	4	17	9	87	0
Peak Hour	0	4	0	9	0	0	2	0	0	11	8	0	0	2	11	4	51	0
Two-Hour Count Summaries - Bikes																		
Interval Start	US-101 NB Ramps			Holiday Inn Driveway			Old Bayshore Hwy			Old Bayshore Hwy			15-min Total	Rolling One Hour				
	Eastbound			Westbound			Northbound			Southbound								
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT						
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	1	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	1	2
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	3	3	4
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	2	6
5:45 PM	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	1	6
Count Total	0	0	0	0	0	0	0	0	0	1	0	0	0	7	0	8	8	0
Peak Hour	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	4	4	0
<i>Note: U-Turn volumes for bikes are included in Left-Turn, if any.</i>																		

Traffic Data Service

San Jose, CA
(408) 622-4787
tdsbay@cs.com

File Name : 1AM FINAL
Site Code : 00000001
Start Date : 5/30/2018
Page No : 1

Groups Printed- Lights - Buses - Trucks

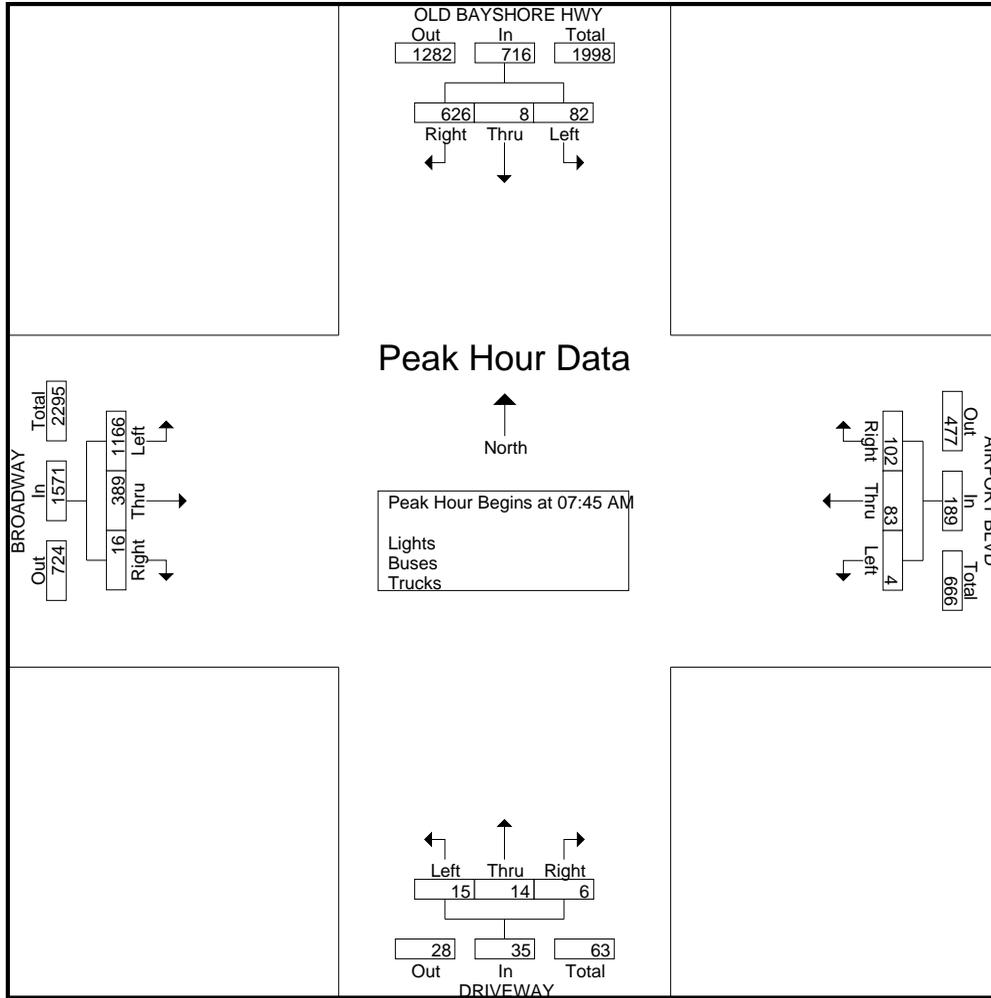
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	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
07:00 AM	139	6	5	0	150	15	11	0	2	28	2	3	5	3	13	5	45	196	0	246	437
07:15 AM	137	2	10	3	152	15	11	2	0	28	3	5	4	1	13	5	57	269	0	331	524
07:30 AM	167	2	9	1	179	26	15	1	2	44	4	4	0	1	9	5	65	266	0	336	568
07:45 AM	170	2	17	3	192	22	29	3	1	55	1	4	4	1	10	8	78	302	0	388	645
Total	613	12	41	7	673	78	66	6	5	155	10	16	13	6	45	23	245	1033	0	1301	2174
08:00 AM	161	4	15	1	181	28	15	0	0	43	2	4	1	0	7	4	93	293	0	390	621
08:15 AM	147	1	21	0	169	33	22	0	2	57	2	1	5	0	8	2	91	289	0	382	616
08:30 AM	148	1	29	4	182	19	17	1	0	37	1	5	5	0	11	2	127	282	0	411	641
08:45 AM	158	4	10	1	173	24	17	1	0	42	3	2	2	0	7	2	100	253	0	355	577
Total	614	10	75	6	705	104	71	2	2	179	8	12	13	0	33	10	411	1117	0	1538	2455
Grand Total	1227	22	116	13	1378	182	137	8	7	334	18	28	26	6	78	33	656	2150	0	2839	4629
Apprch %	89	1.6	8.4	0.9		54.5	41	2.4	2.1		23.1	35.9	33.3	7.7		1.2	23.1	75.7	0		
Total %	26.5	0.5	2.5	0.3	29.8	3.9	3	0.2	0.2	7.2	0.4	0.6	0.6	0.1	1.7	0.7	14.2	46.4	0	61.3	
Lights	1151	19	104	13	1287	167	122	7	7	303	9	28	26	6	69	25	608	2099	0	2732	4391
% Lights	93.8	86.4	89.7	100	93.4	91.8	89.1	87.5	100	90.7	50	100	100	100	88.5	75.8	92.7	97.6	0	96.2	94.9
Buses	16	0	7	0	23	5	3	1	0	9	5	0	0	0	5	5	23	11	0	39	76
% Buses	1.3	0	6	0	1.7	2.7	2.2	12.5	0	2.7	27.8	0	0	0	6.4	15.2	3.5	0.5	0	1.4	1.6
Trucks	60	3	5	0	68	10	12	0	0	22	4	0	0	0	4	3	25	40	0	68	162
% Trucks	4.9	13.6	4.3	0	4.9	5.5	8.8	0	0	6.6	22.2	0	0	0	5.1	9.1	3.8	1.9	0	2.4	3.5

Start Time	OLD BAYSHORE HWY Southbound				AIRPORT BLVD Westbound				DRIVEWAY Northbound				BROADWAY Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	170	2	17	189	22	29	3	54	1	4	4	9	8	78	302	388	640
08:00 AM	161	4	15	180	28	15	0	43	2	4	1	7	4	93	293	390	620
08:15 AM	147	1	21	169	33	22	0	55	2	1	5	8	2	91	289	382	614
08:30 AM	148	1	29	178	19	17	1	37	1	5	5	11	2	127	282	411	637
Total Volume	626	8	82	716	102	83	4	189	6	14	15	35	16	389	1166	1571	2511
% App. Total	87.4	1.1	11.5		54	43.9	2.1		17.1	40	42.9		1	24.8	74.2		
PHF	.921	.500	.707	.947	.773	.716	.333	.859	.750	.700	.750	.795	.500	.766	.965	.956	.981

Traffic Data Service

San Jose, CA
 (408) 622-4787
 tdsbay@cs.com

File Name : 1AM FINAL
 Site Code : 00000001
 Start Date : 5/30/2018
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Traffic Data Service

San Jose, CA
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File Name : 1AM FINAL
 Site Code : 00000001
 Start Date : 5/30/2018
 Page No : 1

Groups Printed- Bikes

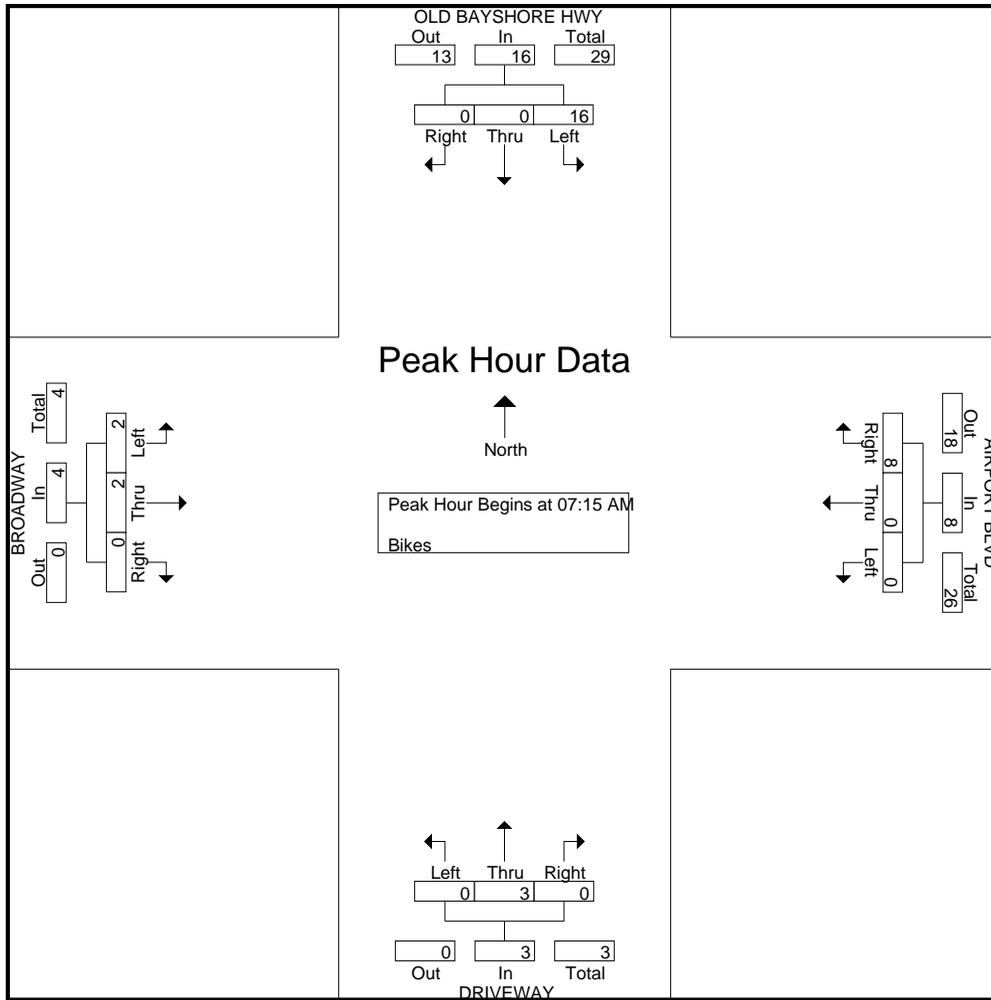
Start Time	OLD BAYSHORE HWY Southbound					AIRPORT BLVD Westbound					DRIVEWAY Northbound					BROADWAY Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
07:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 AM	0	0	5	0	5	3	0	0	0	3	0	1	0	0	1	0	0	0	0	0	0
07:30 AM	0	0	7	0	7	3	0	0	0	3	0	2	0	0	2	0	1	0	0	1	13
07:45 AM	0	0	3	0	3	1	0	0	0	1	0	0	0	0	0	0	0	1	0	1	5
Total	0	0	15	0	15	7	0	0	0	7	0	3	0	0	3	0	1	1	0	2	27
08:00 AM	0	0	1	0	1	1	0	0	0	1	0	0	0	0	0	0	1	1	0	2	4
08:15 AM	0	0	0	0	0	2	1	0	0	3	0	0	0	0	0	0	1	1	0	2	5
08:30 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	3
08:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1
Total	0	0	2	0	2	3	1	0	0	4	0	0	0	0	0	0	3	4	0	7	13
Grand Total	0	0	17	0	17	10	1	0	0	11	0	3	0	0	3	0	4	5	0	9	40
Apprch %	0	0	100	0		90.9	9.1	0	0		0	100	0	0		0	44.4	55.6	0		
Total %	0	0	42.5	0	42.5	25	2.5	0	0	27.5	0	7.5	0	0	7.5	0	10	12.5	0	22.5	

Start Time	OLD BAYSHORE HWY Southbound					AIRPORT BLVD Westbound					DRIVEWAY Northbound					BROADWAY Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	0	5	0	5	3	0	0	0	3	0	1	0	0	1	0	0	0	0	0	9
07:30 AM	0	0	7	0	7	3	0	0	0	3	0	2	0	0	2	0	1	0	0	1	13
07:45 AM	0	0	3	0	3	1	0	0	0	1	0	0	0	0	0	0	0	1	0	1	5
08:00 AM	0	0	1	0	1	1	0	0	0	1	0	0	0	0	0	0	1	1	0	2	4
Total Volume	0	0	16	0	16	8	0	0	0	8	0	3	0	0	3	0	2	2	0	4	31
% App. Total	0	0	100	0		100	0	0	0		0	100	0	0		0	50	50	0		
PHF	.000	.000	.571	0	.571	.667	.000	.000	0	.667	.000	.375	.000	0	.375	.000	.500	.500	0	.500	.596

Traffic Data Service

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File Name : 1AM FINAL
 Site Code : 00000001
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Traffic Data Service

San Jose, CA
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File Name : 1PM FINAL
 Site Code : 00000001
 Start Date : 5/30/2018
 Page No : 1

Groups Printed- Lights - Buses - Trucks

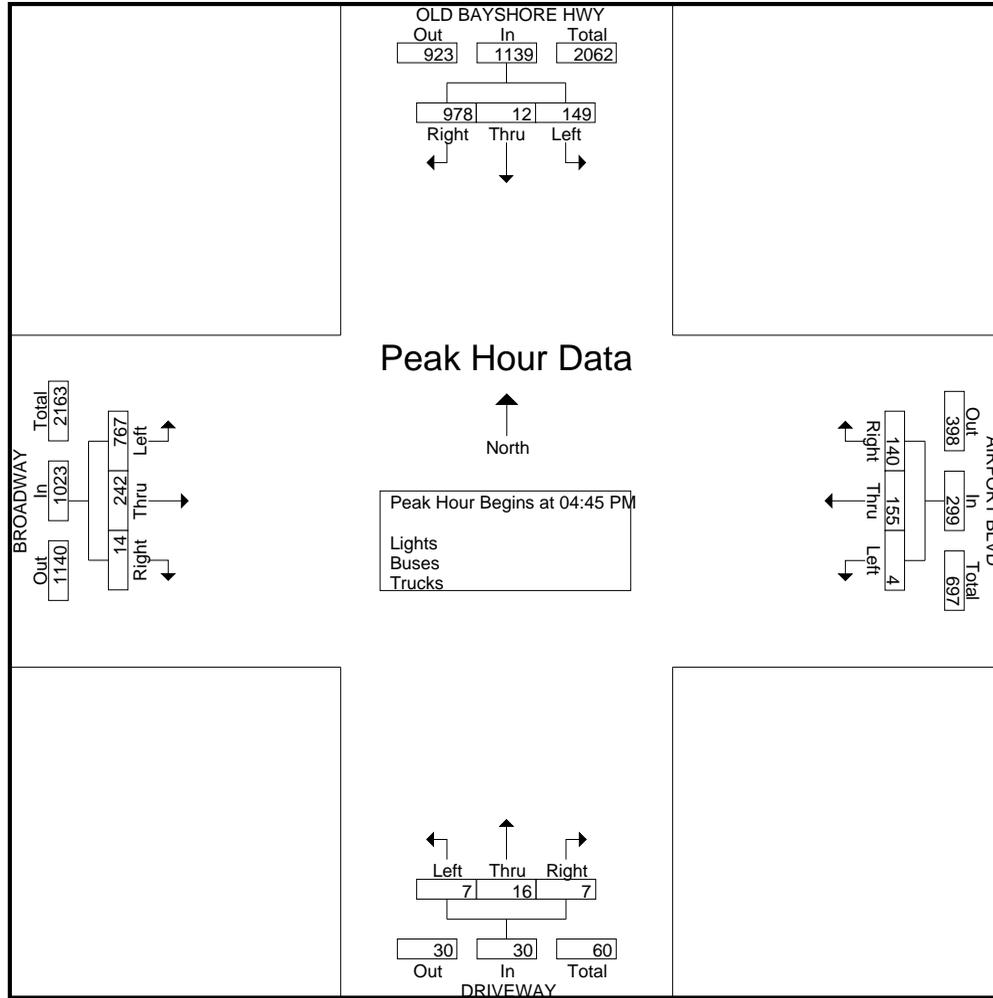
Start Time	OLD BAYSHORE HWY Southbound					AIRPORT BLVD Westbound					DRIVEWAY Northbound					BROADWAY Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
04:00 PM	205	0	33	3	241	20	37	1	2	60	2	4	4	4	14	3	53	174	0	230	545
04:15 PM	206	1	29	0	236	28	34	0	0	62	1	4	2	2	9	5	53	211	0	269	576
04:30 PM	248	0	29	2	279	28	31	1	2	62	3	3	6	0	12	6	58	176	0	240	593
04:45 PM	207	2	32	3	244	30	47	1	2	80	2	5	3	2	12	3	74	205	0	282	618
Total	866	3	123	8	1000	106	149	3	6	264	8	16	15	8	47	17	238	766	0	1021	2332
05:00 PM	271	2	48	1	322	42	39	1	2	84	2	2	0	0	4	5	64	218	0	287	697
05:15 PM	233	5	34	8	280	31	30	0	7	68	1	4	2	1	8	3	58	190	0	251	607
05:30 PM	267	3	35	1	306	37	39	2	2	80	2	5	2	1	10	3	46	154	0	203	599
05:45 PM	255	4	45	3	307	30	33	0	0	63	0	2	5	0	7	3	56	178	0	237	614
Total	1026	14	162	13	1215	140	141	3	11	295	5	13	9	2	29	14	224	740	0	978	2517
Grand Total	1892	17	285	21	2215	246	290	6	17	559	13	29	24	10	76	31	462	1506	0	1999	4849
Apprch %	85.4	0.8	12.9	0.9		44	51.9	1.1	3		17.1	38.2	31.6	13.2		1.6	23.1	75.3	0		
Total %	39	0.4	5.9	0.4	45.7	5.1	6	0.1	0.4	11.5	0.3	0.6	0.5	0.2	1.6	0.6	9.5	31.1	0	41.2	
Lights	1861	15	281	21	2178	233	281	5	17	536	12	29	23	10	74	24	412	1483	0	1919	4707
% Lights	98.4	88.2	98.6	100	98.3	94.7	96.9	83.3	100	95.9	92.3	100	95.8	100	97.4	77.4	89.2	98.5	0	96	97.1
Buses	5	2	2	0	9	7	4	0	0	11	1	0	0	0	1	7	37	4	0	48	69
% Buses	0.3	11.8	0.7	0	0.4	2.8	1.4	0	0	2	7.7	0	0	0	1.3	22.6	8	0.3	0	2.4	1.4
Trucks	26	0	2	0	28	6	5	1	0	12	0	0	1	0	1	0	13	19	0	32	73
% Trucks	1.4	0	0.7	0	1.3	2.4	1.7	16.7	0	2.1	0	0	4.2	0	1.3	0	2.8	1.3	0	1.6	1.5

Start Time	OLD BAYSHORE HWY Southbound				AIRPORT BLVD Westbound				DRIVEWAY Northbound				BROADWAY Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	207	2	32	241	30	47	1	78	2	5	3	10	3	74	205	282	611
05:00 PM	271	2	48	321	42	39	1	82	2	2	0	4	5	64	218	287	694
05:15 PM	233	5	34	272	31	30	0	61	1	4	2	7	3	58	190	251	591
05:30 PM	267	3	35	305	37	39	2	78	2	5	2	9	3	46	154	203	595
Total Volume	978	12	149	1139	140	155	4	299	7	16	7	30	14	242	767	1023	2491
% App. Total	85.9	1.1	13.1		46.8	51.8	1.3		23.3	53.3	23.3		1.4	23.7	75		
PHF	.902	.600	.776	.887	.833	.824	.500	.912	.875	.800	.583	.750	.700	.818	.880	.891	.897

Traffic Data Service

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File Name : 1PM FINAL
 Site Code : 00000001
 Start Date : 5/30/2018
 Page No : 2



Traffic Data Service

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File Name : 1PM FINAL
 Site Code : 00000001
 Start Date : 5/30/2018
 Page No : 1

Groups Printed- Bikes

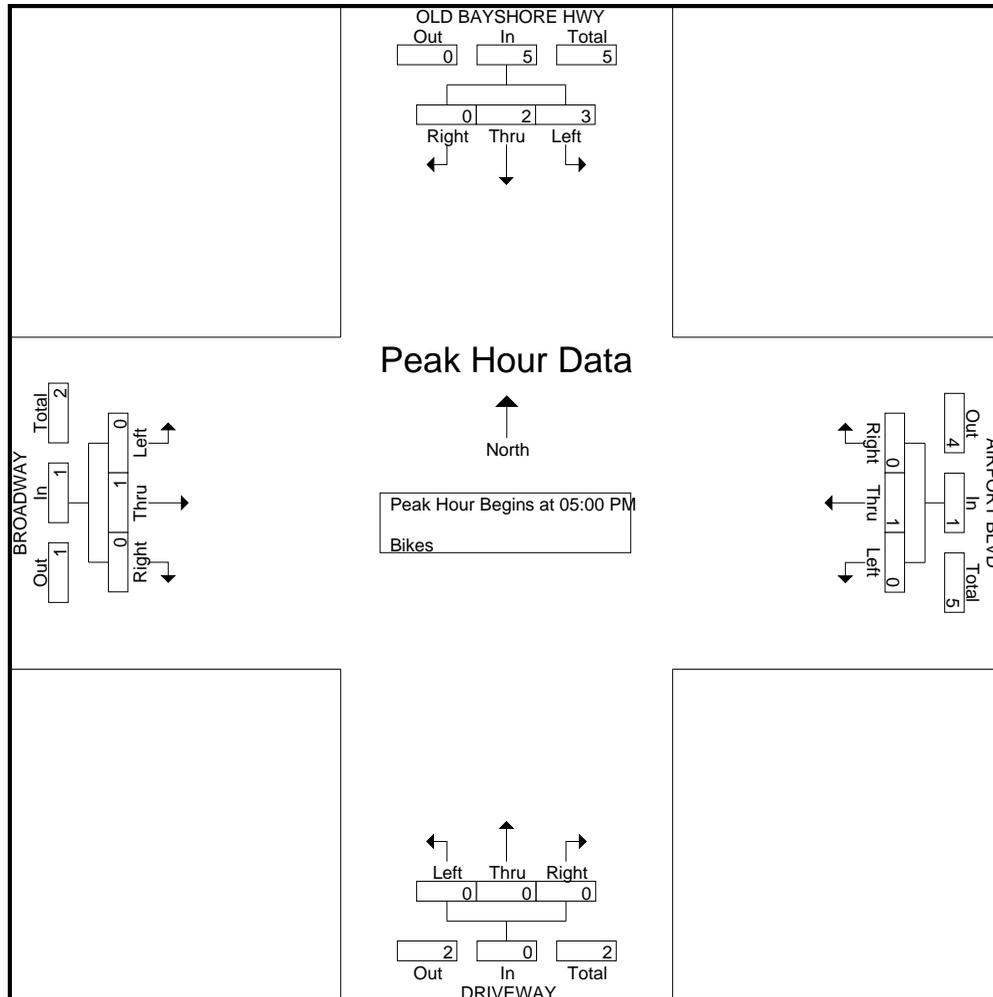
Start Time	OLD BAYSHORE HWY Southbound					AIRPORT BLVD Westbound					DRIVEWAY Northbound					BROADWAY Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:15 PM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45 PM	1	0	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	0	2	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:15 PM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
05:30 PM	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
05:45 PM	0	2	0	0	2	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	4
Total	0	2	3	0	5	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	7
Grand Total	1	2	5	0	8	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	10
Apprch %	12.5	25	62.5	0		0	100	0	0		0	0	0	0		0	100	0	0		
Total %	10	20	50	0	80	0	10	0	0	10	0	0	0	0	0	0	10	0	0	10	

Start Time	OLD BAYSHORE HWY Southbound				AIRPORT BLVD Westbound				DRIVEWAY Northbound				BROADWAY Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:15 PM	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1
05:30 PM	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	2
05:45 PM	0	2	0	2	0	1	0	1	0	0	0	0	0	1	0	1	4
Total Volume	0	2	3	5	0	1	0	1	0	0	0	0	0	1	0	1	7
% App. Total	0	40	60		0	100	0		0	0	0		0	100	0		
PHF	.000	.250	.375	.625	.000	.250	.000	.250	.000	.000	.000	.000	.000	.250	.000	.250	.438

Traffic Data Service

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File Name : 1PM FINAL
 Site Code : 00000001
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Traffic Data Service

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File Name : 3AM FINAL
Site Code : 00000003
Start Date : 5/30/2018
Page No : 1

Groups Printed- Lights - Buses - Trucks

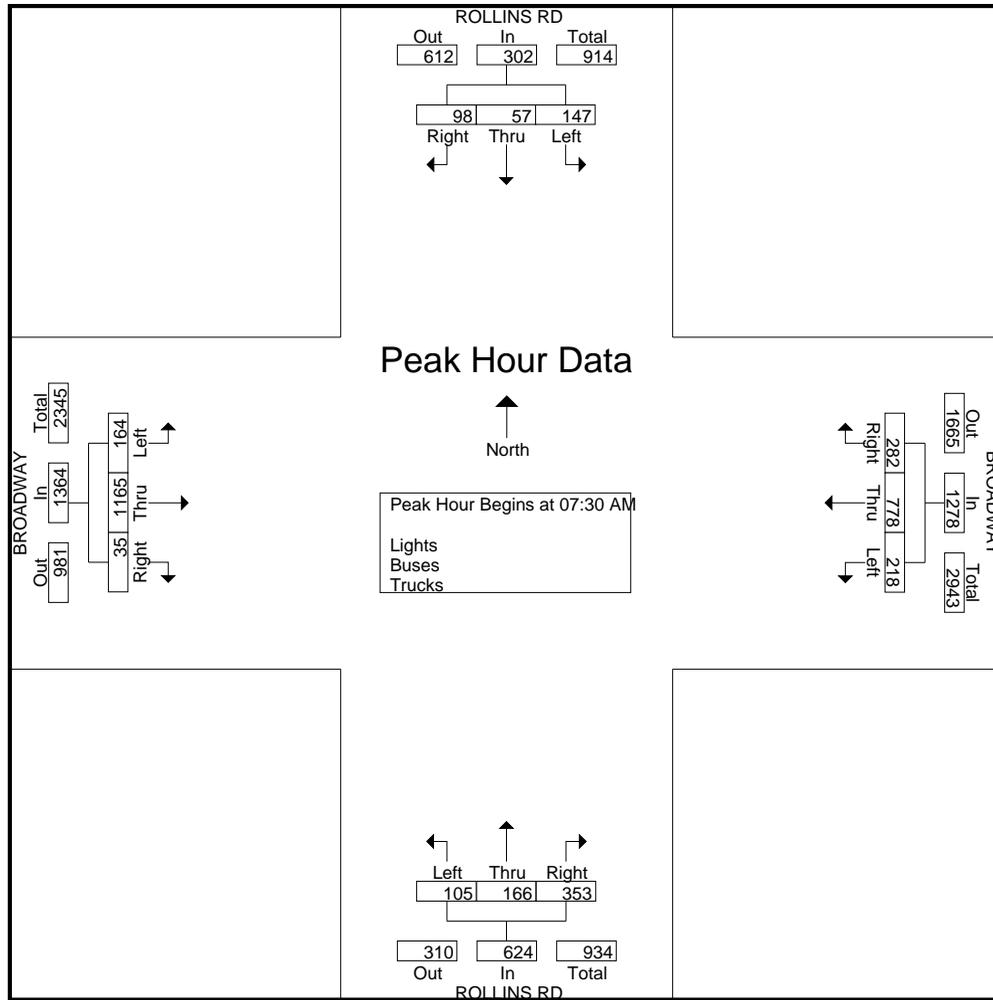
Start Time	ROLLINS RD Southbound					BROADWAY Westbound					ROLLINS RD Northbound					BROADWAY Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
07:00 AM	12	10	24	0	46	65	140	22	1	228	73	23	8	0	104	0	218	46	0	264	642
07:15 AM	10	10	30	3	53	67	166	40	0	273	73	26	10	0	109	0	286	23	0	309	744
07:30 AM	22	19	37	4	82	68	201	50	0	319	100	32	12	0	144	2	260	51	0	313	858
07:45 AM	20	19	34	2	75	86	194	64	0	344	85	60	40	0	185	12	280	43	1	336	940
Total	64	58	125	9	256	286	701	176	1	1164	331	141	70	0	542	14	1044	163	1	1222	3184
08:00 AM	28	12	37	0	77	58	184	45	0	287	89	44	29	0	162	13	324	36	1	374	900
08:15 AM	28	7	39	0	74	70	199	59	0	328	79	30	24	0	133	8	301	34	0	343	878
08:30 AM	20	13	27	1	61	66	163	48	0	277	84	32	12	0	128	10	301	45	1	357	823
08:45 AM	20	12	42	4	78	63	212	61	0	336	64	30	13	0	107	12	276	46	1	335	856
Total	96	44	145	5	290	257	758	213	0	1228	316	136	78	0	530	43	1202	161	3	1409	3457
Grand Total	160	102	270	14	546	543	1459	389	1	2392	647	277	148	0	1072	57	2246	324	4	2631	6641
Apprch %	29.3	18.7	49.5	2.6		22.7	61	16.3	0		60.4	25.8	13.8	0		2.2	85.4	12.3	0.2		
Total %	2.4	1.5	4.1	0.2	8.2	8.2	22	5.9	0	36	9.7	4.2	2.2	0	16.1	0.9	33.8	4.9	0.1	39.6	
Lights	153	96	235	14	498	522	1409	383	0	2314	635	275	147	0	1057	57	2217	320	4	2598	6467
% Lights	95.6	94.1	87	100	91.2	96.1	96.6	98.5	0	96.7	98.1	99.3	99.3	0	98.6	100	98.7	98.8	100	98.7	97.4
Buses	0	0	7	0	7	0	10	1	0	11	0	1	0	0	1	0	8	0	0	8	27
% Buses	0	0	2.6	0	1.3	0	0.7	0.3	0	0.5	0	0.4	0	0	0.1	0	0.4	0	0	0.3	0.4
Trucks	7	6	28	0	41	21	40	5	1	67	12	1	1	0	14	0	21	4	0	25	147
% Trucks	4.4	5.9	10.4	0	7.5	3.9	2.7	1.3	100	2.8	1.9	0.4	0.7	0	1.3	0	0.9	1.2	0	1	2.2

Start Time	ROLLINS RD Southbound				BROADWAY Westbound				ROLLINS RD Northbound				BROADWAY Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	22	19	37	78	68	201	50	319	100	32	12	144	2	260	51	313	854
07:45 AM	20	19	34	73	86	194	64	344	85	60	40	185	12	280	43	335	937
08:00 AM	28	12	37	77	58	184	45	287	89	44	29	162	13	324	36	373	899
08:15 AM	28	7	39	74	70	199	59	328	79	30	24	133	8	301	34	343	878
Total Volume	98	57	147	302	282	778	218	1278	353	166	105	624	35	1165	164	1364	3568
% App. Total	32.5	18.9	48.7		22.1	60.9	17.1		56.6	26.6	16.8		2.6	85.4	12		
PHF	.875	.750	.942	.968	.820	.968	.852	.929	.883	.692	.656	.843	.673	.899	.804	.914	.952

Traffic Data Service

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File Name : 3AM FINAL
 Site Code : 00000003
 Start Date : 5/30/2018
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Traffic Data Service

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File Name : 3AM FINAL
 Site Code : 00000003
 Start Date : 5/30/2018
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Groups Printed- Bikes

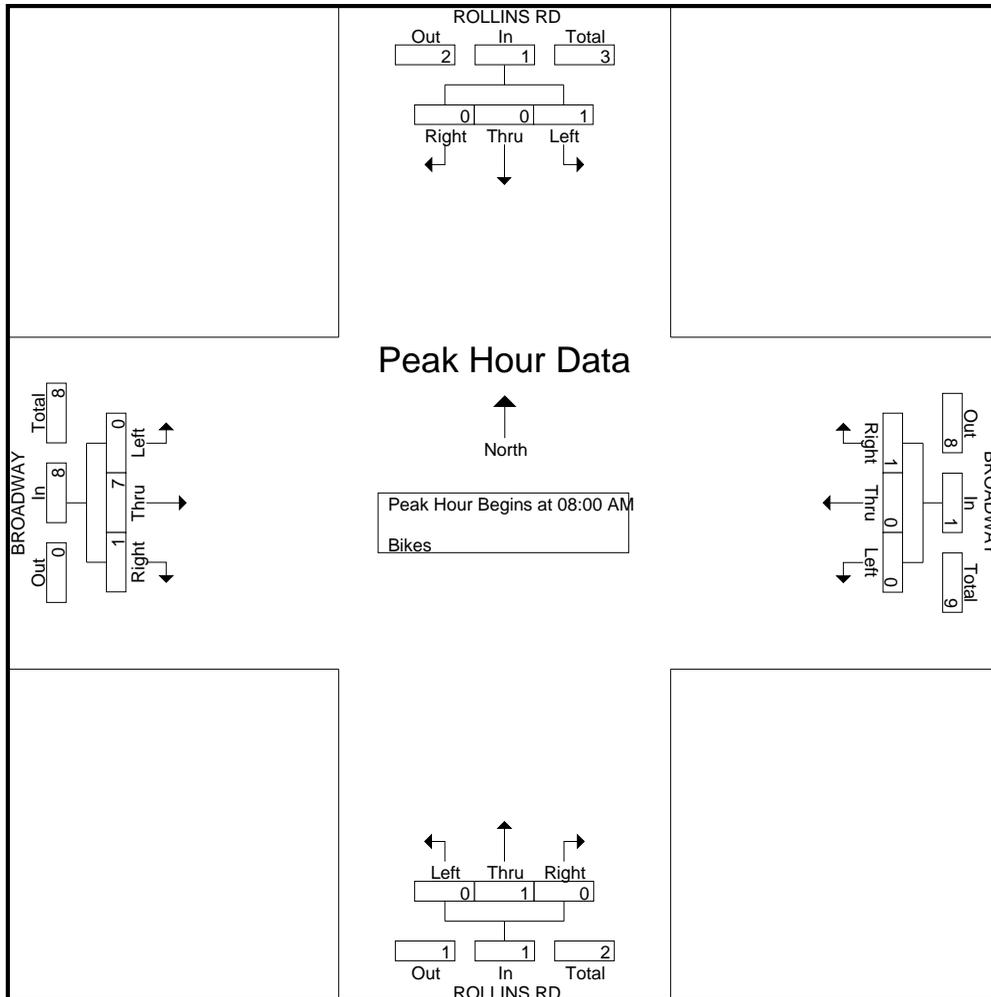
Start Time	ROLLINS RD Southbound					BROADWAY Westbound					ROLLINS RD Northbound					BROADWAY Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
07:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1	1	0	0	2	3
08:15 AM	0	0	0	0	0	1	0	0	0	1	0	1	0	0	1	0	3	0	0	3	5
08:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	2
08:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1
Total	0	0	1	0	1	1	0	0	0	1	0	1	0	0	1	1	7	0	0	8	11
Grand Total	0	0	1	0	1	1	0	0	0	1	0	1	0	0	1	1	7	0	0	8	11
Apprch %	0	0	100	0		100	0	0	0		0	100	0	0		12.5	87.5	0	0		
Total %	0	0	9.1	0	9.1	9.1	0	0	0	9.1	0	9.1	0	0	9.1	9.1	63.6	0	0	72.7	

Start Time	ROLLINS RD Southbound					BROADWAY Westbound					ROLLINS RD Northbound					BROADWAY Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 08:00 AM																					
08:00 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1	1	0	0	2	3
08:15 AM	0	0	0	0	0	1	0	0	0	1	0	1	0	0	1	0	3	0	0	3	5
08:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	2
08:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1
Total Volume	0	0	1	0	1	1	0	0	0	1	0	1	0	0	1	1	7	0	0	8	11
% App. Total	0	0	100	0		100	0	0	0		0	100	0	0		12.5	87.5	0	0		
PHF	.000	.000	.250	.000	.250	.250	.000	.000	.000	.250	.000	.250	.000	.000	.250	.250	.583	.000	.000	.667	.550

Traffic Data Service

San Jose, CA
 (408) 622-4787
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File Name : 3AM FINAL
 Site Code : 00000003
 Start Date : 5/30/2018
 Page No : 2



Traffic Data Service

San Jose, CA
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File Name : 3PM FINAL
 Site Code : 00000003
 Start Date : 5/30/2018
 Page No : 1

Groups Printed- Lights - Buses - Trucks

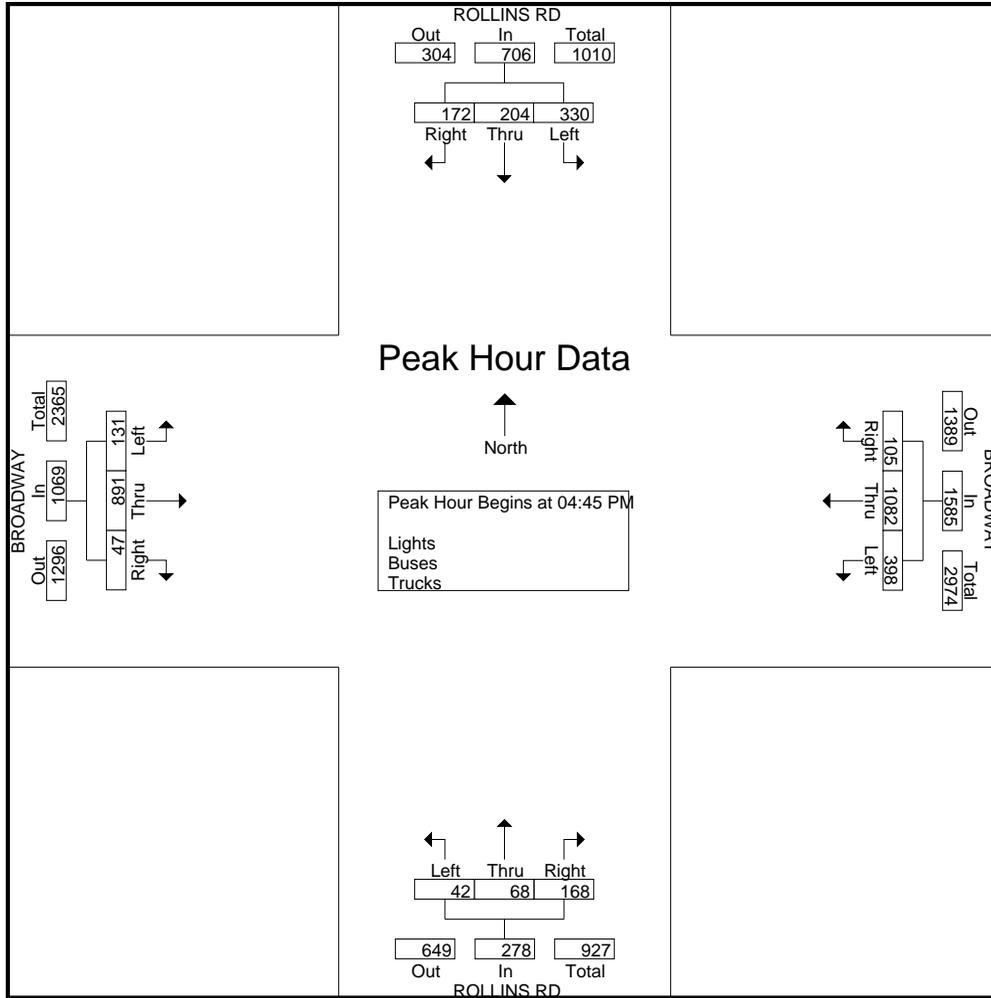
Start Time	ROLLINS RD Southbound					BROADWAY Westbound					ROLLINS RD Northbound					BROADWAY Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
04:00 PM	38	25	74	1	138	24	224	65	0	313	56	13	16	0	85	9	231	35	0	275	811
04:15 PM	29	31	67	0	127	33	228	79	0	340	38	17	14	0	69	6	244	20	0	270	806
04:30 PM	44	37	97	4	182	30	236	88	0	354	50	14	8	0	72	13	220	38	0	271	879
04:45 PM	39	33	87	0	159	22	275	111	0	408	44	15	5	0	64	9	232	35	0	276	907
Total	150	126	325	5	606	109	963	343	0	1415	188	59	43	0	290	37	927	128	0	1092	3403
05:00 PM	42	54	99	2	197	28	261	77	0	366	40	13	18	0	71	5	213	28	2	248	882
05:15 PM	48	64	83	4	199	24	248	114	0	386	44	27	10	0	81	19	230	36	2	287	953
05:30 PM	43	53	61	2	159	31	298	96	0	425	40	13	9	0	62	14	216	32	0	262	908
05:45 PM	36	47	66	2	151	25	313	124	0	462	41	11	7	0	59	8	197	22	0	227	899
Total	169	218	309	10	706	108	1120	411	0	1639	165	64	44	0	273	46	856	118	4	1024	3642
Grand Total	319	344	634	15	1312	217	2083	754	0	3054	353	123	87	0	563	83	1783	246	4	2116	7045
Apprch %	24.3	26.2	48.3	1.1		7.1	68.2	24.7	0		62.7	21.8	15.5	0		3.9	84.3	11.6	0.2		
Total %	4.5	4.9	9	0.2	18.6	3.1	29.6	10.7	0	43.3	5	1.7	1.2	0	8	1.2	25.3	3.5	0.1	30	
Lights	317	343	612	15	1287	202	2060	754	0	3016	350	119	86	0	555	83	1749	242	4	2078	6936
% Lights	99.4	99.7	96.5	100	98.1	93.1	98.9	100	0	98.8	99.2	96.7	98.9	0	98.6	100	98.1	98.4	100	98.2	98.5
Buses	0	0	6	0	6	0	9	0	0	9	0	1	0	0	1	0	5	0	0	5	21
% Buses	0	0	0.9	0	0.5	0	0.4	0	0	0.3	0	0.8	0	0	0.2	0	0.3	0	0	0.2	0.3
Trucks	2	1	16	0	19	15	14	0	0	29	3	3	1	0	7	0	29	4	0	33	88
% Trucks	0.6	0.3	2.5	0	1.4	6.9	0.7	0	0	0.9	0.8	2.4	1.1	0	1.2	0	1.6	1.6	0	1.6	1.2

Start Time	ROLLINS RD Southbound					BROADWAY Westbound					ROLLINS RD Northbound					BROADWAY Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	39	33	87		159	22	275	111		408	44	15	5		64	9	232	35		276	907
05:00 PM	42	54	99		195	28	261	77		366	40	13	18		71	5	213	28		246	878
05:15 PM	48	64	83		195	24	248	114		386	44	27	10		81	19	230	36		285	947
05:30 PM	43	53	61		157	31	298	96		425	40	13	9		62	14	216	32		262	906
Total Volume	172	204	330		706	105	1082	398		1585	168	68	42		278	47	891	131		1069	3638
% App. Total	24.4	28.9	46.7			6.6	68.3	25.1			60.4	24.5	15.1			4.4	83.3	12.3			
PHF	.896	.797	.833		.905	.847	.908	.873		.932	.955	.630	.583		.858	.618	.960	.910		.938	.960

Traffic Data Service

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File Name : 3PM FINAL
 Site Code : 00000003
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Traffic Data Service

San Jose, CA
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File Name : 3PM FINAL
 Site Code : 00000003
 Start Date : 5/30/2018
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Groups Printed- Bikes

Start Time	ROLLINS RD Southbound					BROADWAY Westbound					ROLLINS RD Northbound					BROADWAY Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
04:15 PM	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 PM	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	3
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:15 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	1
05:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:45 PM	0	0	1	0	1	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	2
Total	0	0	1	0	1	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	3
Grand Total	0	2	1	0	3	0	2	0	0	2	0	0	0	0	0	0	0	1	0	1	6
Apprch %	0	66.7	33.3	0		0	100	0	0		0	0	0	0		0	0	100	0		
Total %	0	33.3	16.7	0	50	0	33.3	0	0	33.3	0	0	0	0	0	0	0	16.7	0	16.7	

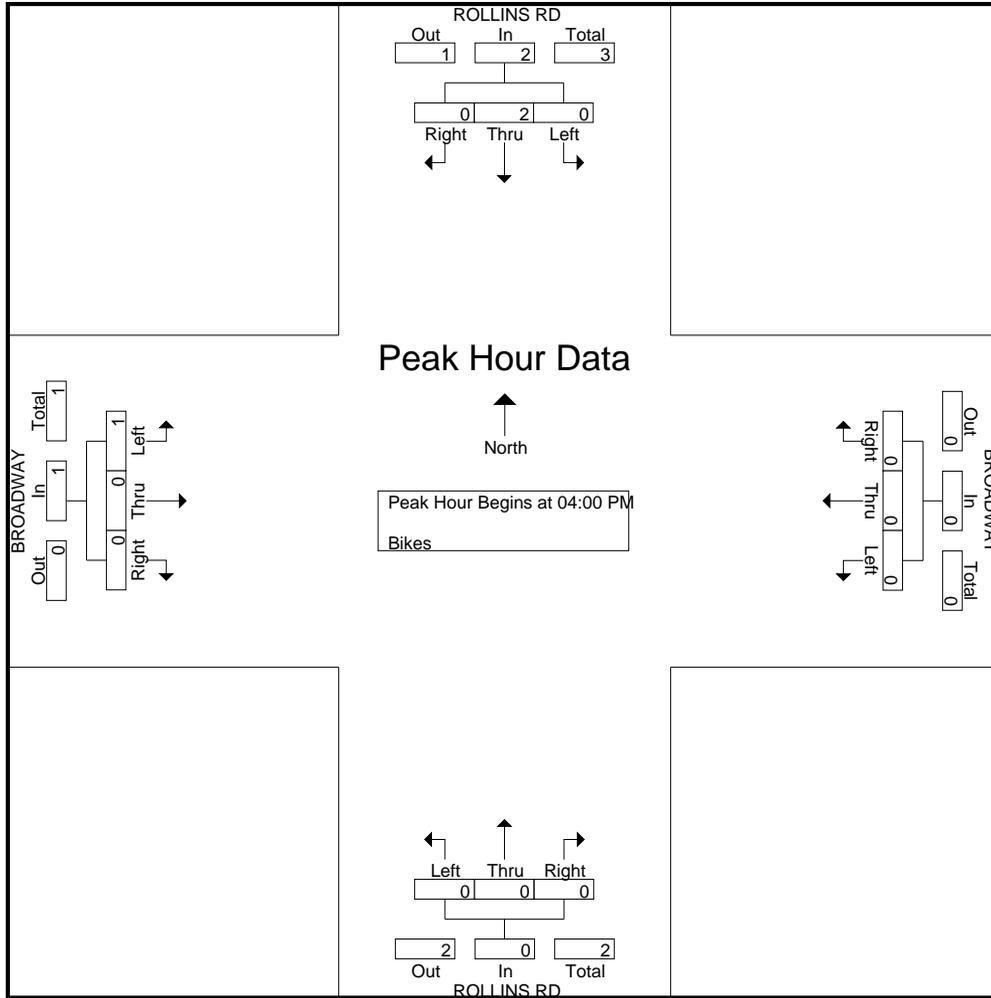
Start Time	ROLLINS RD Southbound					BROADWAY Westbound					ROLLINS RD Northbound					BROADWAY Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
04:15 PM	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 PM	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	3
% App. Total	0	100	0	0		0	0	0	0		0	0	0	0		0	0	100	0		
PHF	.000	.500	.000	.000	.500	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.250	.250	.250	.750

Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
 Peak Hour for Entire Intersection Begins at 04:00 PM

Traffic Data Service

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File Name : 3PM FINAL
Site Code : 00000003
Start Date : 5/30/2018
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Traffic Data Service

San Jose, CA
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File Name : 14AM FINAL
 Site Code : 00000014
 Start Date : 5/30/2018
 Page No : 1

Groups Printed- Lights - Buses - Trucks

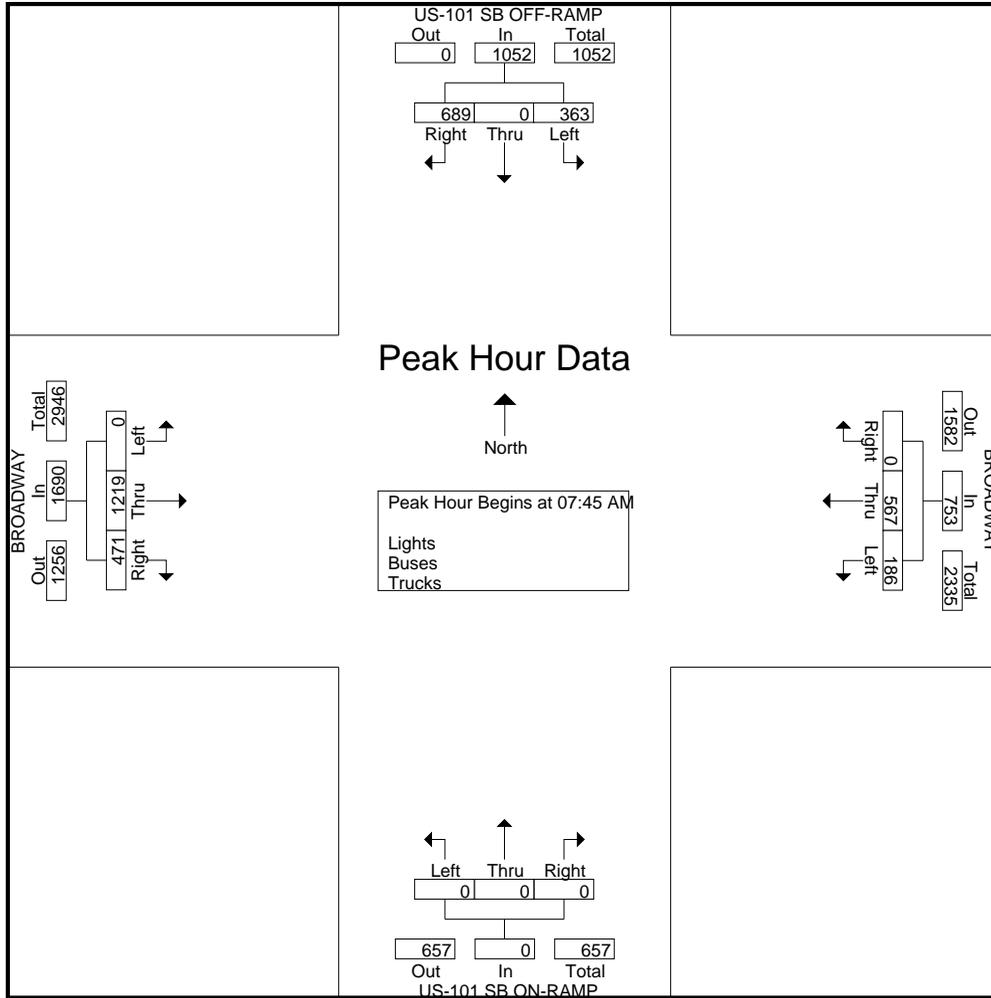
Start Time	US-101 SB OFF-RAMP Southbound					BROADWAY Westbound					US-101 SB ON-RAMP Northbound					BROADWAY Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
07:00 AM	122	0	55	0	177	0	122	33	0	155	0	0	0	0	0	112	199	0	0	311	643
07:15 AM	144	0	59	5	208	0	128	25	0	153	0	0	0	0	0	123	273	0	0	396	757
07:30 AM	177	0	64	3	244	0	145	36	0	181	0	0	0	0	0	120	274	0	0	394	819
07:45 AM	201	0	83	2	286	0	149	49	0	198	0	0	0	0	0	110	301	0	0	411	895
Total	644	0	261	10	915	0	544	143	0	687	0	0	0	0	0	465	1047	0	0	1512	3114
08:00 AM	158	0	91	0	249	0	139	51	0	190	0	0	0	0	0	123	309	0	0	432	871
08:15 AM	191	0	87	0	278	0	132	39	0	171	0	0	0	0	0	129	298	0	0	427	876
08:30 AM	139	0	102	1	242	0	147	47	0	194	0	0	0	0	0	109	311	0	0	420	856
08:45 AM	203	0	86	4	293	0	135	33	0	168	0	0	0	0	0	130	261	0	0	391	852
Total	691	0	366	5	1062	0	553	170	0	723	0	0	0	0	0	491	1179	0	0	1670	3455
Grand Total	1335	0	627	15	1977	0	1097	313	0	1410	0	0	0	0	0	956	2226	0	0	3182	6569
Apprch %	67.5	0	31.7	0.8		0	77.8	22.2	0		0	0	0	0	0	30	70	0	0		
Total %	20.3	0	9.5	0.2	30.1	0	16.7	4.8	0	21.5	0	0	0	0	0	14.6	33.9	0	0	48.4	
Lights	1296	0	574	15	1885	0	1044	273	0	1317	0	0	0	0	0	924	2171	0	0	3095	6297
% Lights	97.1	0	91.5	100	95.3	0	95.2	87.2	0	93.4	0	0	0	0	0	96.7	97.5	0	0	97.3	95.9
Buses	3	0	27	0	30	0	8	12	0	20	0	0	0	0	0	4	9	0	0	13	63
% Buses	0.2	0	4.3	0	1.5	0	0.7	3.8	0	1.4	0	0	0	0	0	0.4	0.4	0	0	0.4	1
Trucks	36	0	26	0	62	0	45	28	0	73	0	0	0	0	0	28	46	0	0	74	209
% Trucks	2.7	0	4.1	0	3.1	0	4.1	8.9	0	5.2	0	0	0	0	0	2.9	2.1	0	0	2.3	3.2

Start Time	US-101 SB OFF-RAMP Southbound				BROADWAY Westbound				US-101 SB ON-RAMP Northbound				BROADWAY Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	201	0	83	284	0	149	49	198	0	0	0	0	110	301	0	411	893
08:00 AM	158	0	91	249	0	139	51	190	0	0	0	0	123	309	0	432	871
08:15 AM	191	0	87	278	0	132	39	171	0	0	0	0	129	298	0	427	876
08:30 AM	139	0	102	241	0	147	47	194	0	0	0	0	109	311	0	420	855
Total Volume	689	0	363	1052	0	567	186	753	0	0	0	0	471	1219	0	1690	3495
% App. Total	65.5	0	34.5		0	75.3	24.7		0	0	0		27.9	72.1	0		
PHF	.857	.000	.890	.926	.000	.951	.912	.951	.000	.000	.000	.000	.913	.980	.000	.978	.978

Traffic Data Service

San Jose, CA
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File Name : 14AM FINAL
 Site Code : 00000014
 Start Date : 5/30/2018
 Page No : 2



Traffic Data Service

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File Name : 14AM FINAL
 Site Code : 00000014
 Start Date : 5/30/2018
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Groups Printed- Bikes

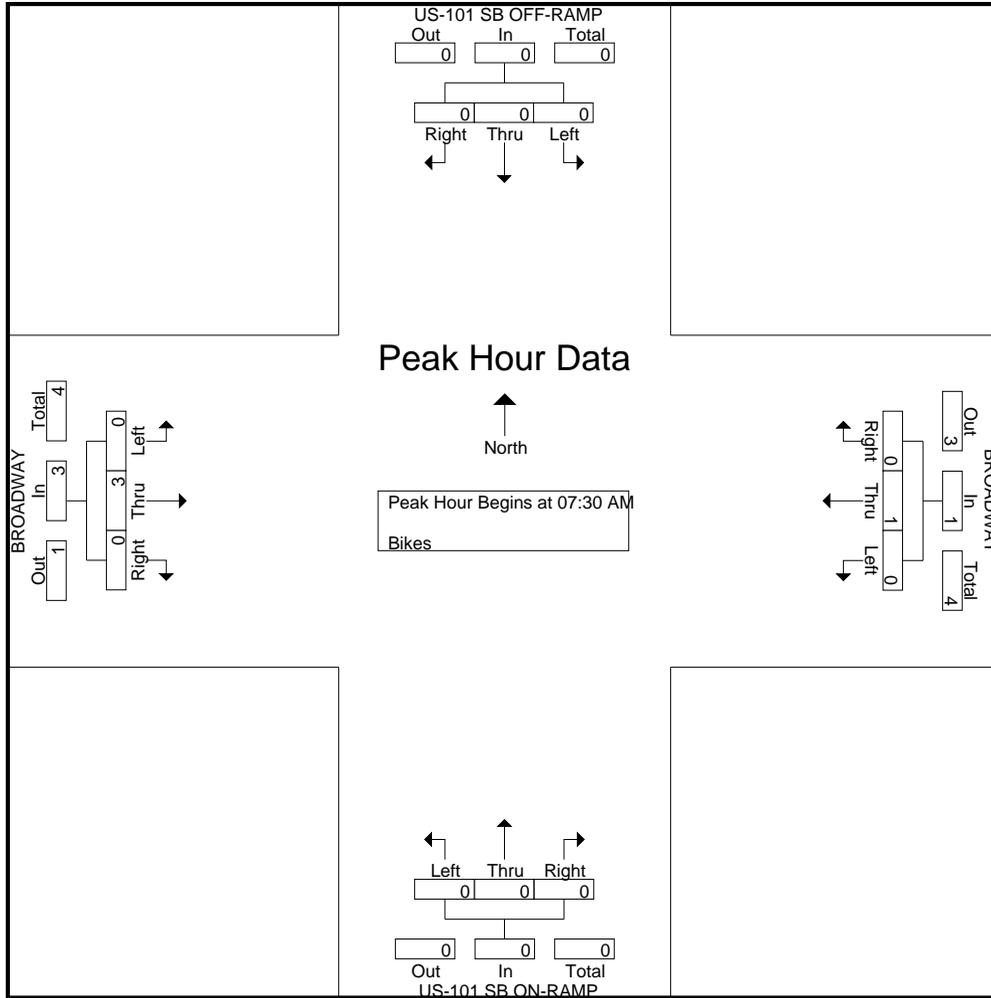
Start Time	US-101 SB OFF-RAMP Southbound					BROADWAY Westbound					US-101 SB ON-RAMP Northbound					BROADWAY Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
07:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
08:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15 AM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2	0	0	0	2
08:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
Total	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	3	0	0	0	3
Grand Total	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	4	0	0	0	4
Apprch %	0	0	0	0		0	100	0	0		0	0	0	0		0	100	0	0		
Total %	0	0	0	0		0	20	0	0	20	0	0	0	0		0	80	0	0	80	

Start Time	US-101 SB OFF-RAMP Southbound				BROADWAY Westbound				US-101 SB ON-RAMP Northbound				BROADWAY Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
08:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15 AM	0	0	0	0	0	1	0	1	0	0	0	0	0	2	0	0	2
Total Volume	0	0	0	0	0	1	0	1	0	0	0	0	0	3	0	0	3
% App. Total	0	0	0		0	100	0		0	0	0		0	100	0		
PHF	.000	.000	.000	.000	.000	.250	.000	.250	.000	.000	.000	.000	.000	.375	.000	.375	.333

Traffic Data Service

San Jose, CA
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File Name : 14AM FINAL
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Traffic Data Service

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File Name : 14PM FINAL
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Groups Printed- Lights - Buses - Trucks

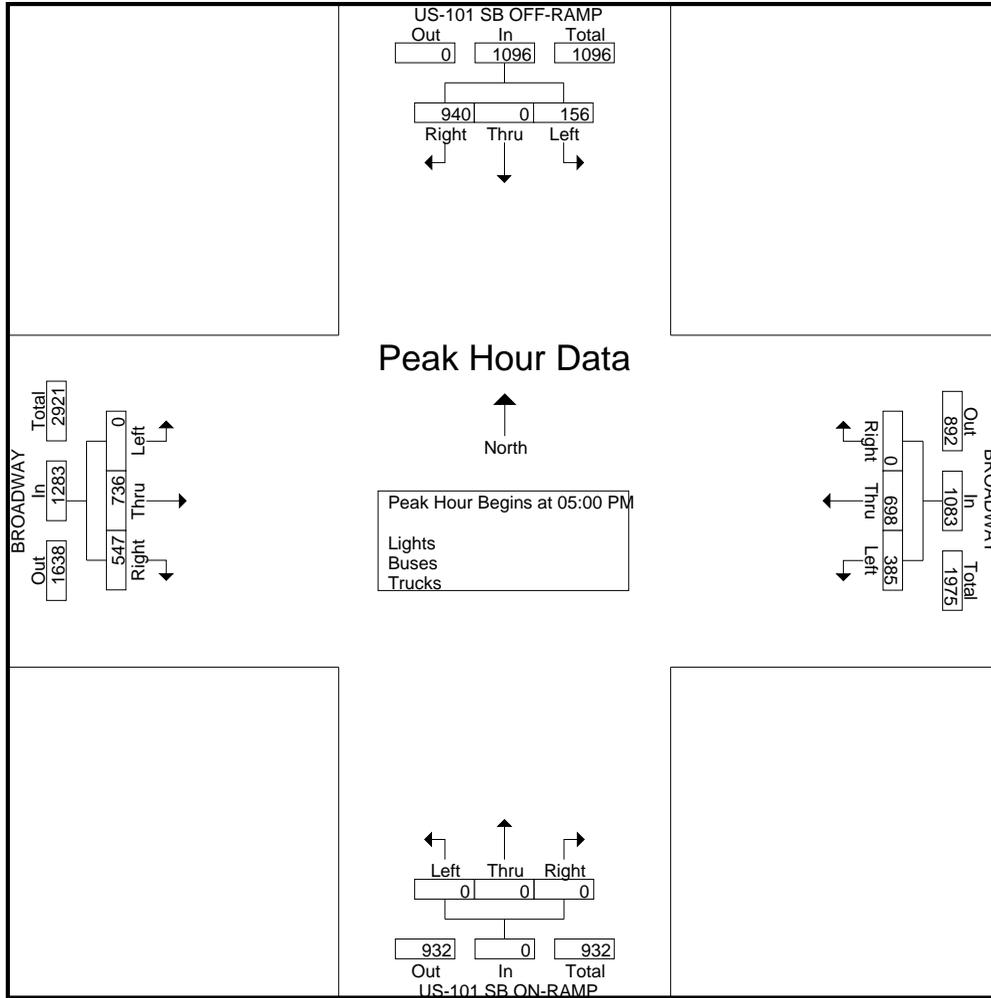
Start Time	US-101 SB OFF-RAMP Southbound					BROADWAY Westbound					US-101 SB ON-RAMP Northbound					BROADWAY Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
04:00 PM	192	0	43	3	238	0	128	87	0	215	0	0	0	0	0	157	190	0	0	347	800
04:15 PM	177	1	40	2	220	0	163	93	0	256	0	0	0	0	0	135	217	0	0	352	828
04:30 PM	195	0	46	4	245	0	176	99	0	275	0	0	0	0	0	159	181	0	0	340	860
04:45 PM	214	0	61	2	277	0	171	88	0	259	0	0	0	0	0	132	217	0	0	349	885
Total	778	1	190	11	980	0	638	367	0	1005	0	0	0	0	0	583	805	0	0	1388	3373
05:00 PM	222	0	44	2	268	0	173	102	0	275	0	0	0	0	0	127	196	0	0	323	866
05:15 PM	212	0	36	5	253	0	164	83	0	247	0	0	0	0	0	140	201	0	0	341	841
05:30 PM	236	0	31	1	268	0	191	103	0	294	0	0	0	0	0	154	160	0	0	314	876
05:45 PM	270	0	45	3	318	0	170	97	0	267	0	0	0	0	0	126	179	0	0	305	890
Total	940	0	156	11	1107	0	698	385	0	1083	0	0	0	0	0	547	736	0	0	1283	3473
Grand Total	1718	1	346	22	2087	0	1336	752	0	2088	0	0	0	0	0	1130	1541	0	0	2671	6846
Apprch %	82.3	0	16.6	1.1		0	64	36	0		0	0	0	0	0	42.3	57.7	0	0		
Total %	25.1	0	5.1	0.3	30.5	0	19.5	11	0	30.5	0	0	0	0	0	16.5	22.5	0	0	39	
Lights	1706	1	311	22	2040	0	1305	744	0	2049	0	0	0	0	0	1103	1509	0	0	2612	6701
% Lights	99.3	100	89.9	100	97.7	0	97.7	98.9	0	98.1	0	0	0	0	0	97.6	97.9	0	0	97.8	97.9
Buses	2	0	17	0	19	0	7	2	0	9	0	0	0	0	0	4	8	0	0	12	40
% Buses	0.1	0	4.9	0	0.9	0	0.5	0.3	0	0.4	0	0	0	0	0	0.4	0.5	0	0	0.4	0.6
Trucks	10	0	18	0	28	0	24	6	0	30	0	0	0	0	0	23	24	0	0	47	105
% Trucks	0.6	0	5.2	0	1.3	0	1.8	0.8	0	1.4	0	0	0	0	0	2	1.6	0	0	1.8	1.5

Start Time	US-101 SB OFF-RAMP Southbound				BROADWAY Westbound				US-101 SB ON-RAMP Northbound				BROADWAY Eastbound				Int. Total
	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	222	0	44	266	0	173	102	275	0	0	0	0	127	196	0	323	864
05:15 PM	212	0	36	248	0	164	83	247	0	0	0	0	140	201	0	341	836
05:30 PM	236	0	31	267	0	191	103	294	0	0	0	0	154	160	0	314	875
05:45 PM	270	0	45	315	0	170	97	267	0	0	0	0	126	179	0	305	887
Total Volume	940	0	156	1096	0	698	385	1083	0	0	0	0	547	736	0	1283	3462
% App. Total	85.8	0	14.2		0	64.5	35.5		0	0	0		42.6	57.4	0		
PHF	.870	.000	.867	.870	.000	.914	.934	.921	.000	.000	.000	.000	.888	.915	.000	.941	.976

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Traffic Data Service

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File Name : 14PM FINAL
 Site Code : 00000014
 Start Date : 5/30/2018
 Page No : 1

Groups Printed- Bikes

Start Time	US-101 SB OFF-RAMP Southbound					BROADWAY Westbound					US-101 SB ON-RAMP Northbound					BROADWAY Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
04:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0
04:45 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	1	0	0	0	1
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:15 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0
05:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:45 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	0	1
Total	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	1	0	0	0	1
Grand Total	0	0	0	0	0	0	4	0	0	4	0	0	0	0	0	0	2	0	0	0	2
Apprch %	0	0	0	0	0	0	100	0	0	0	0	0	0	0	0	0	100	0	0	0	0
Total %	0	0	0	0	0	0	66.7	0	0	66.7	0	0	0	0	0	0	33.3	0	0	33.3	0

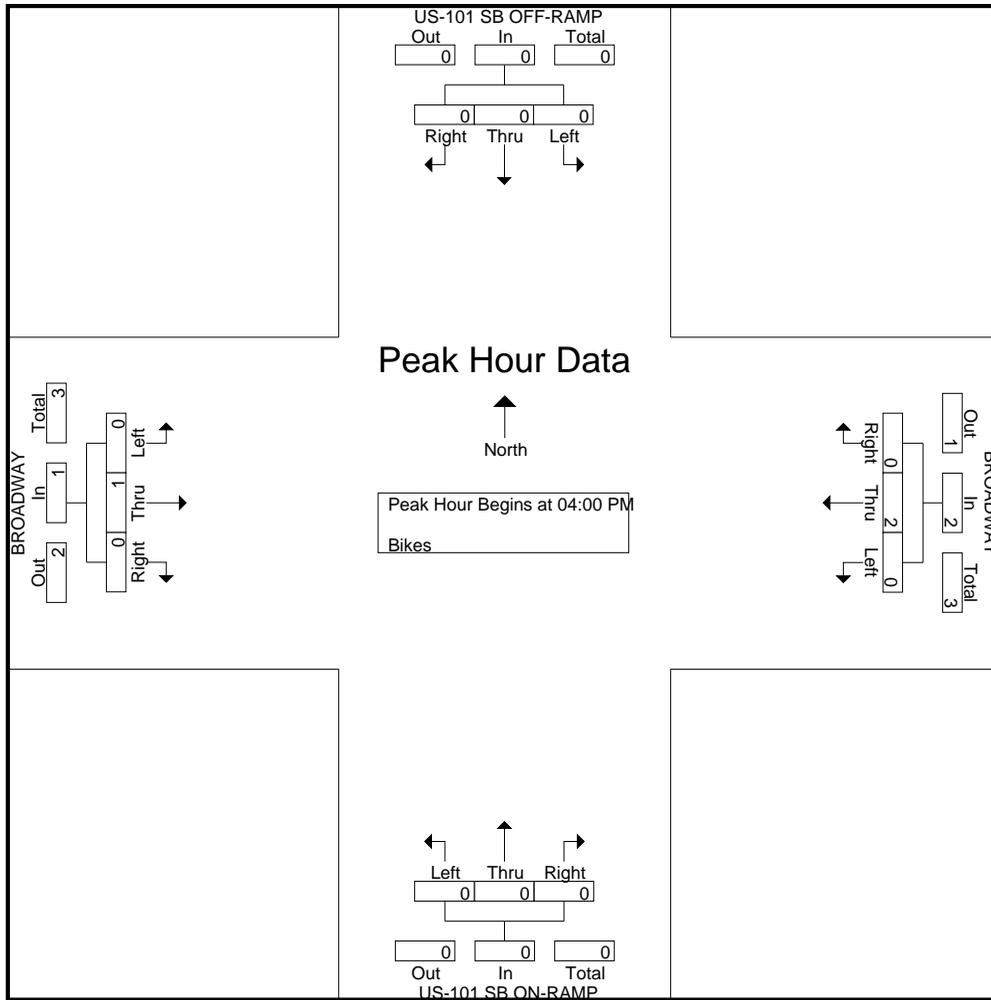
Start Time	US-101 SB OFF-RAMP Southbound					BROADWAY Westbound					US-101 SB ON-RAMP Northbound					BROADWAY Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
04:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0
04:45 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	1	0	0	0	1
% App. Total	0	0	0	0	0	0	100	0	0	0	0	0	0	0	0	0	100	0	0	0	0
PHF	.000	.000	.000	.000	.000	.000	.500	.000	.000	.500	.000	.000	.000	.000	.000	.000	.250	.000	.000	.250	.750

Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
 Peak Hour for Entire Intersection Begins at 04:00 PM

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Appendix B – Traffic Signal Timing

Timing Report, Sorted By Phase

1: US 101 NB On/Off Ramp/South Driveway Full Access & Old Bayshore Hwy

02/19/2022

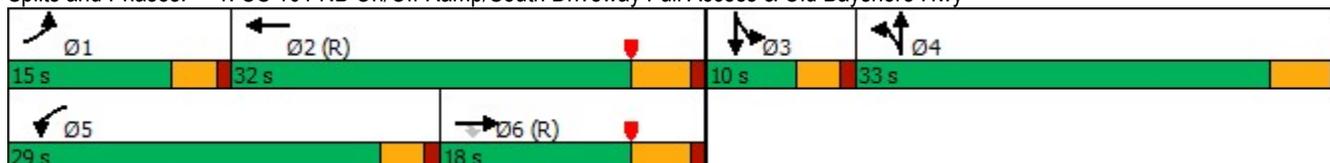


Phase Number	1	2	3	4	5	6
Movement	EBL	WBT	SBTL	NBTL	WBL	EBT
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	Max	None	C-Max
Maximum Split (s)	15	32	10	33	29	18
Maximum Split (%)	16.7%	35.6%	11.1%	36.7%	32.2%	20.0%
Minimum Split (s)	8	22.1	10	11.1	12	13.1
Yellow Time (s)	3	4.1	3	4.1	3	4.1
All-Red Time (s)	1	1	1	1	1	1
Minimum Initial (s)	4	8	6	6	8	8
Vehicle Extension (s)	0.2	0.2	0.2	0.2	3	0.2
Minimum Gap (s)	1	1	1	1	3	1
Time Before Reduce (s)	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0
Walk Time (s)		7				
Flash Dont Walk (s)		10				
Dual Entry	No	Yes	No	No	No	Yes
Inhibit Max	No	Yes	No	No	No	Yes
Start Time (s)	48.1	63.1	5.1	15.1	48.1	77.1
End Time (s)	63.1	5.1	15.1	48.1	77.1	5.1
Yield/Force Off (s)	59.1	0	11.1	43	73.1	0
Yield/Force Off 170(s)	59.1	80	11.1	43	73.1	0
Local Start Time (s)	48.1	63.1	5.1	15.1	48.1	77.1
Local Yield (s)	59.1	0	11.1	43	73.1	0
Local Yield 170(s)	59.1	80	11.1	43	73.1	0

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 90
 Offset: 0 (0%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow

Splits and Phases: 1: US 101 NB On/Off Ramp/South Driveway Full Access & Old Bayshore Hwy



Timing Report, Sorted By Phase
 2: Broadway/Airport Blvd & Old Bayshore Hwy

02/19/2022

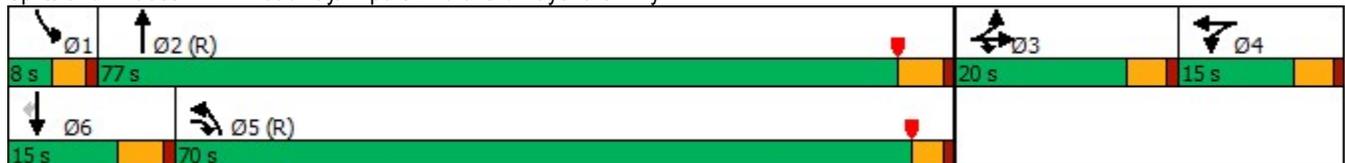


Phase Number	1	2	3	4	5	6
Movement	SBL	NBT	EBTL	WBTL	NBL	SBT
Lead/Lag	Lead	Lag	Lead	Lag	Lag	Lead
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	None	C-Max	None
Maximum Split (s)	8	77	20	15	70	15
Maximum Split (%)	6.7%	64.2%	16.7%	12.5%	58.3%	12.5%
Minimum Split (s)	8	35.1	10.7	15	21	15
Yellow Time (s)	3	4.1	3.7	3.7	3	4.1
All-Red Time (s)	1	1	1	1	1	1
Minimum Initial (s)	4	8	6	6	4	8
Vehicle Extension (s)	0.2	0.2	0.2	0.2	0.2	0.2
Minimum Gap (s)	1	1	1	1	1	1
Time Before Reduce (s)	0.8	1	1	0.8	1	0.8
Time To Reduce (s)	0.1	0.1	0.1	0.1	0.1	0.1
Walk Time (s)		5		5		5
Flash Dont Walk (s)		25		25		30
Dual Entry	No	No	No	No	No	No
Inhibit Max	No	Yes	No	No	Yes	No
Start Time (s)	40.1	48.1	5.1	25.1	55.1	40.1
End Time (s)	48.1	5.1	25.1	40.1	5.1	55.1
Yield/Force Off (s)	44.1	0	20.4	35.4	1.1	50
Yield/Force Off 170(s)	44.1	95	20.4	10.4	1.1	20
Local Start Time (s)	40.1	48.1	5.1	25.1	55.1	40.1
Local Yield (s)	44.1	0	20.4	35.4	1.1	50
Local Yield 170(s)	44.1	95	20.4	10.4	1.1	20

Intersection Summary

Cycle Length	120
Control Type	Actuated-Coordinated
Natural Cycle	90
Offset: 0 (0%), Referenced to phase 2:NBT and 5:NBL, Start of Yellow	

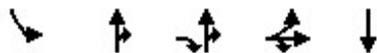
Splits and Phases: 2: Broadway/Airport Blvd & Old Bayshore Hwy



Timing Report, Sorted By Phase

3: Broadway & US 101 SB Off Ramp/US 101 SB On Ramp

02/19/2022

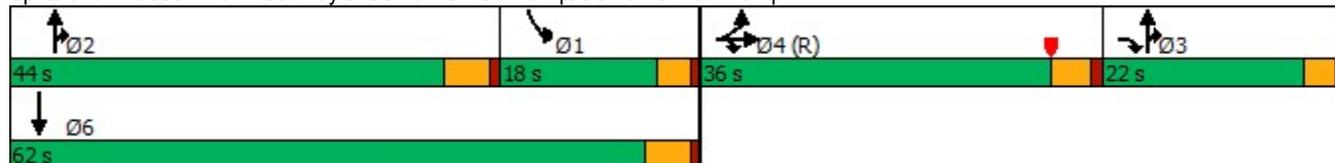


Phase Number	1	2	3	4	6
Movement	SBL	NBT	NBT	EBTL	SBT
Lead/Lag	Lag	Lead	Lag	Lead	
Lead-Lag Optimize	Yes	Yes	Yes	Yes	
Recall Mode	None	None	None	C-Max	None
Maximum Split (s)	18	44	22	36	62
Maximum Split (%)	15.0%	36.7%	18.3%	30.0%	51.7%
Minimum Split (s)	8	25.1	8	24.6	28.1
Yellow Time (s)	3	4.1	3	3.6	4.1
All-Red Time (s)	1	1	1	1	1
Minimum Initial (s)	4	10	4	6	10
Vehicle Extension (s)	0.2	0.2	0.2	0.2	1
Minimum Gap (s)	1	1	1	1	1
Time Before Reduce (s)	0.8	1	1	1	1
Time To Reduce (s)	0.1	0.1	0.1	0.1	0.1
Walk Time (s)		10		10	7
Flash Dont Walk (s)		10		10	16
Dual Entry	No	No	No	No	No
Inhibit Max	No	No	No	Yes	No
Start Time (s)	0.6	76.6	54.6	18.6	76.6
End Time (s)	18.6	0.6	76.6	54.6	18.6
Yield/Force Off (s)	14.6	115.5	72.6	50	13.5
Yield/Force Off 170(s)	14.6	105.5	72.6	40	117.5
Local Start Time (s)	70.6	26.6	4.6	88.6	26.6
Local Yield (s)	84.6	65.5	22.6	0	83.5
Local Yield 170(s)	84.6	55.5	22.6	110	67.5

Intersection Summary

Cycle Length	120
Control Type	Actuated-Coordinated
Natural Cycle	70
Offset: 50 (42%), Referenced to phase 4:EBTL, Start of Yellow	

Splits and Phases: 3: Broadway & US 101 SB Off Ramp/US 101 SB On Ramp



Timing Report, Sorted By Phase
4: Broadway & Rollins Rd

02/19/2022

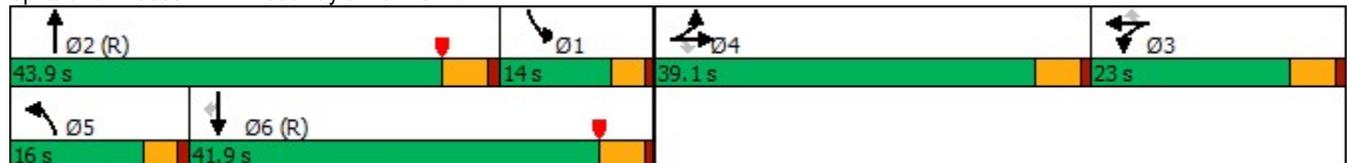


Phase Number	1	2	3	4	5	6
Movement	SBL	NBT	WBTL	EBTL	NBL	SBT
Lead/Lag	Lag	Lead	Lag	Lead	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Min	None	None	None	C-Min
Maximum Split (s)	14	43.9	23	39.1	16	41.9
Maximum Split (%)	11.7%	36.6%	19.2%	32.6%	13.3%	34.9%
Minimum Split (s)	10	26.1	15.1	39.1	10	29.1
Yellow Time (s)	3	4.1	4.1	4.1	3	4.1
All-Red Time (s)	1	1	1	1	1	1
Minimum Initial (s)	6	10	10	10	6	10
Vehicle Extension (s)	0.2	0.2	0.2	0.2	0.2	0.2
Minimum Gap (s)	1	1	1	1	1	1
Time Before Reduce (s)	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0
Walk Time (s)		10		5		5
Flash Dont Walk (s)		10		29		19
Dual Entry	No	No	No	No	No	No
Inhibit Max	No	Yes	No	No	No	Yes
Start Time (s)	7.1	83.2	60.2	21.1	83.2	99.2
End Time (s)	21.1	7.1	83.2	60.2	99.2	21.1
Yield/Force Off (s)	17.1	2	78.1	55.1	95.2	16
Yield/Force Off 170(s)	17.1	112	78.1	26.1	95.2	117
Local Start Time (s)	5.1	81.2	58.2	19.1	81.2	97.2
Local Yield (s)	15.1	0	76.1	53.1	93.2	14
Local Yield 170(s)	15.1	110	76.1	24.1	93.2	115

Intersection Summary

Cycle Length	120
Control Type	Actuated-Coordinated
Natural Cycle	95
Offset: 2 (2%), Referenced to phase 2:NBT and 6:SBT, Start of Yellow	

Splits and Phases: 4: Broadway & Rollins Rd



Timing Report, Sorted By Phase

5: Old Bayshore Hwy & North Driveway

02/19/2022

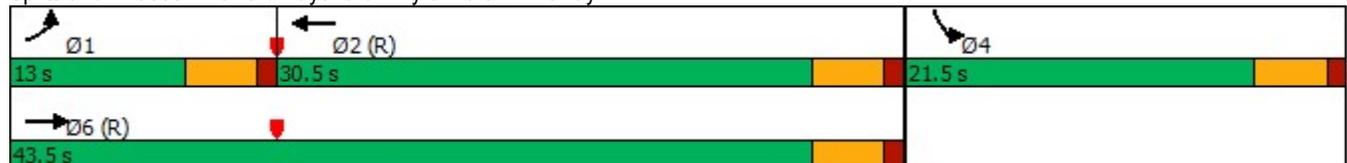


Phase Number	1	2	4	6
Movement	EBL	WBT	SBL	EBT
Lead/Lag	Lead	Lag		
Lead-Lag Optimize	Yes	Yes		
Recall Mode	Max	Max	Max	Max
Maximum Split (s)	13	30.5	21.5	43.5
Maximum Split (%)	20.0%	46.9%	33.1%	66.9%
Minimum Split (s)	9.5	21.5	21.5	21.5
Yellow Time (s)	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1
Minimum Initial (s)	5	5	5	5
Vehicle Extension (s)	3	3	3	3
Minimum Gap (s)	3	3	3	3
Time Before Reduce (s)	0	0	0	0
Time To Reduce (s)	0	0	0	0
Walk Time (s)		7	7	7
Flash Dont Walk (s)		10	10	10
Dual Entry	No	Yes	Yes	Yes
Inhibit Max	Yes	Yes	Yes	Yes
Start Time (s)	52	0	30.5	52
End Time (s)	0	30.5	52	30.5
Yield/Force Off (s)	60.5	26	47.5	26
Yield/Force Off 170(s)	60.5	16	37.5	16
Local Start Time (s)	52	0	30.5	52
Local Yield (s)	60.5	26	47.5	26
Local Yield 170(s)	60.5	16	37.5	16

Intersection Summary

Cycle Length	65
Control Type	Pretimed
Natural Cycle	65
Offset: 0 (0%), Referenced to phase 2:WBT and 6:EBT, Start of Green	

Splits and Phases: 5: Old Bayshore Hwy & North Driveway



Timing Report, Sorted By Phase

1: US 101 NB On/Off Ramp/South Driveway Full Access & Old Bayshore Hwy

02/19/2022

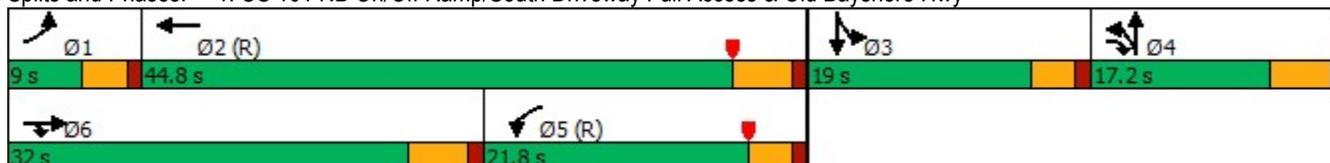


Phase Number	1	2	3	4	5	6
Movement	EBL	WBT	SBTL	NBTL	WBL	EBT
Lead/Lag	Lead	Lag	Lead	Lag	Lag	Lead
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Min	None	None	C-Max	Max
Maximum Split (s)	9	44.8	19	17.2	21.8	32
Maximum Split (%)	10.0%	49.8%	21.1%	19.1%	24.2%	35.6%
Minimum Split (s)	8	22.1	10	11.1	12	13.1
Yellow Time (s)	3	4.1	3	4.1	3	4.1
All-Red Time (s)	1	1	1	1	1	1
Minimum Initial (s)	4	8	6	6	8	8
Vehicle Extension (s)	3	3	3	3	3	3
Minimum Gap (s)	1	1	1	1	2	1
Time Before Reduce (s)	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0
Walk Time (s)		7				
Flash Dont Walk (s)		10				
Dual Entry	No	Yes	No	No	No	Yes
Inhibit Max	No	No	No	No	No	No
Start Time (s)	58.6	67.6	22.4	41.4	0.6	58.6
End Time (s)	67.6	22.4	41.4	58.6	22.4	0.6
Yield/Force Off (s)	63.6	17.3	37.4	53.5	18.4	85.5
Yield/Force Off 170(s)	63.6	7.3	37.4	53.5	18.4	85.5
Local Start Time (s)	41.3	50.3	5.1	24.1	73.3	41.3
Local Yield (s)	46.3	0	20.1	36.2	1.1	68.2
Local Yield 170(s)	46.3	80	20.1	36.2	1.1	68.2

Intersection Summary

Cycle Length	90
Control Type	Actuated-Coordinated
Natural Cycle	90
Offset: 17.3 (19%), Referenced to phase 2:WBT and 5:WBL, Start of Yellow	

Splits and Phases: 1: US 101 NB On/Off Ramp/South Driveway Full Access & Old Bayshore Hwy



Timing Report, Sorted By Phase
 2: Broadway/Airport Blvd & Old Bayshore Hwy

02/19/2022

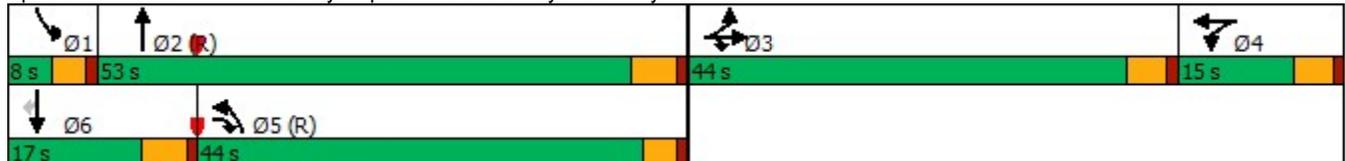


Phase Number	1	2	3	4	5	6
Movement	SBL	NBT	EBTL	WBTL	NBL	SBT
Lead/Lag	Lead	Lag	Lead	Lag	Lag	Lead
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	None	C-Max	None
Maximum Split (s)	8	53	44	15	44	17
Maximum Split (%)	6.7%	44.2%	36.7%	12.5%	36.7%	14.2%
Minimum Split (s)	8	35.1	10.7	15	8	15
Yellow Time (s)	3	4.1	3.7	3.7	3	4.1
All-Red Time (s)	1	1	1	1	1	1
Minimum Initial (s)	4	8	6	6	4	8
Vehicle Extension (s)	3	3	3	3	3	3
Minimum Gap (s)	1	1	1	1	1	1
Time Before Reduce (s)	0.8	1	1	0.8	1	0.8
Time To Reduce (s)	0.1	0.1	0.1	0.1	0.1	0.1
Walk Time (s)		5		5		5
Flash Dont Walk (s)		25		25		30
Dual Entry	No	No	No	No	No	No
Inhibit Max	No	Yes	No	No	Yes	No
Start Time (s)	103	111	44	88	0	103
End Time (s)	111	44	88	103	44	0
Yield/Force Off (s)	107	38.9	83.3	98.3	40	114.9
Yield/Force Off 170(s)	107	13.9	83.3	73.3	40	84.9
Local Start Time (s)	103	111	44	88	0	103
Local Yield (s)	107	38.9	83.3	98.3	40	114.9
Local Yield 170(s)	107	13.9	83.3	73.3	40	84.9

Intersection Summary

Cycle Length	120
Control Type	Actuated-Coordinated
Natural Cycle	75
Offset: 0 (0%), Referenced to phase 2:NBT and 5:NBL, Start of Green	

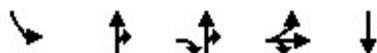
Splits and Phases: 2: Broadway/Airport Blvd & Old Bayshore Hwy



Timing Report, Sorted By Phase

3: Broadway & US 101 SB Off Ramp/US 101 SB On Ramp

02/19/2022

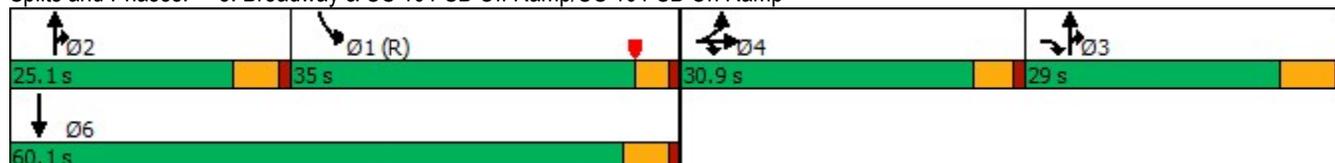


Phase Number	1	2	3	4	6
Movement	SBL	NBT	NBT	EBTL	SBT
Lead/Lag	Lag	Lead	Lag	Lead	
Lead-Lag Optimize	Yes	Yes	Yes	Yes	
Recall Mode	C-Max	None	None	None	None
Maximum Split (s)	35	25.1	29	30.9	60.1
Maximum Split (%)	29.2%	20.9%	24.2%	25.8%	50.1%
Minimum Split (s)	8	25.1	11	24.6	28.1
Yellow Time (s)	3	4.1	5	3.6	4.1
All-Red Time (s)	1	1	1	1	1
Minimum Initial (s)	4	10	4	6	10
Vehicle Extension (s)	3	3	3	3	3
Minimum Gap (s)	1	1	1	1	1
Time Before Reduce (s)	0.8	1	0	1	1
Time To Reduce (s)	0.1	0.1	0	0.1	0.1
Walk Time (s)					7
Flash Dont Walk (s)					16
Dual Entry	No	No	No	No	No
Inhibit Max	No	No	No	No	No
Start Time (s)	26.4	1.3	92.3	61.4	1.3
End Time (s)	61.4	26.4	1.3	92.3	61.4
Yield/Force Off (s)	57.4	21.3	115.3	87.7	56.3
Yield/Force Off 170(s)	57.4	21.3	115.3	87.7	40.3
Local Start Time (s)	89	63.9	34.9	4	63.9
Local Yield (s)	0	83.9	57.9	30.3	118.9
Local Yield 170(s)	0	83.9	57.9	30.3	102.9

Intersection Summary

Cycle Length 120
 Control Type Actuated-Coordinated
 Natural Cycle 90
 Offset: 57.4 (48%), Referenced to phase 1:SBL, Start of Yellow

Splits and Phases: 3: Broadway & US 101 SB Off Ramp/US 101 SB On Ramp



Timing Report, Sorted By Phase
4: Broadway & Rollins Rd

02/19/2022

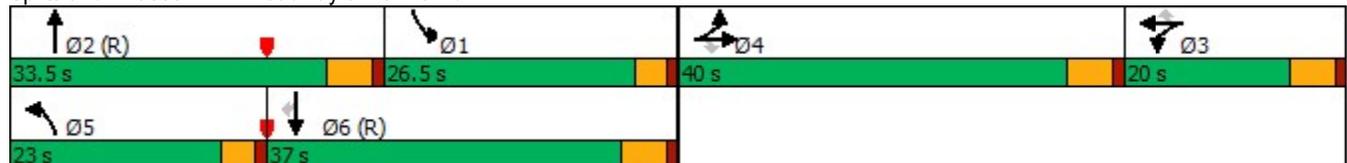


Phase Number	1	2	3	4	5	6
Movement	SBL	NBT	WBTL	EBTL	NBL	SBT
Lead/Lag	Lag	Lead	Lag	Lead	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Min	None	None	None	C-Min
Maximum Split (s)	26.5	33.5	20	40	23	37
Maximum Split (%)	22.1%	27.9%	16.7%	33.3%	19.2%	30.8%
Minimum Split (s)	10	26.1	15.1	39.1	10	29.1
Yellow Time (s)	3	4.1	4.1	4.1	3	4.1
All-Red Time (s)	1	1	1	1	1	1
Minimum Initial (s)	6	10	10	10	6	10
Vehicle Extension (s)	0.2	0.2	0.2	0.2	0.2	0.2
Minimum Gap (s)	1	1	1	1	1	1
Time Before Reduce (s)	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0
Walk Time (s)		10		5		5
Flash Dont Walk (s)		10		29		19
Dual Entry	No	No	No	No	No	No
Inhibit Max	No	No	No	No	No	No
Start Time (s)	105.5	72	52	12	72	95
End Time (s)	12	105.5	72	52	95	12
Yield/Force Off (s)	8	100.4	66.9	46.9	91	6.9
Yield/Force Off 170(s)	8	90.4	66.9	17.9	91	107.9
Local Start Time (s)	10.5	97	77	37	97	0
Local Yield (s)	33	5.4	91.9	71.9	116	31.9
Local Yield 170(s)	33	115.4	91.9	42.9	116	12.9

Intersection Summary

Cycle Length	120
Control Type	Actuated-Coordinated
Natural Cycle	95
Offset: 95 (79%), Referenced to phase 2:NBT and 6:SBT, Start of Green	

Splits and Phases: 4: Broadway & Rollins Rd



Timing Report, Sorted By Phase

5: Old Bayshore Hwy & North Driveway

02/19/2022

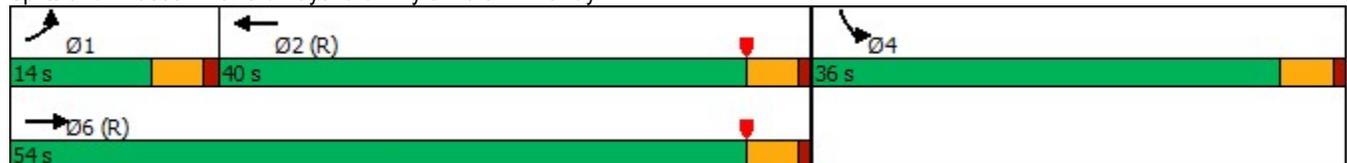


Phase Number	1	2	4	6
Movement	EBL	WBT	SBL	EBT
Lead/Lag	Lead	Lag		
Lead-Lag Optimize	Yes	Yes		
Recall Mode	None	C-Max	None	C-Max
Maximum Split (s)	14	40	36	54
Maximum Split (%)	15.6%	44.4%	40.0%	60.0%
Minimum Split (s)	9.5	22.5	22.5	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1
Minimum Initial (s)	5	5	5	5
Vehicle Extension (s)	3	3	3	3
Minimum Gap (s)	3	3	3	3
Time Before Reduce (s)	0	0	0	0
Time To Reduce (s)	0	0	0	0
Walk Time (s)		7	7	7
Flash Dont Walk (s)		11	11	11
Dual Entry	No	Yes	Yes	Yes
Inhibit Max	Yes	Yes	Yes	Yes
Start Time (s)	76	0	40	76
End Time (s)	0	40	76	40
Yield/Force Off (s)	85.5	35.5	71.5	35.5
Yield/Force Off 170(s)	85.5	24.5	60.5	24.5
Local Start Time (s)	40.5	54.5	4.5	40.5
Local Yield (s)	50	0	36	0
Local Yield 170(s)	50	79	25	79

Intersection Summary

Cycle Length	90
Control Type	Actuated-Coordinated
Natural Cycle	55
Offset: 35.5 (39%), Referenced to phase 2:WBT and 6:EBT, Start of Yellow	

Splits and Phases: 5: Old Bayshore Hwy & North Driveway



Appendix C – SimTraffic Results

SimTraffic Post-Processor
Average Results from 11 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing AM
AM Peak Hour

Intersection 1 South Driveway Full Access/US 101 NB Off-Ramp/Old Bayshore Hwy Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn	344	347	100.9%	24.3	313	388	51.8	5.7	46.4	62.2	D
	Through	7	9	122.9%	3.2	4	14	61.8	11.3	45.4	85.3	E
	Right Turn	418	424	101.3%	18.1	395	450	31.6	6.6	25.2	44.9	C
	Second Right											
	Subtotal	769	779	101.3%	23.5	751	822	41.0	5.9	35.3	53.2	D
SB	U Turn											
	Second Left											
	Left Turn	12	13	104.2%	4.1	4	20	59.0	23.8	35.5	106.6	E
	Through	10	9	92.0%	3.3	3	15	54.1	35.5	0.0	119.1	D
	Right Turn	5	6	126.0%	3.6	2	12	19.2	21.5	0.0	66.1	B
	Second Right											
	Subtotal	27	28	103.7%	6.7	17	41	47.4	15.5	25.2	83.9	D
EB	U Turn											
	Second Left											
	Left Turn	8	8	101.3%	2.1	4	12	73.6	50.7	23.7	173.2	E
	Through	327	317	97.0%	11.1	304	338	136.3	30.6	86.3	171.5	F
	Right Turn	75	78	104.0%	8.3	65	87	120.0	50.3	41.1	179.7	F
	Second Right											
	Subtotal	410	403	98.4%	11.4	386	427	132.6	33.7	79.4	173.2	F
WB	U Turn											
	Second Left											
	Left Turn	902	857	95.0%	35.3	804	913	13.8	2.6	10.3	17.7	B
	Through	359	348	96.8%	34.2	296	392	3.7	0.9	2.3	5.7	A
	Right Turn	7	7	95.7%	2.4	3	10	1.2	0.9	0.0	2.7	A
	Second Right											
	Subtotal	1,268	1,211	95.5%	68.5	1,103	1,306	10.9	1.9	8.3	13.5	B
Total		2,474	2,422	97.9%	87.2	2,282	2,513	41.1	6.3	32.6	52.3	D

SimTraffic Post-Processor
Average Results from 11 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing AM
AM Peak Hour

Intersection 2 Airport Blvd/Old Bayshore Hwy Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn	1,152	1,091	94.7%	61.6	993	1,176	61.6	13.9	39.9	81.9	E
	Through	389	376	96.6%	31.7	321	409	11.9	4.2	8.3	19.0	B
	Right Turn	16	13	81.9%	3.6	8	19	11.1	7.4	1.4	24.4	B
	Second Right											
	Subtotal	1,557	1,479	95.0%	88.7	1,330	1,594	49.4	13.1	30.9	70.3	D
SB	U Turn											
	Second Left											
	Left Turn	4	3	77.5%	1.3	1	5	31.2	41.1	0.0	93.3	C
	Through	83	83	99.4%	11.1	66	105	25.9	4.6	19.0	33.0	C
	Right Turn	102	102	99.8%	9.2	88	112	11.9	4.3	7.4	17.4	B
	Second Right											
	Subtotal	189	187	99.2%	13.0	175	211	18.6	2.4	15.3	23.6	B
EB	U Turn											
	Second Left											
	Left Turn	140	137	97.8%	10.7	122	154	67.8	3.8	61.0	72.8	E
	Through	8	11	131.3%	1.8	7	13	49.1	23.4	15.9	83.9	D
	Right Turn	609	597	98.0%	17.6	579	634	5.0	0.2	4.8	5.2	A
	Second Right											
	Subtotal	757	744	98.3%	21.5	709	779	16.3	2.4	13.9	20.7	B
WB	U Turn											
	Second Left											
	Left Turn	15	14	94.0%	1.1	12	16	54.6	34.2	13.1	110.0	D
	Through	14	14	97.1%	3.2	10	18	41.7	21.1	0.0	63.7	D
	Right Turn	6	5	88.3%	2.8	1	9	2.3	2.3	0.0	7.2	A
	Second Right											
	Subtotal	35	33	94.3%	3.3	28	40	43.7	14.5	25.5	70.9	D
Total		2,538	2,444	96.3%	98.8	2,272	2,553	36.1	6.7	24.7	45.5	D

SimTraffic Post-Processor
Average Results from 11 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing AM
AM Peak Hour

Intersection 3

Broadway/US 101 SB Off Ramp

Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn											
	Through	1,194	1,156	96.8%	74.4	1,031	1,254	69.1	32.6	22.5	112.6	E
	Right Turn	471	461	97.8%	39.7	401	516	18.6	5.8	11.5	28.0	B
	Second Right											
	Subtotal	1,665	1,617	97.1%	109.2	1,432	1,756	55.1	25.1	19.2	89.3	E
SB	U Turn											
	Second Left											
	Left Turn	186	185	99.2%	6.6	177	195	45.5	8.7	31.7	58.3	D
	Through	521	505	96.9%	17.2	481	534	21.0	1.7	18.1	23.5	C
	Right Turn											
	Second Right											
	Subtotal	707	689	97.5%	18.3	670	726	28.1	2.9	24.3	32.9	C
EB	U Turn											
	Second Left											
	Left Turn	363	340	93.8%	16.4	326	376	134.5	48.5	65.4	202.1	F
	Through											
	Right Turn	689	678	98.3%	16.6	642	699	30.0	11.8	11.8	42.3	C
	Second Right											
	Subtotal	1,052	1,018	96.8%	22.1	976	1,057	63.8	23.1	30.1	99.5	E
WB	U Turn											
	Second Left											
	Left Turn											
	Through											
	Right Turn											
	Second Right											
	Subtotal											
Total		3,424	3,324	97.1%	116.2	3,137	3,457	51.5	12.7	26.9	69.1	D

SimTraffic Post-Processor
Average Results from 11 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing AM
AM Peak Hour

Intersection 4		Broadway/Rollins Rd						Signal				
Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn	187	181	96.6%	12.6	166	208	117.9	38.9	78.3	181.4	F
	Through	1,165	1,127	96.7%	70.2	1,016	1,238	76.6	54.6	28.7	167.6	E
	Right Turn	35	36	103.4%	7.7	26	50	61.6	37.2	21.5	108.2	E
	Second Right											
	Subtotal	1,387	1,343	96.9%	80.5	1,214	1,472	82.0	51.6	35.2	169.2	F
SB	U Turn											
	Second Left											
	Left Turn	218	215	98.8%	12.6	190	232	41.8	10.1	26.6	55.3	D
	Through	730	719	98.5%	18.9	677	744	17.0	3.2	11.0	20.3	B
	Right Turn	262	256	97.9%	15.0	228	282	3.8	0.9	2.5	4.9	A
	Second Right											
	Subtotal	1,210	1,191	98.4%	23.4	1,143	1,218	18.6	2.2	14.6	22.6	B
EB	U Turn											
	Second Left											
	Left Turn	147	145	98.5%	9.4	125	161	61.7	9.5	50.0	72.3	E
	Through	57	59	104.2%	8.2	49	74	40.0	8.4	28.8	58.1	D
	Right Turn	98	98	100.0%	9.1	87	114	6.2	0.9	5.0	7.4	A
	Second Right											
	Subtotal	302	302	100.1%	16.1	284	337	40.3	7.4	31.9	53.1	D
WB	U Turn											
	Second Left											
	Left Turn	105	98	93.2%	13.5	75	114	59.3	14.5	40.8	80.6	E
	Through	183	178	97.3%	7.2	169	188	115.2	37.2	58.2	151.2	F
	Right Turn	353	331	93.9%	40.2	256	366	72.7	40.3	13.2	125.5	E
	Second Right											
	Subtotal	641	607	94.7%	48.0	518	644	83.5	33.3	32.0	117.9	F
Total		3,540	3,443	97.3%	121.9	3,235	3,574	53.4	18.1	27.9	80.6	D

SimTraffic Post-Processor
Average Results from 11 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing AM
AM Peak Hour

Intersection 5

North Driveway/Old Bayshore Hwy

Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn											
	Through											
	Right Turn											
	Second Right											
	Subtotal											
SB	U Turn											
	Second Left											
	Left Turn											
	Through											
	Right Turn	8	8	101.3%	2.2	5	11	4.4	2.6	2.1	8.7	A
	Second Right											
	Subtotal	8	8	101.3%	2.2	5	11	4.4	2.6	2.1	8.7	A
EB	U Turn											
	Second Left											
	Left Turn	5	4	74.0%	1.8	1	7	4.4	8.0	0.0	20.9	A
	Through	410	406	99.1%	15.5	389	444	26.2	38.8	1.1	130.9	C
	Right Turn											
	Second Right											
	Subtotal	415	410	98.8%	15.5	392	448	26.1	38.7	1.1	130.9	C
WB	U Turn											
	Second Left											
	Left Turn											
	Through	697	694	99.6%	60.1	598	784	1.2	0.2	0.9	1.3	A
	Right Turn	11	12	108.2%	2.2	8	16	1.2	0.7	0.5	2.7	A
	Second Right											
	Subtotal	708	706	99.7%	60.5	609	794	1.2	0.2	0.9	1.3	A
Total		1,131	1,124	99.4%	64.8	1,024	1,205	10.9	15.3	1.2	52.6	B

SimTraffic Post-Processor
Average Results from 11 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing PM
PM Peak Hour

Intersection 1 South Driveway Full Access/US 101 NB Off-Ramp/Old Bayshore Hwy Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn	179	182	101.9%	14.9	165	205	72.1	10.4	58.7	96.7	E
	Through	4	4	100.0%	1.8	2	8	68.7	55.8	0.0	166.0	E
	Right Turn	357	363	101.6%	24.0	331	410	55.2	9.5	45.1	77.3	E
	Second Right											
	Subtotal	540	549	101.7%	23.1	513	582	61.0	9.9	51.3	84.1	E
SB	U Turn											
	Second Left											
	Left Turn	17	16	92.9%	6.7	6	27	53.6	16.8	35.4	90.0	D
	Through	11	12	107.3%	3.0	7	19	66.5	32.2	27.9	140.8	E
	Right Turn	7	7	101.4%	3.0	3	13	23.8	35.8	0.0	102.4	C
	Second Right											
	Subtotal	35	35	99.1%	6.7	24	44	55.7	21.1	23.1	95.0	E
EB	U Turn											
	Second Left											
	Left Turn	12	12	101.7%	2.4	8	17	96.1	29.0	39.2	136.0	F
	Through	700	697	99.6%	14.1	676	713	89.6	26.9	46.0	143.4	F
	Right Turn	230	228	99.0%	10.0	212	242	71.9	29.5	20.6	115.3	E
	Second Right											
	Subtotal	942	937	99.5%	17.5	907	966	85.1	27.4	38.3	137.0	F
WB	U Turn											
	Second Left											
	Left Turn	645	635	98.4%	33.0	569	688	19.1	4.3	12.2	26.0	B
	Through	231	253	109.4%	12.3	228	271	4.0	2.0	1.1	7.4	A
	Right Turn	18	21	116.7%	5.5	14	33	1.4	0.9	0.3	2.8	A
	Second Right											
	Subtotal	894	908	101.6%	37.0	849	959	15.0	3.4	9.2	20.7	B
Total		2,411	2,430	100.8%	48.3	2,359	2,500	52.6	9.4	35.9	65.9	D

SimTraffic Post-Processor
Average Results from 11 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing PM
PM Peak Hour

Intersection 2 Airport Blvd/Old Bayshore Hwy Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn	738	727	98.6%	28.9	685	774	32.0	8.2	21.5	46.2	C
	Through	246	269	109.2%	20.3	243	293	5.5	1.1	3.4	6.8	A
	Right Turn	14	14	100.0%	2.7	11	18	4.3	3.8	1.7	14.3	A
	Second Right											
	Subtotal	998	1,010	101.2%	28.0	967	1,069	24.8	6.1	17.5	35.8	C
SB	U Turn											
	Second Left											
	Left Turn	4	3	80.0%	1.9	1	6	35.9	40.7	0.0	115.3	D
	Through	155	156	100.4%	8.4	144	170	27.9	3.5	23.3	35.0	C
	Right Turn	140	140	100.0%	11.2	127	156	8.1	2.2	4.9	12.5	A
	Second Right											
	Subtotal	299	299	99.9%	8.5	285	307	18.8	2.1	15.6	21.6	B
EB	U Turn											
	Second Left											
	Left Turn	149	144	96.3%	14.0	128	177	52.8	13.3	39.5	85.9	D
	Through	12	38	316.7%	7.5	24	49	45.0	13.7	19.7	67.9	D
	Right Turn	913	904	99.0%	19.2	868	929	28.2	5.7	18.0	34.4	C
	Second Right											
	Subtotal	1,074	1,086	101.1%	25.1	1,040	1,125	32.2	5.0	25.2	40.5	C
WB	U Turn											
	Second Left											
	Left Turn	7	7	100.0%	3.2	2	12	40.6	19.4	0.3	59.7	D
	Through	16	16	97.5%	3.3	10	22	42.5	13.6	19.7	59.3	D
	Right Turn	7	9	121.4%	4.1	4	17	12.1	17.9	3.6	62.1	B
	Second Right											
	Subtotal	30	31	103.7%	4.8	24	42	35.3	9.1	24.0	51.8	D
Total		2,401	2,426	101.0%	37.2	2,369	2,482	27.6	4.3	21.5	33.0	C

SimTraffic Post-Processor
 Average Results from 11 Runs
 Volume and Delay by Movement

1300 Old Bayshore
 Existing PM
 PM Peak Hour

Intersection 3 Broadway/US 101 SB Off Ramp Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn											
	Through	842	844	100.2%	24.7	800	882	20.9	2.3	18.0	25.1	C
	Right Turn	547	542	99.0%	35.6	496	619	16.7	1.7	13.3	19.2	B
	Second Right											
	Subtotal	1,389	1,386	99.7%	45.0	1,322	1,467	19.3	2.0	16.1	22.9	B
SB	U Turn											
	Second Left											
	Left Turn	407	401	98.6%	14.5	382	430	43.1	2.6	39.7	46.9	D
	Through	668	684	102.3%	22.5	631	709	15.2	2.7	10.6	19.6	B
	Right Turn											
	Second Right											
	Subtotal	1,075	1,085	100.9%	19.1	1,054	1,123	26.1	1.8	22.7	29.0	C
EB	U Turn											
	Second Left											
	Left Turn	156	156	99.7%	11.5	138	175	47.7	9.2	38.3	67.5	D
	Through											
	Right Turn	940	941	100.1%	25.4	915	987	26.6	5.5	19.2	33.7	C
	Second Right											
	Subtotal	1,096	1,097	100.1%	29.4	1,056	1,143	29.8	5.4	22.8	38.2	C
WB	U Turn											
	Second Left											
	Left Turn											
	Through											
	Right Turn											
	Second Right											
	Subtotal											
Total		3,560	3,568	100.2%	62.8	3,472	3,687	24.8	2.2	21.1	28.0	C

SimTraffic Post-Processor
Average Results from 11 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing PM
PM Peak Hour

Intersection 4		Broadway/Rollins Rd						Signal				
Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn	131	131	99.6%	8.0	117	143	77.6	16.7	55.4	114.3	E
	Through	891	893	100.3%	33.9	845	937	38.7	10.8	26.9	61.5	D
	Right Turn	42	40	95.2%	9.0	24	53	42.4	19.0	21.6	86.9	D
	Second Right											
	Subtotal	1,064	1,064	100.0%	29.6	1,014	1,101	43.5	10.6	30.8	65.0	D
SB	U Turn											
	Second Left											
	Left Turn	413	420	101.7%	17.7	394	446	57.9	8.1	48.5	75.5	E
	Through	1,075	1,069	99.5%	30.6	1,031	1,131	18.0	2.1	14.9	21.7	B
	Right Turn	120	119	98.8%	9.6	103	129	3.5	0.6	2.9	4.6	A
	Second Right											
	Subtotal	1,608	1,608	100.0%	31.4	1,572	1,676	27.1	2.5	22.5	29.8	C
EB	U Turn											
	Second Left											
	Left Turn	330	319	96.8%	20.6	286	359	114.1	49.0	56.9	181.2	F
	Through	204	205	100.3%	14.7	176	222	58.4	15.1	35.1	80.5	E
	Right Turn	172	171	99.6%	15.0	143	201	22.2	10.0	11.1	42.4	C
	Second Right											
	Subtotal	706	695	98.5%	21.2	671	729	74.8	22.8	41.8	113.6	E
WB	U Turn											
	Second Left											
	Left Turn	42	40	95.7%	8.9	30	59	58.8	13.0	41.6	79.6	E
	Through	67	63	94.3%	7.1	51	71	51.6	16.4	24.2	76.7	D
	Right Turn	168	165	98.3%	12.5	151	191	4.7	2.0	2.7	8.3	A
	Second Right											
	Subtotal	277	269	96.9%	25.0	234	320	23.4	5.0	14.9	29.6	C
Total		3,655	3,636	99.5%	59.0	3,547	3,754	40.7	3.3	35.3	49.8	D

SimTraffic Post-Processor
Average Results from 11 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing PM
PM Peak Hour

Intersection 5

North Driveway/Old Bayshore Hwy

Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn											
	Through											
	Right Turn											
	Second Right											
	Subtotal											
SB	U Turn											
	Second Left											
	Left Turn	33	30	90.9%	9.8	14	46	274.5	328.4	16.5	900.0	F
	Through											
	Right Turn	15	16	103.3%	5.3	8	25	150.1	203.9	0.0	667.3	F
	Second Right											
	Subtotal	48	46	94.8%	14.8	22	71	95.3	105.1	0.0	283.2	F
EB	U Turn											
	Second Left											
	Left Turn	14	16	114.3%	3.9	10	23	5.4	5.1	0.5	18.6	A
	Through	909	893	98.2%	29.4	838	924	13.8	16.5	1.7	52.2	B
	Right Turn											
	Second Right											
	Subtotal	923	909	98.4%	28.3	855	937	13.7	16.3	1.7	51.6	B
WB	U Turn											
	Second Left											
	Left Turn											
	Through	409	419	102.5%	14.6	402	444	0.9	0.2	0.7	1.2	A
	Right Turn	8	7	86.3%	1.8	4	9	0.7	0.7	0.0	1.8	A
	Second Right											
	Subtotal	417	426	102.2%	15.0	407	451	0.9	0.2	0.7	1.2	A
Total		1,388	1,380	99.4%	34.6	1,310	1,429	13.3	11.7	2.0	33.6	B

SimTraffic Post-Processor
 Average Results from 13 Runs
 Volume and Delay by Movement

1300 Old Bayshore
 Existing PP AM 1A 2
 AM Peak Hour

Intersection 1 South Driveway Full Access/US 101 NB Off-Ramp/Old Bayshore Hwy Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn	624	618	99.0%	25.3	557	652	36.1	5.5	28.9	50.2	D
	Through	241	238	98.6%	10.4	222	256	37.9	8.8	24.2	49.9	D
	Right Turn	418	417	99.7%	17.3	393	442	24.7	8.6	13.4	37.5	C
	Second Right											
	Subtotal	1,283	1,272	99.1%	27.4	1,207	1,303	32.8	6.6	25.5	45.7	C
SB	U Turn											
	Second Left											
	Left Turn	40	41	102.5%	7.6	31	53	38.9	10.4	22.1	58.6	D
	Through	30	31	104.0%	5.2	26	42	41.2	8.2	23.9	53.3	D
	Right Turn	7	7	102.9%	3.0	4	11	21.0	17.0	0.0	51.7	C
	Second Right											
	Subtotal	77	79	103.1%	8.8	63	95	40.2	4.7	32.5	47.2	D
EB	U Turn											
	Second Left											
	Left Turn	101	98	96.8%	5.1	89	106	45.0	5.3	38.8	53.5	D
	Through	373	390	104.4%	17.8	361	411	40.0	3.4	36.4	46.2	D
	Right Turn	99	96	97.3%	8.2	84	109	12.0	2.5	7.7	16.0	B
	Second Right											
	Subtotal	573	584	101.8%	20.2	548	615	35.8	3.5	31.8	42.1	D
WB	U Turn											
	Second Left											
	Left Turn	902	872	96.7%	24.8	833	899	60.2	7.9	46.0	68.2	E
	Through	541	541	100.0%	21.3	524	587	21.4	2.6	17.0	24.9	C
	Right Turn	36	34	95.0%	5.9	25	41	17.5	3.9	11.4	22.6	B
	Second Right											
	Subtotal	1,479	1,448	97.9%	25.0	1,412	1,489	45.2	5.8	35.1	51.7	D
Total		3,412	3,383	99.1%	18.7	3,336	3,409	38.8	3.2	35.0	43.8	D

SimTraffic Post-Processor
Average Results from 13 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing PP AM 1A 2
AM Peak Hour

Intersection 2 Airport Blvd/Old Bayshore Hwy Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn	1,536	1,466	95.4%	20.4	1,440	1,503	28.1	3.7	24.0	36.7	C
	Through	389	379	97.5%	14.7	356	403	4.5	1.0	3.2	6.9	A
	Right Turn	16	15	95.6%	2.8	12	21	2.3	1.4	1.1	5.0	A
	Second Right											
	Subtotal	1,941	1,861	95.9%	28.5	1,811	1,908	23.3	3.0	20.0	29.9	C
SB	U Turn											
	Second Left											
	Left Turn	4	2	60.0%	1.3	1	5	33.6	49.9	0.0	121.8	C
	Through	83	85	102.8%	9.3	71	98	81.5	21.5	59.9	116.5	F
	Right Turn	114	118	103.1%	9.9	99	135	23.8	4.8	16.7	32.8	C
	Second Right											
	Subtotal	201	205	102.1%	14.1	183	226	49.5	11.1	39.8	68.4	D
EB	U Turn											
	Second Left											
	Left Turn	140	131	93.5%	14.0	114	156	118.7	47.3	72.9	212.8	F
	Through	8	20	251.3%	4.3	14	25	108.8	57.2	20.6	229.0	F
	Right Turn	683	688	100.7%	20.1	652	719	12.6	2.0	10.8	16.9	B
	Second Right											
	Subtotal	831	839	101.0%	22.7	804	884	31.1	8.4	21.8	44.0	C
WB	U Turn											
	Second Left											
	Left Turn	15	12	82.7%	3.3	7	17	80.6	46.3	13.0	141.3	F
	Through	14	17	121.4%	3.2	10	21	101.4	47.6	15.4	192.0	F
	Right Turn	6	6	91.7%	2.6	2	9	15.6	24.5	0.0	81.5	B
	Second Right											
	Subtotal	35	35	99.7%	5.8	25	41	81.5	34.5	17.7	122.0	F
Total		3,008	2,940	97.7%	33.6	2,902	2,995	28.2	3.2	24.1	34.1	C

SimTraffic Post-Processor
Average Results from 13 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing PP AM 1A 2
AM Peak Hour

Intersection 3 Broadway/US 101 SB Off Ramp Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn											
	Through	1,346	1,296	96.2%	25.8	1,250	1,330	60.1	11.3	43.1	74.2	E
	Right Turn	471	445	94.6%	8.9	429	461	22.5	4.5	16.3	29.6	C
	Second Right											
	Subtotal	1,817	1,741	95.8%	27.0	1,700	1,791	50.2	9.0	36.5	61.0	D
SB	U Turn											
	Second Left											
	Left Turn	242	242	99.8%	14.0	222	274	45.7	3.8	40.5	52.2	D
	Through	539	543	100.7%	13.0	527	568	20.2	3.1	16.2	25.8	C
	Right Turn											
	Second Right											
	Subtotal	781	784	100.4%	21.7	749	822	28.9	2.3	24.7	33.4	C
EB	U Turn											
	Second Left											
	Left Turn	595	583	97.9%	24.0	549	621	65.5	21.1	33.7	93.0	E
	Through											
	Right Turn	689	672	97.5%	16.5	649	699	26.0	3.6	21.4	33.4	C
	Second Right											
	Subtotal	1,284	1,254	97.7%	36.8	1,207	1,310	44.9	11.2	27.3	59.5	D
WB	U Turn											
	Second Left											
	Left Turn											
	Through											
	Right Turn											
	Second Right											
	Subtotal											
Total		3,882	3,779	97.4%	35.8	3,714	3,814	43.8	6.7	33.7	53.4	D

SimTraffic Post-Processor
Average Results from 13 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing PP AM 1A 2
AM Peak Hour

Intersection 4		Broadway/Rollins Rd						Signal				
Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn	187	186	99.5%	12.7	162	206	119.9	38.0	69.8	201.9	F
	Through	1,314	1,285	97.8%	16.7	1,254	1,302	86.0	50.2	32.1	163.6	F
	Right Turn	35	34	97.1%	5.0	26	44	94.7	74.3	30.7	257.5	F
	Second Right											
	Subtotal	1,536	1,505	98.0%	22.3	1,456	1,526	90.3	47.6	36.7	169.6	F
SB	U Turn											
	Second Left											
	Left Turn	218	216	99.0%	21.1	188	244	55.7	12.0	40.7	75.6	E
	Through	748	749	100.2%	22.0	710	792	15.2	2.8	10.3	19.7	B
	Right Turn	262	258	98.6%	18.3	233	286	4.1	0.6	3.1	5.0	A
	Second Right											
	Subtotal	1,228	1,224	99.6%	20.9	1,199	1,263	20.1	3.1	16.2	25.6	C
EB	U Turn											
	Second Left											
	Left Turn	147	132	90.1%	10.6	114	151	66.7	25.2	45.0	130.5	E
	Through	57	51	90.0%	9.7	39	70	36.9	6.3	24.0	44.3	D
	Right Turn	98	101	102.8%	11.5	79	115	7.3	1.2	5.4	9.0	A
	Second Right											
	Subtotal	302	284	94.2%	21.3	259	317	42.2	12.4	28.8	71.8	D
WB	U Turn											
	Second Left											
	Left Turn	105	95	90.9%	11.4	78	109	61.6	9.0	45.8	77.8	E
	Through	183	158	86.1%	13.5	128	183	110.6	17.7	81.7	137.6	F
	Right Turn	356	314	88.1%	24.7	275	354	99.8	28.0	40.2	131.9	F
	Second Right											
	Subtotal	644	567	88.0%	38.8	481	623	95.9	18.9	58.2	117.9	F
Total		3,710	3,580	96.5%	44.8	3,537	3,664	63.1	20.3	34.6	98.9	E

SimTraffic Post-Processor
Average Results from 13 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing PP AM 1A 2
AM Peak Hour

Intersection 5

North Driveway/Old Bayshore Hwy

Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn											
	Through											
	Right Turn											
	Second Right											
	Subtotal											
SB	U Turn											
	Second Left											
	Left Turn	70	72	102.6%	9.2	59	91	16.2	4.4	12.7	26.6	B
	Through											
	Right Turn	16	16	101.9%	4.8	8	22	3.7	2.7	0.0	7.4	A
	Second Right											
	Subtotal	86	88	102.4%	7.6	76	99	14.4	3.6	11.1	22.3	B
EB	U Turn											
	Second Left											
	Left Turn	152	152	99.9%	10.3	136	168	36.4	4.7	29.5	42.5	D
	Through	503	497	98.9%	18.7	477	523	6.4	1.1	5.2	8.6	A
	Right Turn											
	Second Right											
	Subtotal	655	649	99.1%	24.8	615	680	13.8	1.7	11.6	16.8	B
WB	U Turn											
	Second Left											
	Left Turn											
	Through	698	704	100.9%	10.7	687	716	19.1	2.0	15.8	22.2	B
	Right Turn	474	456	96.1%	19.4	423	484	24.3	4.7	18.8	31.6	C
	Second Right											
	Subtotal	1,172	1,160	98.9%	21.0	1,131	1,197	21.3	2.9	17.2	24.8	C
	Total	1,913	1,897	99.2%	29.2	1,853	1,956	18.4	2.0	15.3	21.9	B

SimTraffic Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing PP PM 1A
PM Peak Hour

Intersection 1 South Driveway Full Access/US 101 NB Off-Ramp/Old Bayshore Hwy Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn	221	214	96.8%	16.5	191	247	41.5	7.8	31.4	52.6	D
	Through	34	33	96.8%	5.9	24	42	51.6	11.6	27.2	70.7	D
	Right Turn	357	360	101.0%	16.1	332	389	30.0	8.4	16.2	42.9	C
	Second Right											
	Subtotal	612	607	99.2%	21.2	578	631	35.2	7.3	23.0	46.7	D
SB	U Turn											
	Second Left											
	Left Turn	286	285	99.8%	12.2	261	299	75.3	16.1	52.2	94.3	E
	Through	189	189	100.0%	15.1	155	213	49.6	11.4	34.7	69.5	D
	Right Turn	23	23	98.7%	3.0	16	26	34.0	16.8	12.4	74.1	C
	Second Right											
	Subtotal	498	497	99.8%	14.1	467	515	64.4	10.9	47.6	77.8	E
EB	U Turn											
	Second Left											
	Left Turn	24	25	102.9%	7.4	16	40	72.8	7.8	56.6	84.5	E
	Through	994	934	94.0%	30.3	871	971	74.4	7.7	65.3	91.9	E
	Right Turn	386	347	90.0%	27.2	282	387	66.7	5.6	59.0	78.4	E
	Second Right											
	Subtotal	1,404	1,306	93.0%	54.1	1,169	1,380	72.3	6.9	63.5	88.7	E
WB	U Turn											
	Second Left											
	Left Turn	645	605	93.7%	6.1	592	614	107.2	18.5	62.0	120.3	F
	Through	259	276	106.6%	18.8	252	309	12.6	2.0	9.4	15.0	B
	Right Turn	22	23	103.6%	4.5	15	30	8.3	5.7	2.6	23.2	A
	Second Right											
	Subtotal	926	904	97.6%	19.1	876	931	77.2	13.0	46.6	88.6	E
Total		3,440	3,314	96.3%	72.0	3,175	3,414	65.6	5.8	55.0	73.8	E

SimTraffic Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing PP PM 1A
PM Peak Hour

Intersection 2 Airport Blvd/Old Bayshore Hwy Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn	791	773	97.7%	19.5	748	809	58.8	28.8	18.9	95.9	E
	Through	246	255	103.7%	18.3	225	281	12.8	4.7	3.9	17.5	B
	Right Turn	14	13	92.9%	5.1	5	24	6.5	6.6	0.0	16.4	A
	Second Right											
	Subtotal	1,051	1,041	99.0%	34.5	993	1,101	47.3	22.5	16.3	77.5	D
SB	U Turn											
	Second Left											
	Left Turn	4	4	87.5%	2.1	0	7	31.8	41.0	0.0	86.7	C
	Through	155	156	100.8%	9.2	142	172	67.3	17.3	48.6	98.3	E
	Right Turn	142	139	98.0%	11.2	122	154	18.2	9.8	6.1	39.1	B
	Second Right											
	Subtotal	301	299	99.3%	16.2	275	316	44.1	9.3	33.2	60.0	D
EB	U Turn											
	Second Left											
	Left Turn	149	138	92.8%	8.5	127	150	81.0	31.0	42.7	137.9	F
	Through	12	23	192.5%	6.9	13	35	38.9	19.6	13.5	83.4	D
	Right Turn	1,476	1,403	95.1%	38.0	1,342	1,466	17.7	5.0	11.5	26.7	B
	Second Right											
	Subtotal	1,637	1,564	95.6%	44.8	1,485	1,620	23.4	5.5	15.2	32.6	C
WB	U Turn											
	Second Left											
	Left Turn	7	8	108.6%	3.1	0	11	70.5	54.1	0.0	148.3	E
	Through	16	15	91.9%	4.1	8	22	119.4	34.4	61.8	158.5	F
	Right Turn	7	7	100.0%	1.6	5	10	33.9	47.2	1.9	154.8	C
	Second Right											
	Subtotal	30	29	97.7%	5.0	22	39	91.7	30.6	31.9	133.4	F
Total		3,019	2,933	97.2%	65.7	2,815	3,025	34.4	9.3	20.6	48.8	C

SimTraffic Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing PP PM 1A
PM Peak Hour

Intersection 3 Broadway/US 101 SB Off Ramp Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn											
	Through	864	854	98.8%	33.5	819	904	58.4	40.0	26.9	138.6	E
	Right Turn	547	533	97.5%	31.9	476	577	28.0	9.6	17.4	46.4	C
	Second Right											
	Subtotal	1,411	1,387	98.3%	47.6	1,296	1,446	47.8	29.4	23.9	107.2	D
SB	U Turn											
	Second Left											
	Left Turn	834	801	96.1%	30.0	755	865	47.0	9.8	32.5	68.0	D
	Through	804	809	100.6%	18.1	770	830	23.5	3.0	16.9	27.1	C
	Right Turn											
	Second Right											
	Subtotal	1,638	1,610	98.3%	35.6	1,553	1,677	35.4	6.2	26.2	47.3	D
EB	U Turn											
	Second Left											
	Left Turn	188	179	95.4%	13.5	149	193	53.9	27.1	34.9	118.8	D
	Through											
	Right Turn	940	939	99.9%	26.2	899	976	49.2	16.8	27.0	72.3	D
	Second Right											
	Subtotal	1,128	1,118	99.1%	30.5	1,072	1,162	49.8	15.7	30.0	75.1	D
WB	U Turn											
	Second Left											
	Left Turn											
	Through											
	Right Turn											
	Second Right											
	Subtotal											
Total		4,177	4,116	98.5%	67.0	3,977	4,226	43.2	13.1	29.3	66.3	D

SimTraffic Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing PP PM 1A
PM Peak Hour

Intersection 4		Broadway/Rollins Rd						Signal				
Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn	131	127	97.1%	13.5	113	149	94.4	35.5	57.9	162.4	F
	Through	912	899	98.5%	33.8	841	961	51.7	35.5	27.7	129.3	D
	Right Turn	42	39	93.8%	5.5	27	47	55.9	40.9	22.6	149.0	E
	Second Right											
	Subtotal	1,085	1,065	98.2%	43.8	981	1,129	57.0	34.3	31.1	132.1	E
SB	U Turn											
	Second Left											
	Left Turn	413	408	98.7%	20.9	370	430	58.4	11.8	45.4	82.7	E
	Through	1,211	1,190	98.3%	39.8	1,140	1,291	20.9	4.9	16.5	33.8	C
	Right Turn	120	122	101.5%	8.8	107	139	6.9	3.4	3.2	14.7	A
	Second Right											
	Subtotal	1,744	1,720	98.6%	26.4	1,692	1,778	28.5	5.7	22.7	41.1	C
EB	U Turn											
	Second Left											
	Left Turn	330	315	95.4%	30.7	249	353	135.6	75.4	52.0	309.6	F
	Through	204	192	93.9%	21.0	143	218	52.5	13.3	30.3	70.0	D
	Right Turn	172	172	100.1%	25.0	113	202	22.4	8.3	13.2	37.2	C
	Second Right											
	Subtotal	706	678	96.1%	65.8	505	734	83.0	38.8	38.1	167.0	F
WB	U Turn											
	Second Left											
	Left Turn	42	44	104.8%	8.1	29	56	55.7	14.4	33.3	78.4	E
	Through	67	68	101.5%	7.3	58	83	55.7	15.8	37.1	91.7	E
	Right Turn	169	174	102.8%	21.8	144	215	19.6	33.9	2.9	112.4	B
	Second Right											
	Subtotal	278	286	102.8%	23.2	253	323	33.0	21.8	18.2	92.4	C
Total		3,813	3,749	98.3%	103.3	3,529	3,892	45.6	14.2	29.3	74.9	D

SimTraffic Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

1300 Old Bayshore
Existing PP PM 1A
PM Peak Hour

Intersection 5

North Driveway/Old Bayshore Hwy

Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)					Total Delay (sec/veh)				LOS
			Average	Percent	Std. Dev.	Minimum	Maximum	Average	Std. Dev.	Minimum	Maximum	
NB	U Turn											
	Second Left											
	Left Turn											
	Through											
	Right Turn											
	Second Right											
	Subtotal											
SB	U Turn											
	Second Left											
	Left Turn	483	353	73.1%	57.8	242	425	86.6	46.3	51.8	208.0	F
	Through											
	Right Turn	71	56	78.5%	11.9	28	70	90.0	34.6	53.3	184.6	F
	Second Right											
	Subtotal	554	409	73.8%	66.5	270	485	86.9	44.1	52.1	204.2	F
EB	U Turn											
	Second Left											
	Left Turn	36	34	93.3%	4.4	28	41	49.1	13.8	31.4	76.5	D
	Through	921	924	100.4%	30.4	879	980	23.1	11.6	17.1	55.6	C
	Right Turn											
	Second Right											
	Subtotal	957	958	100.1%	32.2	911	1,014	24.0	11.3	18.3	55.7	C
WB	U Turn											
	Second Left											
	Left Turn											
	Through	425	431	101.4%	22.5	394	473	13.1	1.7	10.2	15.5	B
	Right Turn	78	71	90.5%	7.6	60	80	11.7	2.7	7.4	14.6	B
	Second Right											
	Subtotal	503	502	99.7%	24.0	461	535	13.0	1.7	10.3	15.4	B
Total		2,014	1,868	92.8%	66.1	1,722	1,944	33.1	8.7	27.1	56.7	C

SimTraffic Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

1300 Bayshore
Cumulative No Project Scenario
AM Peak Hour

Intersection 1 **101 NB Ramps/Old Bayshore** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	720	677	94.1%	219.4	57.5	F
	Through	40	41	102.0%	228.9	73.4	F
	Right Turn	650	614	94.5%	163.1	51.6	F
	Subtotal	1,410	1,332	94.5%	194.2	54.5	F
SB	Left Turn	30	31	102.7%	61.8	18.0	E
	Through	10	10	100.0%	58.8	33.3	E
	Right Turn	10	9	89.0%	34.1	28.4	C
	Subtotal	50	50	99.4%	57.5	16.2	E
EB	Left Turn	10	9	93.0%	450.9	462.1	F
	Through	610	593	97.2%	447.6	454.1	F
	Right Turn	90	85	94.0%	391.3	454.5	F
	Subtotal	710	687	96.7%	441.6	454.2	F
WB	Left Turn	910	828	91.0%	198.7	51.4	F
	Through	580	529	91.2%	128.5	27.3	F
	Right Turn	30	29	97.7%	124.9	25.2	F
	Subtotal	1,520	1,386	91.2%	171.2	42.3	F
Total		3,690	3,455	93.6%	231.0	94.5	F

Intersection 2 **Broadway/Old Bayshore** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	1,290	1,167	90.5%	182.4	69.7	F
	Through	740	678	91.6%	156.5	53.5	F
	Right Turn	20	17	87.0%	155.2	54.6	F
	Subtotal	2,050	1,862	90.8%	172.9	63.7	F
SB	Left Turn	10	9	86.0%	94.5	75.7	F
	Through	210	210	99.9%	56.3	12.9	E
	Right Turn	210	207	98.4%	30.9	12.2	C
	Subtotal	430	425	98.8%	44.5	10.6	D
EB	Left Turn	420	392	93.4%	423.8	91.2	F
	Through	10	18	176.0%	396.8	87.1	F
	Right Turn	860	819	95.3%	382.2	92.3	F
	Subtotal	1,290	1,229	95.3%	394.9	92.6	F
WB	Left Turn	20	20	98.0%	62.7	24.5	E
	Through	20	19	95.0%	47.9	15.8	D
	Right Turn	10	11	105.0%	15.3	14.4	B
	Subtotal	50	49	98.2%	51.1	9.6	D
Total		3,820	3,565	93.3%	229.9	31.2	F

Intersection 3 **Broadway/US 101 SB Ramps** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn						
	Through	1,350	1,200	88.9%	500.5	163.9	F
	Right Turn	560	490	87.5%	451.3	141.0	F
	Subtotal	1,910	1,690	88.5%	486.2	157.8	F
SB	Left Turn	410	384	93.7%	242.3	74.8	F
	Through	680	658	96.7%	164.6	38.2	F
	Right Turn						
	Subtotal	1,090	1,042	95.6%	192.4	50.0	F
EB	Left Turn	700	692	98.8%	62.5	28.9	E
	Through						
	Right Turn	740	731	98.7%	28.4	9.7	C
	Subtotal	1,440	1,422	98.8%	44.6	18.7	D
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		4,440	4,154	93.6%	254.0	47.3	F

Intersection 4 **Broadway/Rollins Road** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	190	168	88.6%	204.1	61.4	F
	Through	1,400	1,259	89.9%	239.1	88.9	F
	Right Turn	110	100	91.0%	294.5	112.2	F
	Subtotal	1,700	1,527	89.8%	239.6	87.3	F
SB	Left Turn	220	217	98.6%	144.0	32.2	F
	Through	930	922	99.2%	80.5	10.9	F
	Right Turn	270	258	95.7%	64.4	11.6	E
	Subtotal	1,420	1,398	98.4%	87.6	12.0	F
EB	Left Turn	150	142	94.6%	55.7	20.9	E
	Through	60	61	101.0%	42.2	8.9	D
	Right Turn	100	101	101.0%	8.5	2.0	A
	Subtotal	310	304	97.9%	36.7	9.5	D
WB	Left Turn	110	94	85.7%	73.5	7.4	E
	Through	190	156	82.1%	148.3	16.8	F
	Right Turn	360	286	79.3%	123.4	41.3	F
	Subtotal	660	536	81.2%	122.8	25.8	F
Total		4,090	3,764	92.0%	145.6	32.5	F

SimTraffic Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

1300 Bayshore
Cumulative No Project Scenario
AM Peak Hour

Intersection 5 North Driveway/Old Bayshore Side-street Stop

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through	50	43	85.0%	114.7	137.6	F
	Right Turn	20	16	82.0%	243.6	370.3	F
	Subtotal	70	59	84.1%	84.9	131.0	F
EB	Left Turn	50	48	96.8%	35.5	64.1	E
	Through	660	643	97.5%	33.0	71.1	D
	Right Turn						
	Subtotal	710	692	97.4%	33.3	70.5	D
WB	Left Turn						
	Through	1,010	958	94.8%	268.0	59.7	F
	Right Turn	300	280	93.3%	269.1	59.8	F
	Subtotal	1,310	1,238	94.5%	268.3	59.7	F
Total		2,090	1,988	95.1%	181.0	43.3	F

SimTraffic Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

1300 Bayshore
No Project Scenario
PM Peak Hour

Intersection 1 **101 NB Ramps/Old Bayshore** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	290	211	72.7%	340.3	20.9	F
	Through	40	29	72.3%	372.0	52.0	F
	Right Turn	760	568	74.8%	317.6	9.0	F
	Subtotal	1,090	808	74.1%	325.5	9.6	F
SB	Left Turn	100	73	72.8%	210.6	50.4	F
	Through	80	55	68.9%	193.7	53.2	F
	Right Turn	20	14	71.0%	189.6	45.6	F
	Subtotal	200	142	71.1%	203.9	44.8	F
EB	Left Turn	30	13	44.3%	1298.2	101.9	F
	Through	1,070	439	41.0%	1349.4	103.5	F
	Right Turn	400	155	38.6%	1275.4	87.9	F
	Subtotal	1,500	607	40.4%	1331.0	101.6	F
WB	Left Turn	970	727	74.9%	391.5	52.5	F
	Through	300	251	83.6%	322.0	51.5	F
	Right Turn	30	22	73.7%	312.6	53.5	F
	Subtotal	1,300	1,000	76.9%	372.3	51.5	F
Total		4,090	2,556	62.5%	578.4	35.9	F

Intersection 2 **Broadway/Old Bayshore** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	910	595	65.4%	778.7	112.8	F
	Through	390	266	68.2%	647.6	109.4	F
	Right Turn	20	13	64.5%	646.3	109.0	F
	Subtotal	1,320	874	66.2%	740.9	115.5	F
SB	Left Turn	10	9	90.0%	47.6	21.6	D
	Through	640	634	99.0%	96.4	28.9	F
	Right Turn	430	425	98.9%	81.7	28.3	F
	Subtotal	1,080	1,068	98.9%	90.2	27.6	F
EB	Left Turn	250	139	55.8%	840.9	66.3	F
	Through	20	14	72.0%	837.8	69.6	F
	Right Turn	1,660	950	57.2%	828.0	66.7	F
	Subtotal	1,930	1,104	57.2%	829.8	66.5	F
WB	Left Turn	10	10	98.0%	44.2	22.8	D
	Through	20	17	83.5%	44.8	26.5	D
	Right Turn	10	12	119.0%	15.7	14.8	B
	Subtotal	40	38	96.0%	36.2	12.2	D
Total		4,370	3,084	70.6%	554.8	47.8	F

SimTraffic Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

1300 Bayshore
No Project Scenario
PM Peak Hour

Intersection 3 Broadway/US 101 SB Ramps Uncontrolled

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn						
	Through	1,050	717	68.3%	1098.7	242.1	F
	Right Turn	550	349	63.5%	968.5	217.6	F
	Subtotal	1,600	1,067	66.7%	1052.6	233.7	F
SB	Left Turn	1,020	708	69.4%	225.0	38.6	F
	Through	1,290	941	72.9%	194.4	37.9	F
	Right Turn						
	Subtotal	2,310	1,649	71.4%	207.8	37.9	F
EB	Left Turn	270	126	46.7%	289.6	43.8	F
	Through						
	Right Turn	1,010	526	52.0%	232.9	57.8	F
	Subtotal	1,280	652	50.9%	247.6	34.1	F
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		5,190	3,367	64.9%	425.2	38.9	F

Intersection 4 Broadway/Rollins Road Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	140	87	62.4%	255.6	76.4	F
	Through	1,070	618	57.8%	418.8	76.5	F
	Right Turn	70	37	52.3%	505.1	136.7	F
	Subtotal	1,280	742	58.0%	406.6	75.9	F
SB	Left Turn	420	263	62.6%	295.6	55.2	F
	Through	1,750	1,097	62.7%	266.9	58.4	F
	Right Turn	130	79	60.6%	247.2	57.8	F
	Subtotal	2,300	1,438	62.5%	271.1	57.6	F
EB	Left Turn	360	315	87.5%	318.0	125.1	F
	Through	210	200	95.1%	55.7	23.5	E
	Right Turn	180	178	99.1%	25.8	16.1	C
	Subtotal	750	693	92.4%	139.7	55.6	F
WB	Left Turn	50	50	100.0%	53.0	13.8	D
	Through	70	62	88.9%	159.4	49.3	F
	Right Turn	170	162	95.1%	188.6	74.6	F
	Subtotal	290	274	94.4%	161.2	60.9	F
Total		4,620	3,148	68.1%	266.3	43.8	F

SimTraffic Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

1300 Bayshore
No Project Scenario
PM Peak Hour

Intersection 5 North Driveway/Old Bayshore Side-street Stop

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn						
	Through	30	2	6.3%	718.4	#DIV/0!	F
	Right Turn	20	1	5.5%	719.9	379.4	F
	Subtotal	50	3	6.0%	71.8	227.2	F
EB	Left Turn	20	7	37.0%	184.3	96.5	F
	Through	1,470	582	39.6%	261.1	37.4	F
	Right Turn						
	Subtotal	1,490	589	39.6%	260.8	37.9	F
WB	Left Turn						
	Through	600	457	76.1%	548.4	49.6	F
	Right Turn	10	8	84.0%	547.9	49.7	F
	Subtotal	610	465	76.2%	548.4	49.6	F
Total		2,150	1,057	49.2%	369.3	30.1	F

SimTraffic Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

1300 Bayshore
Cumulative Plus Project Scenario
AM Peak Hour

Intersection 1 101 NB Ramps/Old Bayshore Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	780	732	93.9%	198.0	24.1	F
	Through	320	291	90.8%	196.2	28.4	F
	Right Turn	550	511	92.8%	187.3	26.4	F
	Subtotal	1,650	1,533	92.9%	194.4	22.5	F
SB	Left Turn	100	100	99.9%	85.7	53.4	F
	Through	40	39	96.8%	43.0	6.2	D
	Right Turn	10	10	97.0%	17.5	11.4	B
	Subtotal	150	148	98.9%	71.9	37.9	E
EB	Left Turn	120	123	102.6%	70.2	12.4	E
	Through	390	395	101.3%	116.5	21.0	F
	Right Turn	110	110	99.5%	45.6	10.7	D
	Subtotal	620	628	101.2%	93.9	16.2	F
WB	Left Turn	950	873	91.8%	62.9	20.2	E
	Through	570	560	98.2%	38.3	9.0	D
	Right Turn	70	65	92.4%	34.6	8.1	C
	Subtotal	1,590	1,497	94.2%	52.6	15.6	D
Total		4,010	3,806	94.9%	117.6	10.7	F

Intersection 2 Broadway/Old Bayshore Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	1,660	1,537	92.6%	159.3	5.6	F
	Through	790	733	92.8%	151.7	5.2	F
	Right Turn	20	19	96.0%	148.9	4.8	F
	Subtotal	2,470	2,290	92.7%	156.8	5.4	F
SB	Left Turn	10	9	86.0%	59.7	35.4	E
	Through	270	264	97.7%	155.2	71.4	F
	Right Turn	130	119	91.5%	180.2	121.0	F
	Subtotal	410	391	95.5%	161.3	84.6	F
EB	Left Turn	140	135	96.6%	55.2	12.0	E
	Through	10	24	236.0%	38.0	18.1	D
	Right Turn	890	848	95.2%	26.1	18.3	C
	Subtotal	1,040	1,006	96.8%	29.7	15.8	C
WB	Left Turn	20	20	100.0%	56.3	21.3	E
	Through	20	17	87.0%	66.9	25.8	E
	Right Turn	10	10	95.0%	8.3	17.8	A
	Subtotal	50	47	93.8%	52.2	13.1	D
Total		3,970	3,734	94.1%	121.5	12.4	F

Intersection 3 **Broadway/US 101 SB Ramps** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn						
	Through	1,500	1,519	101.2%	220.7	65.1	F
	Right Turn	560	557	99.4%	205.1	62.4	F
	Subtotal	2,060	2,075	100.7%	216.5	64.5	F
SB	Left Turn	520	490	94.2%	346.8	88.0	F
	Through	660	634	96.0%	242.6	76.8	F
	Right Turn						
	Subtotal	1,180	1,124	95.2%	288.8	82.4	F
EB	Left Turn	970	789	81.3%	111.3	6.7	F
	Through						
	Right Turn	780	633	81.1%	37.6	2.7	D
	Subtotal	1,750	1,421	81.2%	78.3	4.6	E
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		4,990	4,620	92.6%	194.5	44.7	F

Intersection 4 **Broadway/Rollins Road** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	190	188	98.7%	77.5	30.7	E
	Through	1,550	1,555	100.3%	81.0	47.9	F
	Right Turn	110	101	92.1%	111.4	65.6	F
	Subtotal	1,850	1,844	99.6%	82.5	46.8	F
SB	Left Turn	220	196	89.1%	128.9	15.1	F
	Through	950	852	89.6%	80.3	5.2	F
	Right Turn	270	232	85.9%	63.9	5.6	E
	Subtotal	1,440	1,280	88.9%	84.9	6.9	F
EB	Left Turn	150	151	100.6%	43.6	6.7	D
	Through	60	59	97.8%	48.0	11.2	D
	Right Turn	100	100	99.9%	8.4	3.0	A
	Subtotal	310	310	99.8%	33.9	4.8	C
WB	Left Turn	110	111	100.5%	54.1	8.7	D
	Through	190	189	99.6%	100.7	28.4	F
	Right Turn	360	356	98.9%	57.5	24.6	E
	Subtotal	660	656	99.4%	70.5	22.4	E
Total		4,260	4,088	96.0%	77.5	20.2	E

SimTraffic Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

1300 Bayshore
Cumulative Plus Project Scenario
AM Peak Hour

Intersection 5 North Driveway/Old Bayshore Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	110	107	97.6%	17.4	6.5	B
	Through						
	Right Turn	20	19	95.0%	7.8	4.7	A
	Subtotal	130	126	97.2%	15.7	6.1	B
EB	Left Turn	160	159	99.6%	52.8	29.2	D
	Through	510	515	100.9%	10.2	5.3	B
	Right Turn						
	Subtotal	670	674	100.6%	21.3	11.8	C
WB	Left Turn						
	Through	800	769	96.1%	260.9	48.3	F
	Right Turn	560	521	93.1%	266.2	47.6	F
	Subtotal	1,360	1,290	94.9%	263.0	48.1	F
Total		2,160	2,090	96.8%	169.1	26.9	F

SimTraffic Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

1300 Bayshore
Cumulative Plus Project Scenario
AM Peak Hour

Intersection 1 **101 NB Ramps/Old Bayshore** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	280	267	95.3%	169.9	85.3	F
	Through	110	105	95.5%	194.1	90.7	F
	Right Turn	380	347	91.3%	279.6	127.5	F
	Subtotal	770	719	93.4%	228.7	99.1	F
SB	Left Turn	550	116	21.1%	230.5	60.1	F
	Through	240	49	20.3%	53.1	15.3	D
	Right Turn	40	8	18.8%	30.6	31.8	C
	Subtotal	830	173	20.8%	173.2	43.7	F
EB	Left Turn	40	17	43.5%	541.4	67.3	F
	Through	1,190	549	46.2%	579.0	91.5	F
	Right Turn	410	178	43.4%	519.2	72.2	F
	Subtotal	1,640	745	45.4%	563.7	85.5	F
WB	Left Turn	900	699	77.7%	141.1	9.1	F
	Through	310	270	87.1%	56.1	11.9	E
	Right Turn	90	70	77.9%	50.0	9.8	D
	Subtotal	1,300	1,040	80.0%	113.5	12.0	F
Total		4,540	2,676	58.9%	281.4	29.0	F

Intersection 2 **Broadway/Old Bayshore** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	930	716	77.0%	288.5	95.1	F
	Through	490	403	82.2%	199.9	84.2	F
	Right Turn	20	16	79.5%	199.4	83.0	F
	Subtotal	1,440	1,135	78.8%	258.2	92.3	F
SB	Left Turn	10	8	77.0%	96.3	47.2	F
	Through	930	797	85.6%	159.9	36.5	F
	Right Turn	410	353	86.0%	127.1	33.1	F
	Subtotal	1,350	1,157	85.7%	149.0	34.8	F
EB	Left Turn	150	72	48.1%	110.7	9.7	F
	Through	20	16	77.5%	109.8	22.0	F
	Right Turn	1,950	945	48.4%	97.4	5.0	F
	Subtotal	2,120	1,032	48.7%	98.6	5.2	F
WB	Left Turn	10	10	102.0%	47.4	25.2	D
	Through	20	20	101.0%	49.6	15.5	D
	Right Turn	10	10	101.0%	10.3	8.9	B
	Subtotal	40	41	101.3%	42.9	10.9	D
Total		4,950	3,364	68.0%	167.8	30.7	F

Intersection 3 **Broadway/US 101 SB Ramps** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn						
	Through	1,050	958	91.2%	363.8	138.6	F
	Right Turn	550	497	90.3%	328.4	111.7	F
	Subtotal	1,600	1,454	90.9%	352.8	130.7	F
SB	Left Turn	1,590	983	61.8%	369.0	77.8	F
	Through	1,300	844	65.0%	329.9	76.5	F
	Right Turn						
	Subtotal	2,890	1,827	63.2%	350.2	77.3	F
EB	Left Turn	390	144	37.0%	87.9	16.6	F
	Through						
	Right Turn	1,010	376	37.2%	232.7	6.6	F
	Subtotal	1,400	520	37.2%	193.1	7.7	F
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		5,890	3,802	64.5%	326.9	54.8	F

Intersection 4 **Broadway/Rollins Road** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn	140	133	95.0%	115.3	33.9	F
	Through	1,100	990	90.0%	208.0	58.5	F
	Right Turn	70	64	91.9%	292.0	77.4	F
	Subtotal	1,310	1,187	90.6%	202.6	55.1	F
SB	Left Turn	420	221	52.5%	294.4	7.6	F
	Through	1,760	902	51.2%	266.3	10.6	F
	Right Turn	130	66	50.5%	245.9	10.3	F
	Subtotal	2,310	1,188	51.4%	270.6	9.4	F
EB	Left Turn	330	318	96.5%	76.7	62.9	E
	Through	210	209	99.3%	39.1	6.3	D
	Right Turn	180	180	99.8%	13.4	2.8	B
	Subtotal	720	707	98.1%	48.8	26.0	D
WB	Left Turn	50	49	97.2%	53.2	10.7	D
	Through	70	69	97.9%	52.2	7.5	D
	Right Turn	170	167	98.2%	6.1	2.9	A
	Subtotal	290	284	97.9%	24.7	2.8	C
Total		4,630	3,365	72.7%	184.2	22.7	F

SimTraffic Post-Processor
Average Results from 10 Runs
Volume and Delay by Movement

1300 Bayshore
Cumulative Plus Project Scenario
AM Peak Hour

Intersection 5 North Driveway/Old Bayshore Signal

Direction	Movement	Demand Volume (vph)	Served Volume (vph)		Total Delay (sec/veh)		
			Average	Percent	Average	Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	630	178	28.3%	162.1	15.9	F
	Through						
	Right Turn	90	25	28.0%	167.1	33.5	F
	Subtotal	720	204	28.3%	162.5	16.0	F
EB	Left Turn	40	20	49.0%	306.3	55.3	F
	Through	1,010	535	53.0%	312.6	31.4	F
	Right Turn						
	Subtotal	1,050	555	52.8%	311.8	31.0	F
WB	Left Turn						
	Through	460	396	86.1%	199.2	45.7	F
	Right Turn	170	136	80.0%	197.8	46.5	F
	Subtotal	630	532	84.4%	198.8	45.9	F
Total		2,400	1,290	53.8%	235.9	22.0	F

Intersection 1 101 NB Ramps/Old Bayshore Signal

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	210	40	16	150	48	230	0	0%	0%
	Through	650	510	115	690	127	690	77	75%	19%
	Right Turn	180	110	14	230	17	200	0	0%	0%
WB	Left Turn	530	460	57	620	30	560	10	0%	5%
	Through	530	90	19	210	98	320	210	0%	0%
	Through/Right	530	100	11	170	55	210	117	0%	0%
NB	Left Turn	140	200	1	210	3	210	0	47%	0%
	Shared	1,610	1,530	383	2,100	423	1,930	289	61%	25%
	Right Turn	1,610	1,460	408	2,050	441	1,910	303	0%	14%
SB	Shared	200	60	15	110	25	130	39	0%	0%

Intersection 2 Broadway/Old Bayshore Signal

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	360	170	9	230	9	240	23	0%	0%
	Left/Through	530	200	24	280	88	310	125	0%	0%
	Right Turn	530	170	72	290	139	310	157	0%	1%
WB	Left/Through	80	30	6	60	8	80	15	1%	0%
	Through/Right	270	30	6	60	13	80	23	1%	0%
NB	Left Turn	390	300	43	470	56	430	20	0%	7%
	Through	390	230	46	480	50	450	15	0%	2%
	Through/Right	160	70	7	120	11	140	22	0%	0%
SB	Left Turn	820	20	5	40	10	50	17	0%	0%
	Through	820	150	19	280	34	360	62	13%	0%
	Right Turn	130	120	9	170	8	150	0	10%	0%

Intersection 3 Broadway/US 101 SB Ramps Signal

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left/Through	210	300	10	330	16	310	0	42%	0%
	Right Turn	850	600	170	960	274	900	131	13%	12%
NB	Through	460	10	0	10	0	10	0	0%	0%
	Through/Right	460	10	0	10	0	10	0	0%	0%
	Right Turn	120	290	14	390	19	320	0	15%	0%
SB	Left Turn	390	250	65	350	84	360	63	0%	7%
	Through	390	180	13	260	24	290	65	0%	0%

Intersection 4 Broadway/Rollins Road Signal

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	720	100	13	160	32	190	40	11%	0%
	Through	720	60	10	120	25	160	53	1%	0%
	Right Turn	120	50	4	80	16	100	28	0%	0%
WB	Left Turn	470	180	30	460	58	490	3	0%	4%
	Through	470	440	45	590	51	520	8	14%	66%
	Right Turn	210	220	17	270	40	230	0	65%	0%
NB	Left Turn	110	150	15	250	14	210	9	9%	0%
	Through	1,890	990	266	1,900	540	1,750	394	43%	14%
	Through/Right	1,010	810	131	1,360	213	1,160	96	36%	0%
SB	Left Turn	210	130	19	200	31	220	29	1%	0%
	Through	430	160	17	270	30	330	50	5%	0%
	Right Turn	170	70	18	180	31	190	0	0%	0%

Intersection 5

North Driveway/Old Bayshore

Side-street Stop

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	160	50	28	110	67	110	48	0%	0%
	Through	810	90	155	230	351	250	295	12%	4%
WB	Through	650	20	3	50	9	90	26	0%	0%
	Through/Right	650	20	5	70	12	110	22	0%	0%
SB	Shared	170	90	40	160	52	170	28	0%	22%

Intersection 1 101 NB Ramps/Old Bayshore Signal

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	200	34	15	156	41	225	1	0%	0%
	Through	478	538	3	559	8	578	11	86%	91%
	Right Turn	170	168	10	271	6	195	0	1%	0%
WB	Left Turn	269	303	2	316	8	331	15	0%	83%
	Through	269	45	6	100	16	131	29	0%	0%
	Through/Right	269	76	6	135	13	155	22	0%	0%
NB	Left Turn	130	196	4	218	17	200	0	43%	0%
	Shared	1,166	1,503	30	1,820	35	1,621	5	90%	76%
	Right Turn	1,166	1,485	34	1,837	42	1,619	9	0%	72%
SB	Shared	231	245	9	268	10	278	13	0%	93%

Intersection 2 Broadway/Old Bayshore Signal

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	238	62	11	130	26	187	52	0%	0%
	Left/Through	238	103	5	189	23	233	25	0%	1%
	Right Turn	238	272	5	303	20	308	17	0%	76%
WB	Left/Through	70	11	2	35	7	43	20	0%	0%
	Through/Right	281	25	3	64	11	89	29	2%	0%
NB	Left Turn	362	372	9	418	36	402	12	0%	62%
	Through	362	8	2	33	8	63	23	0%	0%
	Through/Right	150	5	2	23	10	54	22	0%	0%
SB	Left Turn	859	264	215	765	408	809	206	0%	13%
	Through	859	584	114	926	149	886	31	32%	20%
	Right Turn	120	143	1	152	6	145	0	42%	0%

Intersection 3 Broadway/US 101 SB Ramps Signal

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left/Through	711	729	2	744	6	758	10	0%	88%
	Right Turn	661	726	75	873	89	759	17	82%	91%
NBWB	Right Turn	450	0	0	0	0	0	0	0%	0%
		450	0	0	0	0	0	0	0%	0%
		110	160	17	356	26	310	0	9%	0%
SB	Left Turn	362	239	21	356	37	417	50	0%	1%
	Through	362	84	12	183	43	329	115	0%	0%

Intersection 4 Broadway/Rollins Road Signal

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	1,026	311	79	762	246	929	230	42%	6%
	Through	1,026	256	86	616	271	869	299	17%	5%
	Right Turn	110	96	9	164	6	135	0	2%	0%
WB	Left Turn	478	51	30	144	105	224	183	0%	1%
	Through	478	196	74	475	152	471	86	0%	19%
	Right Turn	200	124	29	284	19	225	0	35%	0%
NB	Left Turn	100	91	17	209	27	200	28	3%	0%
	Through	1,676	1,315	102	2,253	72	1,723	14	66%	56%
	Through/Right	1,000	1,005	58	1,492	65	1,200	0	69%	0%
SB	Left Turn	200	119	8	201	23	224	14	1%	0%
	Through	396	187	12	300	22	346	32	18%	0%
	Right Turn	160	39	14	159	33	185	0	0%	0%

Intersection 5

North Driveway/Old Bayshore

Side-street Stop

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	150	16	9	94	30	174	1	0%	0%
	Through	831	850	7	886	41	885	12	82%	95%
WB	Through	478	2	4	15	24	36	55	0%	0%
	Through/Right	478	4	4	28	24	64	51	0%	0%
SB	Shared	158	152	13	183	26	172	16	0%	90%

Intersection 1 **101 NB Ramps/Old Bayshore** **Signal**

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	210	140	27	260	29	230	0	0%	0%
	Through	640	270	89	430	131	490	124	30%	1%
	Right Turn	180	90	26	180	42	200	0	0%	0%
WB	Left Turn	260	280	19	330	13	310	15	0%	37%
	Through	260	150	7	250	14	270	24	0%	0%
	Through/Right	260	180	10	280	16	290	7	0%	2%
NB	Left Turn	140	200	1	210	2	210	0	38%	0%
	Left/Through	1,610	1,370	254	2,040	262	1,920	167	61%	12%
	Through/Right	1,610	1,310	273	2,000	290	1,880	202	0%	11%
SB	Left Turn	200	110	32	170	43	190	33	0%	6%
	Through/Right	200	50	11	90	27	110	44	0%	0%

Intersection 2 **Broadway/Old Bayshore** **Signal**

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	250	60	8	110	13	140	24	0%	0%
	Left/Through	250	90	7	140	20	170	29	0%	0%
	Right Turn	250	190	45	310	56	290	36	0%	18%
WB	Left/Through	80	30	6	60	6	80	14	1%	0%
	Through/Right	270	30	5	70	7	80	12	1%	0%
NB	Left Turn	380	230	40	370	66	400	73	0%	1%
	Through	380	60	7	150	43	270	141	0%	0%
	Through/Right	160	50	5	90	8	100	20	0%	0%
SB	Left Turn	840	10	3	40	8	50	13	0%	0%
	Through	840	430	180	750	303	700	248	62%	18%
	Right Turn	130	130	10	190	6	150	0	12%	0%

Intersection 3 **Broadway/US 101 SB Ramps** Signal

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	210	280	9	390	13	310	0	5%	0%
	Left/Through	850	920	1	940	4	950	3	62%	55%
	Right Turn	850	920	10	930	9	950	12	25%	47%
NB	Through	460	10	0	10	0	10	0	0%	0%
	Through/Right	460	10	0	10	0	10	0	0%	0%
	Right Turn	120	230	25	400	20	320	0	4%	0%
SB	Left Turn	380	340	40	440	37	410	11	0%	17%
	Through	380	160	13	250	28	270	55	0%	0%

Intersection 4 **Broadway/Rollins Road** Signal

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	720	80	6	130	15	150	30	2%	0%
	Through	720	50	6	110	11	150	32	1%	0%
	Right Turn	120	50	4	90	9	140	5	0%	0%
WB	Left Turn	470	140	41	340	106	450	85	0%	1%
	Through	470	400	61	590	30	520	12	22%	38%
	Right Turn	210	210	17	280	37	230	0	40%	0%
NB	Left Turn	110	120	24	210	37	200	6	10%	0%
	Through	1,890	630	272	1,010	440	1,170	555	23%	0%
	Through/Right	1,010	640	205	950	295	950	223	9%	0%
SB	Left Turn	210	120	14	180	24	210	28	0%	0%
	Through	430	160	11	240	22	270	37	6%	0%
	Right Turn	170	60	16	170	31	190	0	0%	0%

Intersection 5 North Driveway/Old Bayshore Signal

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	160	110	13	170	22	180	4	8%	0%
	Through	810	100	35	210	110	280	175	0%	0%
WB	Through	640	240	12	360	18	400	41	0%	0%
	Through/Right	640	310	17	450	40	490	57	0%	0%
SB	Left Turn	170	50	6	90	15	110	30	0%	0%
	Shared	170	30	5	70	12	80	31	0%	0%

Intersection 1 **101 NB Ramps/Old Bayshore** **Signal**

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	210	50	7	190	19	230	0	0%	0%
	Through	480	530	2	550	8	570	17	82%	81%
	Right Turn	180	170	6	280	8	200	0	1%	0%
WB	Left Turn	260	290	2	310	9	320	12	0%	78%
	Through	260	60	7	130	17	170	37	0%	0%
	Through/Right	260	110	8	190	16	210	33	0%	0%
NB	Left Turn	140	190	11	230	14	210	0	33%	0%
	Left/Through	1,570	700	308	1,300	598	1,260	518	73%	10%
	Through/Right	1,570	880	334	1,430	536	1,330	428	0%	12%
SB	Left Turn	240	250	2	260	6	270	13	0%	98%
	Through/Right	240	50	13	120	28	150	36	0%	0%

Intersection 2 **Broadway/Old Bayshore** **Signal**

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	240	30	8	80	16	110	47	0%	0%
	Left/Through	240	70	12	140	29	220	43	0%	1%
	Right Turn	240	280	3	290	9	310	10	0%	75%
WB	Left/Through	80	20	2	50	7	60	25	0%	0%
	Through/Right	290	40	9	90	26	120	45	4%	0%
NB	Left Turn	360	330	38	430	24	390	9	0%	28%
	Through	360	10	3	40	11	80	25	0%	0%
	Through/Right	160	10	3	30	11	60	22	0%	0%
SB	Left Turn	860	660	49	1,270	13	900	15	0%	43%
	Through	860	780	40	1,120	42	910	6	29%	66%
	Right Turn	130	130	7	180	4	150	0	18%	0%

Intersection 3 **Broadway/US 101 SB Ramps** **Signal**

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	210	70	23	190	58	250	60	0%	0%
	Left/Through	850	730	2	750	6	760	11	9%	86%
	Right Turn	850	730	2	750	6	760	8	89%	91%
NB	Through	460	10	0	10	0	10	0	0%	0%
	Through/Right	460	10	0	10	0	10	0	0%	0%
	Right Turn	120	220	28	360	11	320	0	26%	0%
SB	Left Turn	360	330	28	460	34	480	26	0%	6%
	Through	360	100	16	230	46	320	100	0%	0%

Intersection 4 **Broadway/Rollins Road** **Signal**

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	1,030	170	54	320	149	430	220	23%	0%
	Through	1,030	180	18	310	32	390	44	20%	0%
	Right Turn	120	100	8	170	7	140	0	1%	0%
WB	Left Turn	480	40	5	90	8	100	14	0%	0%
	Through	480	70	11	130	38	190	88	0%	0%
	Right Turn	210	30	16	130	55	180	68	1%	0%
NB	Left Turn	110	100	14	180	27	200	24	6%	0%
	Through	1,680	1,130	335	1,800	518	1,620	349	44%	22%
	Through/Right	1,010	970	165	1,340	206	1,170	117	54%	0%
SB	Left Turn	210	110	9	180	18	220	41	0%	0%
	Through	400	180	15	260	19	270	35	15%	0%
	Right Turn	170	40	14	150	30	190	0	0%	0%

Intersection 5 **North Driveway/Old Bayshore** **Signal**

Direction	Lane Group	Storage (ft)	Average Queue (ft)		95th Queue (ft)		Maximum Queue (ft)		Block Time	
			Average	Std. Dev.	Average	Std. Dev.	Average	Std. Dev.	Pocket	Upstream
EB	Left Turn	160	60	15	170	29	180	0	0%	0%
	Through	830	840	16	910	59	880	11	84%	89%
WB	Through	480	80	8	160	23	210	42	0%	0%
	Through/Right	480	100	9	200	21	260	37	0%	0%
SB	Left Turn	160	170	2	190	9	200	12	0%	80%
	Shared	160	180	2	190	8	200	15	0%	99%

COMMENT LETTERS



HYATT
REGENCY®

April 18, 2022

Burlingame City Council
Burlingame City Planning Commission
501 Primrose Rd
Burlingame, CA 94010

SUBJECT: **APRIL 23rd JOINT SESSION OF THE CITY COUNCIL AND PLANNING COMMISSION**
LETTER OF SUPPORT FOR DIVCOWEST/WOODSTOCK DEVELOPMENT ALONG BAYSHORE
HIGHWAY

Dear Mayor Ortiz, City Council members, and City Planning Commissioners:

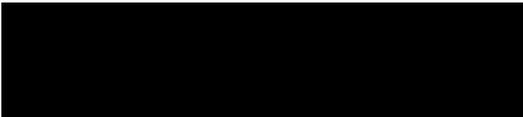
Hyatt Regency San Francisco Airport would like to offer strong support for the DivcoWest/Woodstock development plan along Old Bayshore Highway. The Hyatt Regency is located *directly across the street* from the proposed project. This project will result in the substantial redevelopment of a significant parcel of land along the Burlingame Shoreline.

The proposed redevelopment will provide a much-needed enhancement to the south section of the Bayshore Highway corridor, and will include:

- A long overdue new Bay Trail with beautiful landscaping open to the community as well as for hotel guests and staff.
- A substantial investment to address sea level rise, which will help protect Burlingame's Bayshore Business community.
- Three world-class buildings that will establish a new design standard for the entire Peninsula.
- A new employment base to support our room occupancy and special events.

We want to continue efforts to make Burlingame a premiere location for people to live, work and enjoy the amazing natural beauty of our shoreline. DivcoWest/Woodstock's vision and commitment to the Burlingame community will help us achieve that goal.

Sincerely,



Kevin Kretsch
General Manager
Hyatt Regency San Francisco Airport



April 20, 2022

City of Burlingame
501 Primrose Rd
Burlingame, CA 94010

SUBJECT: 1200 – 1340 BAYSHORE HWY – LETTER OF SUPPORT

Dear Members of the Council City and City Planning Commission:

The Marriott Hotel has been in touch with Woodstock Development and DivcoWest over the last several months. We are aware of the plans to redevelop this important portion of the Bayshore. Accordingly, as the second largest hotel on Bayshore Highway, we strongly support the applicant's development plan at 1200 – 1340 Bayshore Hwy.

The Project will act as a center of economic activity for Burlingame by creating a best-in-class design, boosting business for nearby hotels and businesses while generating millions of dollars directly to the city.

The Project will fill in 1,475 feet of missing Bay Trail, creating continuity along the City's shoreline and connecting to our hotel directly. Along with reimagining that shoreline pathway, the project will prioritize pedestrian and bike access, replace parking lots with green spaces and public plazas, connect to local shuttles and existing nearby public transportation centers, and revitalize the Bayfront as a destination for city residents and visitors alike.

The Project fits in with Burlingame's recently adopted General Plan by thoughtfully balancing economic development priorities, planning for resiliency against sea level rise, and creating acres of public park space. It will do this by expanding upon the active recreation zone south of the project, providing new connections to the Broadway business district, and establishing corridors across Old Bayshore Highway.

We strongly support the applicants and commitment to our great City.

Lisa Kershner | General Manager

San Francisco Airport Waterfront Marriott
1800 Old Bayshore Hwy
Burlingame, CA 94010
650-259-6604

lisa.kershner@marriott.com | sanfranciscoairportmarriott.com |

CC:

- kgardiner@burlingame.org
- ckeylon@burlingame.org
- rortiz@burlingame.org
- ebeach@burlingame.org
- dcolson@burlingame.org
- mbrownrigg@burlingame.org
- akeighran@burlingame.org



T 510.836.4200
F 510.836.4205

1939 Harrison Street, Ste. 150
Oakland, CA 94612

www.lozeaudrury.com
michael@lozeaudrury.com

Via Email

August 19, 2022

Catherine Keylon, Senior Planner
Planning Division
City of Burlingame
501 Primrose Road
Burlingame, CA. 94010
ckeylon@burlingame.org

Meaghan Hassel-Shearer, City Clerk
City of Burlingame
501 Primrose Road
Burlingame, CA. 94010
mhasselshearer@burlingame.org

Ruben Hurin, Planning Manager
Planning Division
City of Burlingame
501 Primrose Road
Burlingame, CA. 94010
planningdept@burlingame.org

Re: CEQA and Land Use Notice Request for the 1200-1340 Bayshore Highway Project (Peninsula Crossing)

Dear Ms Keylon, Ms. Hassel-Shearer and Mr. Hurin,

I am writing on behalf of the Laborers International Union of North America, Local Union 261 and its members living in the City of Burlingame (“LiUNA”), regarding the 1200-1340 Bayshore Highway Project, including all actions related or referring to the proposed demolition of the site’s existing structures and surface parking lots and construction of three (3) life science/ office buildings totaling approximately 1.46 million gross square feet and two parking structures containing a total of 3,525 parking space at Assessor’s Parcel Numbers [APNs] 026113470, 026113330, 026113480, 026113450, 026142110, 026142140, 026142070, 026142150, 026142160, 026142170, 026142020, 026142030 and 026142180) in City of Burlingame (“Project”).

We hereby request that the City of Burlingame (“City”) send by electronic mail, if possible or U.S. Mail to our firm at the address below notice of any and all actions or hearings related to activities undertaken, authorized, approved, permitted, licensed, or certified by the City and any of its subdivisions, and/or supported, in whole or in part, through contracts, grants, subsidies, loans or other forms of assistance from the City, including, but not limited to the following:

- Notice of any public hearing in connection with projects as required by California Planning and Zoning Law pursuant to Government Code Section 65091.
- Any and all notices prepared pursuant to the California Environmental Quality Act (“CEQA”), including, but not limited to:

August 19, 2022

CEQA and Land Use Notice Request for 1200-1340 Bayshore Highway Project (Peninsula Crossing)

Page 2 of 2

- Notices of any public hearing held pursuant to CEQA.
- Notices of any addenda prepared to a previously certified EIR.
- Notices of determination that an Environmental Impact Report (“EIR”) or supplemental EIR is required for the project, prepared pursuant to Public Resources Code Section 21080.4.
- Notices of any scoping meeting held pursuant to Public Resources Code Section 21083.9.
- Notices of preparation of an EIR or a negative declaration for the project, prepared pursuant to Public Resources Code Section 21092.
- Notices of availability of an EIR or a negative declaration for the project, prepared pursuant to Public Resources Code Section 21152 and Section 15087 of Title 14 of the California Code of Regulations.
- Notices of approval and/or determination to carry out the project, prepared pursuant to Public Resources Code Section 21152 or any other provision of law.
- Notices of approval or certification of any EIR or negative declaration, prepared pursuant to Public Resources Code Section 21152 or any other provision of law.
- Notices of determination that the project is exempt from CEQA, prepared pursuant to Public Resources Code section 21152 or any other provision of law.
- Notice of any Final EIR prepared pursuant to CEQA.
- Notice of determination, prepared pursuant to Public Resources Code Section 21108 or Section 21152.

Please note that we are requesting notices of CEQA actions and notices of any public hearings to be held under any provision of Title 7 of the California Government Code governing California Planning and Zoning Law.

This request is filed pursuant to Public Resources Code Sections 21092.2 and 21167(f), and Government Code Section 65092, which requires agencies to mail such notices to any person who has filed a written request for them with the clerk of the agency’s governing body.

Please send notice by electronic mail, if possible or U.S. Mail to:

Michael Lozeau
Hannah Hughes
Lozeau Drury LLP
1939 Harrison Street, Suite 150
Oakland, CA 94612
510 836-4200
michael@lozeaudrury.com
hannah@lozeaudrury.com

Please call if you have any questions. Thank you for your attention to this matter.



Hannah Hughes
Paralegal
Lozeau | Drury LLP

From: [REDACTED]
To: [CD/PLG-Catherine Keylon](#)
Subject: 1200 – 1340 Bayshore Highway (Peninsula Crossing)
Date: Tuesday, August 30, 2022 6:32:07 PM

Ms Keylon

Appreciate if you could advise me when the Environmental Impact Report will be out and open to the public for review. One key factor I am concerned is traffic impact on the Broadway Caltrans crossing which currently is very congested during weekdays. This is a very large project (1.5 million sf) that will add significant traffic burden on Broadway. Will this EIR look at the traffic impact of the current Broadway crossing and whether it will also study if the Broadway overpass is built.

Also, whether traffic will be studied assuming this project be a smaller development like at 750,000 sf.

Also there are several other bio tech projects proposed. What impact will those projects combined with this project have on the Broadway crossing.

Thank you,

Andrew Au [REDACTED], Burlingame

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

From: [CD/PLG-Kevin Gardiner](#)
To: [CD/PLG-Catherine Keylon](#)
Subject: FW: Bayfront Development
Date: Thursday, September 1, 2022 9:31:59 AM

From: susanne rogers [REDACTED]
Sent: Thursday, September 1, 2022 9:24 AM
To: GRP-Planning Commissioners <PlanningCommissioners@burlingame.org>
Subject: Bayfront Development

Good morning. I am writing to oppose the height of the proposed 11 story development working its way through the approval process. The rendering in the paper shows the buildings from the bay looking up into the Burlingame hills. As a Burlingame resident the rendering that is relevant to me is from the hills and 101 looking out to the bay. This project will be, from my point of view, a giant wall between my town and the bay. I appreciate Commissioner Sandy Comaroto requesting modeling so its impact on the views will be better understood.

Every additional floor added to a project means more cars being added to the overcrowded Broadway intersection. I no longer support Broadway businesses due to the constant level of congestion. Every additional floor approved means less visual access to the bay views, the views of the Oakland Hills, San Bruno Mountain and the sky. As a sixty year resident of Burlingame I do not feel that the interests of the residents are being given enough consideration in the development plans. Do I need to drive out to the bay and stand on the shore to appreciate views that are an important part of what makes Burlingame such a special town? I don't have a view from my house but I drive down Hillside or Trousdale almost every day and never tire of the bay views. I feel like the bayfront development is proceeding without considering the impact on the residents. I am not opposed to development but an 11 story building is totally inappropriate.

Thank you for listening.

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.



February 8, 2023

Burlingame City Planning Commission
501 Primrose Rd
Burlingame, CA 94010

SUBJECT: **February 13th PLANNING COMMISSION SESSION**
LETTER OF SUPPORT FOR DIVCOWEST/WOODSTOCK DEVELOPMENT ALONG BAYSHORE
HIGHWAY

Dear City Planning Commissioners:

Hyatt Regency San Francisco Airport would like to demonstrate our *continued* strong support for the DivcoWest/Woodstock development plan along Old Bayshore Highway. The Hyatt Regency is located *directly across the street* from the proposed project. This project will result in the substantial redevelopment of a significant parcel of land along the Burlingame Shoreline.

The proposed redevelopment will provide a much-needed enhancement to the south section of the Bayshore Highway corridor, and will include:

- An Investment in the Bayfront that is vital to the community - the new Bay trail and associated recreational areas will be a critical asset for the City for generations to come.
- A substantial investment to address sea level rise, which will help protect Burlingame's Bayshore Business community.
- Three world-class buildings that promote both business and local community, and that will establish a new design standard for the entire Peninsula.
- A new employment base to support our room occupancy and special events.
- A project team that has continued to engage the Hyatt and works collaboratively on developing a design with the broader community in mind.

We want to continue efforts to make Burlingame a premiere location for people to live, work and enjoy the amazing natural beauty of our shoreline. DivcoWest/Woodstock's vision and commitment to the Burlingame community will help us achieve that goal.

Sincerely,



Kevin Kretsch
General Manager
Hyatt Regency San Francisco Airport



March 1, 2024

Burlingame City Planning Commission
501 Primrose Rd
Burlingame, CA 94010

SUBJECT: **March 11th PLANNING COMMISSION SESSION**
LETTER OF SUPPORT FOR DIVCOWEST/WOODSTOCK DEVELOPMENT ALONG BAYSHORE
HIGHWAY

Dear City Planning Commissioners:

Hyatt Regency San Francisco Airport would like to demonstrate our *continued* strong support for the DivcoWest/Woodstock development plan along Old Bayshore Highway. The Hyatt Regency is located *directly across the street* from the proposed project. This project will result in the substantial redevelopment of a significant parcel of land along the Burlingame Shoreline.

The proposed redevelopment will provide a much-needed enhancement to the south section of the Bayshore Highway corridor, and will include:

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We want to continue efforts to make Burlingame a premiere location for people to live, work and enjoy the amazing natural beauty of our shoreline. DivcoWest/Woodstock's vision and commitment to the Burlingame community will help us achieve that goal.

Sincerely,



Kevin Kretsch
General Manager
Hyatt Regency San Francisco Airport

PLANNING COMMISSION RESOLUTIONS

RESOLUTION RECOMMENDING TO THE CITY COUNCIL CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT (FEIR) FOR AN APPLICATION FOR COMMERCIAL DESIGN REVIEW, SPECIAL PERMITS FOR HEIGHT AND DEVELOPMENT UNDER TIER 3/COMMUNITY BENEFITS, VESTING TENTATIVE MAP, AND DEVELOPMENT AGREEMENT FOR A NEW DEVELOPMENT PROJECT CONSISTING OF THREE, 11-STORY OFFICE/RESEARCH AND DEVELOPMENT BUILDINGS AND TWO, 10-10.5-STORY PARKING STRUCTURES AT 1200-1340 OLD BAYSHORE HIGHWAY, BURLINGAME AND RECOMMENDING ADOPTION OF A WATER SUPPLY ASSESSMENT PREPARED FOR THE PROJECT

RESOLVED, by the Planning Commission of the City of Burlingame that:

WHEREAS, in accordance with the California Environmental Quality Act (CEQA; Public Resources Code section 21000 et seq.) and the CEQA Guidelines (Title 14, sections 15000 et seq. of the California Code of Regulations), the City determined that an Environmental Impact Report (the EIR) would be required for an application for Commercial Design Review, Special Permits for Building Heights and Development under Tier 3/Community Benefits, Vesting Tentative Map, and Development Agreement for a new office/research & development project consisting of three, 11-story office/research & development buildings and two, 10-10.5-story parking structures at 1200-1340 Old Bayshore Highway (the Project), on a site zoned BFC and owned by DW Burlingame I Owner, LLC; DW Burlingame II Owner, LLC; DW Burlingame II Owner A, LLC; DW Burlingame II Owner B, LLC; and DW Burlingame III Owner, LLC (APNs: 026-113-470; 026-113-480; 026-142-220; 026-142-160; 026-142-170; 026-113-330; 026-113-450; 026-142-110; 026-142-200; 026-142-240; 026-142-020; 026-142-030; 026-142-180); and

WHEREAS, on August 12, 2022, the City issued a Notice of Preparation (NOP) for the EIR in compliance with CEQA Guidelines Section 15082 for a 30-day review period concluding on September 12, 2023; the City received 20 comments from agencies and interested parties which were considered during preparation of a Draft Environmental Impact Report for the Project (DEIR; SCH #2022080299); and

WHEREAS, the City retained Environmental Science Associates (ESA), an independent environmental consultant to prepare the DEIR; and

WHEREAS, on September 20, 2023, the City released the DEIR for a 49-day public review and comment period in accordance with (and in excess of) the requirements of CEQA and the CEQA Guidelines; and

WHEREAS, during the public comment period, this Planning Commission held a public hearing on October 23, 2023, to receive any oral or written comments that the public might wish to offer on the DEIR; and

WHEREAS, following the public comment period, the City prepared a Final Environmental Impact Report (the FEIR) which incorporates the DEIR by reference, includes all comments received during the public review period and responses to those comments, describes changes to the DEIR that resulted from the comments received, and includes a Mitigation Monitoring and Reporting Program (MMRP); and

WHEREAS, on March 1, 2024 the FEIR was published and all persons who commented on the DEIR were notified of the availability of the Final EIR, which clearly presents and analyzes the potential environmental impacts associated with the Project and identifies appropriate alternatives as required by CEQA and the CEQA Guidelines; and

WHEREAS, the FEIR identified no significant and unavoidable adverse environmental impacts that would occur from development of the Project as mitigation measures would reduce all potential environmental impacts to a less-than-significant levels; and

WHEREAS, the FEIR concluded that the Project would result in less-than-significant environmental impacts or no impacts in the areas of: (1) Aesthetics, (2) Agriculture and Forestry Resources, (3) Energy, (4) Geology and Soils, (5) Land Use and Planning, (6) Mineral Resources, (7) Noise and Vibration, (8) Population and Housing, (9) Public Services and Recreation, (10) Transportation, and (11) Wildfire; and

WHEREAS, the FEIR concluded that the potentially significant environmental effects of the project in the areas of (1) Air Quality, (2) Biological Resources, (3) Cultural Resources, (4) Greenhouse Gas Emissions, (5) Hazards, (6) Hydrology, (7) Utilities and Service Systems could all be mitigated to less-than-significant levels; and

WHEREAS, CEQA section 21081.6 requires the City to adopt a MMRP because mitigation is required and the MMRP for the Project has been made available to the public with the FEIR; and

WHEREAS, the FEIR provides this Commission, the City, and the public with sufficient and thorough information regarding the potential significant environmental impacts of the Project; and

WHEREAS, the FEIR has been prepared and considered in conformance with CEQA and the CEQA Guidelines, with independent preparation by a City-retained environmental consultant and application of the independent comment and judgment of both City staff and this Commission; and

WHEREAS, the mitigation measures required by the FEIR have been incorporated into the conditions of approval for the project as described in the attached Exhibit A; and

WHEREAS, California Water Code Sections 10910 through 10915, based on Senate Bill 610 of 2001, requires the preparation of a Water Supply Assessment for any development whose approval is subject to the California Environmental Quality Act and which meets the definition of a “project” as defined by Water Code section 10912(a); and

WHEREAS, California Water Code Section 10912(a)(3) defines a project as “a proposed commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space, so the Project requires a Water Supply Assessment; and

WHEREAS, the City of Burlingame has prepared a Water Supply Assessment in accordance with California Water Code Section 10910(d); and

WHEREAS, on March 11, 2024, the Planning Commission conducted a duly noticed public hearing on the FEIR and on the Project, at which time it reviewed and considered the staff report and all other written materials and testimony presented at said hearing.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission for the City of Burlingame that:

1. The above recitals are true and correct and are incorporated herein as findings.
2. The Planning Commission, having independently heard, considered, and weighed all the evidence in the administrative record, including but not limited to the staff reports; the Final Environmental Impact Report (FEIR) (including the Mitigation Monitoring and Reporting Program and all appendices), the CEQA Findings attached hereto as Exhibit B and incorporated herein; and all other documents, reports, studies, memoranda, maps, oral and written testimony, and materials in the City's file for the Project; and all adopted City planning documents relating to the Project including the City's General Plan and Municipal Code and all other applicable City laws and regulations (collectively, the Record); finds that this Record serves as an adequate and appropriate evidentiary basis for the findings and actions set forth in this Resolution and is hereby incorporated by reference.
3. The Planning Commission recommends that the City Council make and adopt, based on its independent judgment and analysis, the CEQA Findings as set forth in Exhibit B and further recommends adoption of the Mitigation Monitoring and Reporting Program as set forth in the FEIR.
4. The Planning Commission recommends that the City Council certify the FEIR, which is on file in the Office of the City Clerk and incorporated by this reference, based on its independent judgment and analysis and on the CEQA Findings as well as the following:
 - a. The City of Burlingame is the lead agency under CEQA for preparing the FEIR and is the entity with final decision-making authority with regard to approval of the Project.
 - b. The FEIR has been completed in compliance with CEQA and the CEQA Guidelines and applicable provisions of the Burlingame Municipal Code.
 - c. The FEIR has been reviewed and considered by the Planning Commission prior to the City Council's rendering of any decision regarding the approval of the Project.
 - d. The FEIR reflects the City's independent judgment and has been found by the City to be adequate to support the City's approval of the Project.
 - e. The information added in the FEIR and does not constitute new significant information requiring recirculation.
 - f. Pursuant to Section 15091 of the CEQA Guidelines, the City's actions with respect to the Project are based upon the CEQA Findings which are supported by substantial evidence in the Record.
 - g. Pursuant to Section 15091 of the CEQA Guidelines, any subsequent actions or approvals to implement the project shall be based upon and subject to the findings, conclusions, mitigation measures and statements set forth in the FEIR (including the MMRP) and the CEQA Findings.
5. The Planning Commission recommends approval of the Water Supply Assessment attached hereto as an appendix to Exhibit A, which has been completed in compliance with Water Code Sections 10910 through 10915, based on the following findings:
 - a. The Water Supply Assessment concludes that because the proposed project was included in the City's 2020 UWMP and the City's 2022 water demand projections update, it will not affect water supply reliability within the City's service area beyond what has been projected. Based on currently available information, the City expects to be able to meet all future demands within its service area inclusive of the proposed project in normal hydrologic years. The shortfalls that are currently projected during dry years will be addressed through implementation of the City's 2020 Water Shortage Contingency Plan. In addition, as described in the Water Supply Assessment and the City's 2020 Urban Water Management Plan, the Bay Area Water Supply and Conservation Agency and the San Francisco Public Utilities Commission are pursuing the development of additional water supplies to

improve the Regional Water System and local supply reliability, which is anticipated to minimize potential impacts during multiple drought years conditions.

- b. The Project will implement – as required by the MMRP and Conditions of Approval for the Project – certain conservation and other measures described in the Water Supply Assessment.
6. This resolution shall go into effect immediately upon adoption.

Chair

I, _____, Secretary of the Planning Commission of the City of Burlingame, do hereby certify that the foregoing resolution was introduced and adopted at a regular meeting of the Planning Commission held on the 11th day of March 2024 by the following vote:

Secretary

○ Exhibit A - FEIR

Includes the following documents that have been provided as separate attachments:

- Draft EIR, dated September 2023
- Response to Comments Document, dated February 2024
- Mitigation Monitoring and Reporting Plan (MMRP), dated February 2024

- Exhibit B - CEQA Findings of Fact and Statements (required by CEQA)

1200-1340 Old Bayshore Highway Project EIR

Findings and Statements Required by the California Environmental Quality Act (Public Resources Code Section 21000 *et seq*)

I. Introduction

On behalf of the City of Burlingame (the “City”), and pursuant to the California Environmental Quality Act (“CEQA”) and Title 14, Chapter 3 of the California Code of Regulations (the “CEQA Guidelines”), the City’s Planning Division has prepared an Environmental Impact Report (the “EIR”) for the proposed 1200-1340 Old Bayshore Highway project (the “Project”). The City is the lead agency for the EIR.

To support its certification of the EIR and approval of the Project, the City Council of the City of Burlingame makes the following findings of fact (the “Findings”). These Findings contain the City Council’s written analysis and conclusion regarding the Project’s environmental effects, mitigation measures, and alternatives to the proposed Project. These Findings are based upon the entire record of proceedings for the EIR, as described below.

II. 1200-1340 Old Bayshore Highway Project and Environmental Review

The Project would include a life science and/or office development consisting of three life science and/or office buildings and two parking structures, along with site circulation, infrastructure, recreational and landscaping improvements. All existing buildings and surface parking lots on the Project site would be demolished and removed. The three 11-story buildings would total approximately 1.42 million gross square feet (gsf) and would include various tenant amenities and 5,000 gsf of café/restaurant space. The two parking structures would be 10 to 10½-stories tall with two basement levels of parking, providing a total of 3,400 parking spaces. Approximately 237,600 square feet (sf) of open space would be provided (approximately 137,553 sf of which would be landscaped), and a new 1,475-foot segment of the San Francisco Bay Trail would be extended across the eastern edge of the Project site, connecting the existing segments of the Bay Trail at the north and south ends of the Project site. The proposed Project also includes improvements to increase resilience to sea level rise and flooding, including raised ground elevation, sea walls, flood walls, and riprap slopes.

In the summer of 2022, pursuant to State CEQA Guidelines Section 15063, the City determined that the Project could result in potentially significant environmental impacts and that an EIR would be required. In compliance with Section 21092 of CEQA, the City circulated a Notice of Preparation (“NOP”) of a Draft Subsequent EIR (the “DEIR”) for the Project to the Office of Planning and Research (OPR) State Clearinghouse and interested agencies and persons on August 12, 2022 for a 30-day review period. The NOP solicited comments regarding the scope of the DEIR from identified responsible and trustee agencies, as well as interested parties.

The DEIR was published by the City on September 30, 2023 initiating a 45-day public review period, which was subsequently extended to 51 days, during which time the City accepted comments on the Draft EIR. The public review period for the Draft EIR for the proposed Project was from September 20, 2023 through November 9, 2023. During the comment period, the interested public and responsible and trustee agencies were invited to submit comments on the DEIR to the City’s Community Development Department. Written and verbal comments on the DEIR were also accepted at a Planning Commission hearing held on October 23, 2023. The DEIR is available on the City’s website (www.burlingame.org/1200-1340bayshore) and can be reviewed in hard copy at City Hall.

Following the completion of the public review period, the City reviewed all comments received on the DEIR and prepared a Final Environmental Impact Report (the “FEIR”). The FEIR, which incorporates by reference the DEIR, includes all comments received during the public review period, responses to those comments, and also describes any changes to the DEIR that resulted from the comments received. All persons who commented on the DEIR have been notified of the availability of the FEIR and the date of the public hearing on the Project before the City Council, and all responses to comments submitted on the DEIR by public agencies have been provided to those agencies at least 10 days prior to the City Council hearing.

Section 21081.6 of CEQA requires lead agencies to adopt a mitigation monitoring or reporting program (“MMRP”) for any project for which it has made mitigation findings pursuant to Section 21081. The City has prepared an MMRP for the Project, which has been made available to the public with the FEIR.

The EIR is the subject of these Findings and presented for City Council certification consists of the DEIR, the FEIR, and the MMRP.

The City approvals necessary for implementation of the Project are:

Jurisdiction	Permits/Approval
City of Burlingame	Certification of the Final EIR and adoption of the MMRP Commercial Design Review Vesting Tentative Map and Final Parcel Map Approval Special Permits for Height above 65 feet and Tier 3 Increased FAR (per BFC Zone) Tree removal permits Master sign program Development Agreement

The Project may require approvals from other federal, regional and state entities, including, but not limited to, the Federal Aviation Administration, the County Association of Governments of San Mateo County/Airport Land Use Commission (ALUC), Association of Bay Area Governments (ABAG), U.S. Army Corps of Engineers, California Department of Fish & Wildlife, Caltrans, San Francisco Bay Conservation Development Commission (BCDC),

San Francisco Bay Regional Water Quality Control Board, City/County Association of Governments of San Mateo County (C/CAG), Bay Area Air Quality Management District, and/or National Marine Fisheries Service (NOAA).

The EIR was prepared to meet all applicable CEQA requirements necessary to support these actions by the City Council and the responsible agencies.

III. General Findings and Overview

A. Record of Proceedings and Custodian of Record

For purposes of CEQA and these Findings, the record of proceedings consists of the following documents and testimony, at a minimum:

- The EIR, which consists of the *1200-1340 Old Bayshore Highway Project Draft Environmental Impact Report* (State Clearinghouse No. 2022080299), dated September 20, 2023 and published and circulated for public review and comment by the City from September 20, 2023, through November 3, 2023 (the DEIR), and the *1200-1340 Old Bayshore Highway Response to Comments Document*, published and made available for review on February 29, 2024 (the FEIR), and all appendices, reports, documents, studies, memoranda, maps, testimony, and other materials related thereto;
- All public notices issued by the City in connection with the Project and the preparation of the DEIR and the FEIR, including but not limited to public notices for the scoping session held to seek public comments and input on the Project;
- All written and oral communications submitted by agencies or interested members of the general public during and immediately after the public review periods for the DEIR and FEIR, including oral communications made at public hearings or meetings held for the Project;
- All minutes, testimony, statements, comments and other materials memorializing, describing or relating to, meetings, scoping session, and hearings conducted by the City Council, the Planning Commission, and all other departments of the City relating to the City's review and consideration of the Project;
- All other public reports, studies, documents, memoranda, maps, or other materials reviewed and/or considered by the City in connection with its review and consideration of the proposed Project, the DEIR, the FEIR, and the MMRP, whether prepared by the City, its consultants, or by third parties;
- All matters of common knowledge to the members of the City's Planning Commission and City Council, including but not limited to: (i) the Burlingame General Plan, zoning ordinance, and other applicable policies and ordinances; (ii) information regarding the City's fiscal status and economic and development patterns and trends; (iii) federal, state and local laws, regulations, guidelines and publications applicable to or affecting the Project; and (iv) reports, projections, documents and other materials regarding statewide, regional, and local planning and development matters within and outside of the City; and
- All other documents and materials relating to the Project as described in Public Resources Code Section 21167.6, as applicable.

The record of proceedings is available for review by responsible agencies and interested members of the public during normal business hours at 501 Primrose Road, Burlingame, California. The custodian of these documents is the City of Burlingame's Planning Division.

B. Findings Regarding Preparation and Consideration of the EIR

The City Council finds, with respect to the City's preparation, review and consideration of the EIR, that:

- The City exercised its independent judgment in accordance with Public Resources Code Section 21082.1(c) in retaining the independent consulting firm Environmental Science Associates (ESA) to prepare the EIR, and ESA prepared the EIR under the supervision and at the direction of the City's Community Development Director and the EIR reflects the City's independent judgment and analysis.
- The City circulated the DEIR for review by responsible and trustee agencies and the public and submitted it to the State Clearinghouse for review and comment by state agencies, as required by CEQA and the CEQA Guidelines.
- The EIR and the proposed Project were presented to the City's Planning Commission, which reviewed and considered, and conducted a public hearing thereon. The Planning Commission determined that the EIR was adequate and sufficient, and prepared in compliance with CEQA and the CEQA Guidelines, and recommended to the City Council that the City Council certify the EIR and approve the Project.
- The EIR and the proposed Project were presented to the City Council of the City, with the recommendation of the City's Planning Commission. The City Council reviewed and considered, and conducted a public hearing on, the EIR and proposed Project.
- The EIR has been completed in compliance with CEQA and the CEQA Guidelines and reflects the City's independent judgment and analysis.

By these Findings, the City Council ratifies, adopts and incorporates the analyses, explanations, findings, responses to comments, and conclusions of the EIR, except as otherwise specifically provided and described in these Findings.

IV. Findings Regarding Environmental Impacts

A detailed analysis of the potential environmental impacts of the Project, and proposed mitigation measures to address all of the identified potentially significant impacts, is set forth in Chapter 4 of the DEIR, as incorporated into the FEIR. The City Council concurs with the conclusions in the DEIR, as incorporated into the FEIR, that changes or alterations have been required, or incorporated into, the Project which avoid or lessen all of the Project's potentially significant environmental effects to less-than-significant levels. By these Findings, the City Council ratifies and adopts the EIR's conclusions for all of the following potential environmental impacts, based on the analyses on the referenced pages of the DEIR.

A. Findings Regarding Less than Significant Impacts

The following potential environmental impacts of the Project were determined to be less than significant or have no impact, and thus, not require any mitigation measures, as set forth in Chapter 4 of the DEIR, as incorporated into the FEIR. The City Council concurs with the conclusions in the DEIR, as incorporated into the FEIR, and makes the following findings with respect to such impacts.

4.1 Aesthetics

Pursuant to CEQA Section 21099(d), the EIR did not consider aesthetics in determining the significance of Project impacts under CEQA. As a result, an assessment of the proposed Project's aesthetic effects was presented Section 4.1 in the DEIR for informational purposes.

Criteria I(b): Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway.

None of the buildings on the Project site qualify as historical resources as defined in CEQA Guidelines Section 15064.5. Consequently, removal of the buildings under the Project would have no significant impact on historical architectural resources. In addition, there are no unique trees, rock outcroppings or other natural features on the Project site that would qualify as scenic resources. Furthermore, as noted above, the closest state scenic highway to the Project site is Interstate 280 (I-280), which is over 2 miles away. No state scenic highways are located in or easily visible from the Project site. Therefore, there would be no Project impact related to substantial damage of scenic resources within a state scenic highway. (Draft EIR, p. 4.1-15.)

Impact AES-1: The Project would not have a substantial adverse effect on a scenic vista.

While the proposed Project would construct taller buildings compared to surrounding uses, the Project would be consistent with the vision of the City for the area east of U.S. 101 as expressed in the General Plan, which includes high-rise development. Moreover, the size and scale of the proposed structures would be consistent with the development envisioned in the General Plan for the Bayfront area. The new height and bulk associated with the proposed Project would not contribute to any significant additional blockage of views to the hillsides. Public views towards the Project site would be altered; however, when considering portions of the existing Project site currently exhibit signs of disrepair, the quality of existing views of the Project site are currently comprised. Furthermore, the height of the proposed structures enables substantial public space on the Project site, with buildings covering less than 50 percent of the site. The Project would extend the Bay Trail along the shoreline through the Project site, which would allow for new opportunities for Bay Trail users to enjoy scenic views towards the Bay and the East Bay Hills from this proposed public access area. Consequently, the proposed Project would not have a substantial adverse effect on a scenic vista, and therefore, the impact would be less than significant. (Draft EIR, pp. 4.1-17 to 4.1-26.)

Impact AES-2: The Project would be located in an urbanized area and would not conflict with applicable zoning and other regulations governing scenic quality.

The Project would conform to the land use regulations and policies of the General Plan and the Zoning Ordinance. This includes General Plan Goals CC-6 and HP-7 and Policies CC-6.1 and HP-7.7, which protect public views of the waterfront by restricting the height of buildings within the associated viewsheds; and Policy CC-6.4, which promotes design standards that facilitate attractive interfaces between use types, enhance the public realm, and activate commercial districts. With City approval of the requested Special Permit for the proposed Project's increased height and floor area ratio (FAR), the proposed Project would be consistent with the City's Bayfront Commercial (BFC) land use designation and zoning. Consistent with General Plan Policy HP-7.3, the proposed Project would improve the streetscape along its property line at Airport Boulevard and frontage on Old Bayshore Highway, and connect the Bay Trail across the Project site. The proposed Project would also be subject to the City's design review process, which would require a finding that the proposed Project is consistent with applicable General Plan policies, design guidelines, and any other applicable City planning-related documents prior to approval of the proposed Project. Consequently, the proposed Project would not conflict with the applicable policies and regulations governing scenic quality included in the City of Burlingame General Plan and Zoning Ordinance.

The proposed Project would also be generally consistent with the BCDC Bay Plan and Public Access Design Guidelines objectives and policies by encouraging recreational facilities along the Bay, including the proposed extension of the Bay Trail through the property; providing greater public access to the Bay and a variety of on-site public amenities; and designing buildings and structures to minimize the visual impact on the Bay and shoreline views. Compliance with the applicable BCDC permit requirements would ensure that the proposed Project would not conflict with applicable BCDC policies and regulations governing scenic quality.

For these reasons, the Project's would not conflict with applicable zoning and other regulations governing scenic quality, and therefore, the impact would be less than significant. (Draft EIR, pp. 4.1-27 to 4.1-28.)

Impact AES-3: The Project would not create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area.

Proposed exterior lighting would be designed to meet the requirements of Municipal Code Section 18.16.030 to prevent light spillage off-site. As demonstrated by the Project's proposed photometric plan, the site lighting would be designed such that there would be greatest lighting on the Project site along Old Bayshore Highway, with the lighting levels decreasing closer to the Bay side of the Project site. The increase in levels of lighting compared to existing conditions would not adversely affect day or nighttime views in the area. The new exterior lighting for the Project would also be designed to reduce existing regulations regarding light and glare. Consequently, the proposed Project would not create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area, and therefore, the impact would be less than significant. (Draft EIR, pp. 4.1-28 to 4.1-29.)

Impact C-AES-1: The Project, when combined with other past, present, or reasonably foreseeable projects, would not have a substantial adverse effect on a scenic vista or conflict with applicable zoning and other regulations governing scenic quality.

The proposed Project would combine with cumulative development to limit some existing views of scenic resources. However, abundant views of the Bay and the East Bay Hills would continue to be available from the higher elevations of Burlingame. In addition, when considering views from the Bay Trail, given the active use of this trail, and the dynamic and temporary nature of the obstruction for pedestrians and bicyclists traveling along trail, the effect on scenic vistas from this vantage point would not be substantial. Consequently, the proposed Project, combined with cumulative development, would not have a substantial adverse effect on scenic vistas.

All development in the City must conform to the land use regulations and policies of the General Plan and the Zoning Ordinance, including applicable development standards and regulations governing scenic quality. In addition, BCDC would determine if the proposed Project and applicable shoreline cumulative development is consistent with the McAteer-Petris Act and the policies and findings of the Bay Plan, including policies governing scenic quality, prior to approving BCDC permits to allow development. Required compliance with these regulations and policies would ensure that the proposed Project, combined with cumulative development, would not conflict with applicable BCDC regulations governing scenic quality.

For these reasons, the Project, when combined with other past, present, or reasonably foreseeable projects, would not conflict with applicable zoning and other regulations governing scenic quality, and therefore, the impact would be less than significant. (Draft EIR, pp. 4.1-30 to 4.1-33.)

Impact C-AES-2: The Project, when combined with other past, present, or reasonably foreseeable projects, would not create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area.

Proposed development at the Project site, combined with cumulative development, would result in increased nighttime lighting and glare. However, lighting for the proposed Project and cumulative projects in the City must meet the requirements of Municipal Code Section 18.16.030 to prevent light spillage off-site. In addition, new exterior lighting for the Project and cumulative development would be designed to reduce light and glare per existing regulations. Consequently, the proposed Project, combined with cumulative development, would not create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area, and therefore, the impact would be less than significant. (Draft EIR, p. 4.1-33.)

4.2 Air Quality

Impact AIR-3: Implementation of the proposed Project would not result in health risk impacts from exposure of sensitive receptors to substantial pollutant concentrations of diesel particulate matter emissions.

The Project would generate short-term emissions from Project construction equipment during site preparation activities, including directly emitted particulate matter (PM), including

PM_{2.5} and PM₁₀, and toxic air contaminants (TACs) such as diesel particulate matter (DPM). Additionally, the long-term operational emissions from the Project's mobile and stationary sources would include particulate matter, TACs, and some compounds or variations of reactive organic gases (ROGs). A Health Risk Assessment (HRA) was conducted for the proposed Project to determine the health risk of Project construction and operations to offsite receptors. The HRA determined that impacts associated with excess cancer risk and PM_{2.5} exposure at this offsite receptor would not exceed BAAQMD significance thresholds and, therefore, the impact associated with the Project's potential to expose sensitive receptors to substantial pollutant concentrations would be less than significant. (Draft EIR, pp. 4.2-22 to 4.2-23.)

Impact AIR-4: Implementation of the proposed Project would not result in emissions (such as those leading to odors) that would affect a substantial number of people.

Construction activities near existing receptors would be temporary and would not result in nuisance odors that would violate BAAQMD Regulation 7. During operation, odors could emanate from vehicle exhaust, intermittent use of the backup generator during emergencies and maintenance testing, and the reapplication of architectural coatings. However, the Project's odor impacts would be limited to circulation routes, on-site parking/staging areas, and areas immediately adjacent to recently painted structures on the Project site. Although such brief exhaust- and paint-related odors may be considered adverse, they would not affect a substantial number of people. For these reasons, the Project is not anticipated to result in substantial or long-term odors, and the impact would be less than significant. (Draft EIR, pp. 4.2-23 to 4.2-24.)

Impact C-AIR-2: The Project, in combination with past, present, and reasonably foreseeable future development in the project area, would not contribute considerably to cumulative health risk impacts to sensitive receptors.

A cumulative health risk impact analysis considered the health risk impact of overlapping Project construction and interim Project operational emissions, along with existing nearby sources of DPM and PM_{2.5} emissions, which include permitted stationary sources, major streets, highways, railroads, and roadways, at Bayside Park. The cumulative health risk assessment determined the cumulative cancer risk, and non-cancer chronic hazard index (HI) were below the respective BAAQMD's thresholds of significance. However, the cumulative annual average PM_{2.5} concentrations at Bayside Park would exceed the cumulative threshold and would be considered a significant cumulative impact. The primary contributor to the cumulative PM_{2.5} concentration at Bayside Park is background PM_{2.5} emitted from vehicles due to the receptor's proximity to the nearest highway (U.S. 101). Since the Project's impacts are all below individual project-level thresholds, the Project's contribution to the cumulative impact would not be cumulatively considerable. Furthermore, recreational users would only be exposed to the mobile-generated PM_{2.5} concentrations for limited hours on any given day and would be less affected by health risk impacts of nearby roadways and highways compared to a residential receptor, for which the BAAQMD's cumulative health risk thresholds were derived. For these reasons, the Project would not result in a cumulatively considerable contribution to the significant health risk impacts at the recreational receptor, and therefore, the impact would be less than significant. (Draft EIR, pp. 4.2-30 to 4.2-32.)

4.3 Biological Resources

Criteria IV(f): Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

There are no adopted or approved local, regional, or state habitat conservation plans applicable to the Project site; therefore, there would be no Project impact related to this significance threshold. (Draft EIR, p. 4.3-15.)

Impact BIO-3: Implementation of the proposed Project would not interfere substantially with the movement of a native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites.

The Project site provides minimal opportunity for migratory birds to find resting or foraging habitat during migration. Consequently, Project construction-related impacts to wildlife movement would be less than significant. Operation of the proposed Project would result in a net increase in the amount of building glass exterior surfaces in the built environment. Reflective building façades that are generally located in a clear flight path from water features, such as San Francisco Bay, can create hazards for birds. Other potential feature-related hazards new development can pose to birds include glass courtyards, transparent building corners, or freestanding glass walls on rooftops or balconies.

The Project would include a number of bird safe design features to reduce the potential for bird strikes, including the use of glazing of 15 percent reflectivity or lower; use of opaque materials limiting any non-bird-friendly glazing to no more than 10 percent within the bird collision zone (0 to 60 feet); and use of fritted dots patterns on glazing of a size/design consistent with the American Bird Conservancy (ABC) threat factor rating system. In addition, notable bird safe design criteria related to the landscaping include: use of minimal landscaping inside buildings near glass and in front of heavily glazed facades around the ground level building perimeters; and restricting landscaping on upper level-terraces and roof decks to low-growing or shrub species with minimal visibility through perimeter facades. With respect to night lighting, the Project would be required to comply with Burlingame Municipal Code 18.16.030 to prevent light spillage beyond the Project site. Incorporating these bird-safe design elements into the Project design would reduce the operational impacts to migrating birds, and therefore the impact would be less than significant. (Draft EIR, pp. 4.3-28 to 4.2-30.)

Impact BIO-4: Implementation of the proposed Project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

The proposed Project would require removal of 62 existing trees within the Project site to accommodate the proposed redevelopment of the site, and plant 230 new trees in the Project site. Some of the existing trees to be removed may meet the definition of “protected” trees under the City of Burlingame Tree Ordinance. In accordance with the provisions of the City of Burlingame tree protection ordinance, the Project will comply with standard City of Burlingame tree removal

permit conditions and replace trees that are removed in accordance with these tree removal policies. Such compliance would reduce any potential impacts due to conflicts with the City's tree preservation ordinance to a less than significant level. (Draft EIR, p. 4.3-30.)

4.4 Cultural Resources, including Tribal Cultural Resources

Impact CUL-1: The Project would not cause a substantial adverse change in the significance of a historical resource.

There are no eligible historical resources on the Project site. All eight historic-age buildings on the Project site were evaluated as potential historical resources using the National Register of Historic Places, California Register of Historical Resources, and City of Burlingame Historic Architectural Resources Inventory criteria by qualified professionals and found ineligible because they did not meet the eligibility criteria for either the National or California registers. Consequently, the Project would result in no impact on historical resources. (Draft EIR, p. 4.4-14.)

Impact C-CUL-1: The Project, when combined with other past, present, or reasonably foreseeable projects, would not result in a significant cumulative impact to historical resources or tribal cultural resources.

The Project would result in no impact to architectural historical resources. Since no architectural historical resources would be impacted by the proposed Project, there would be no potential for the proposed Project to contribute to cumulative impacts to architectural historical resources within the City of Burlingame in conjunction with other projects. Consequently, the Project would not result in a significant cumulative impact to historical resources or tribal cultural resources. (Draft EIR, p. 4.4-17.)

4.5 Energy

Impact ENE-1: Implementation of the Project would not result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation.

Project construction would result in the consumption of energy in the form of transportation fuels (i.e., gasoline and diesel fuel) from a variety of sources, including off-road construction equipment and on-road worker, vendor, and hauling vehicles; and electricity to pump water to the site, and to power tools and smaller construction machinery. Project operations would require long-term consumption of energy in the form of electricity, gasoline, and diesel fuel for mobile vehicle sources, and potable water use.

The Project-related electricity consumption would not cause adverse effects on local and regional energy supplies or require additional generation capacity beyond the state-wide planned increase to accommodate projected energy demand growth. The design of the Project buildings is targeted to meet the LEED™ Gold standard, which would include bicycle facilities, electric vehicle (EV) chargers, heat island reduction, rainwater management, all-electric & energy-efficient heating, ventilation and air conditioning (HVAC) systems, enhanced commissioning, building product disclosures, enhanced indoor air quality, low-emitting materials, and indoor water use reduction,

among others. Use of natural gas for the Project would be limited to operation of the proposed lab use and for the café/restaurant use; otherwise, the proposed buildings would comply with the City of Burlingame 2020 Reach Code, which prohibits natural gas for heating and cooling.

Through use of renewable energy, energy efficiency standards, and electric vehicle charging infrastructure, the Project would minimize impacts on the local and regional energy supply. In addition, the Project peak demand would have only a minor effect on PG&E's system-wide peak demands. The Project's use of energy would also not have a substantial adverse effect on statewide or regional energy resources. Furthermore, the Project would provide efficient transportation alternatives through promotion of public transit linkages and use of alternative modes of transportation, which would result in a mode shift and reduced vehicle miles travelled (VMT). Based on the above, the Project would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of fuel or energy, and therefore the impact would be less than significant. (Draft EIR, pp. 4.5-15 to 4.5-21.)

Impact ENE-2: Implementation of the Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

The Project would address recommended measures of the 2030 Climate Action Plan (CAP), which has goals similar to the statewide target of achieving 80 percent below 1990 emission levels by 2050. Measure 12 has voluntary energy efficiency improvements that are above and beyond State requirements, and Measure 10 addresses use of the 2030 CAP's Construction Best Management Practices of BAAQMD's Best Practices for Construction. In addition, the Project would be required to comply with the California Green Building Standards Code (CALGreen) and target LEED™ certification rating of Gold. Based on the above, the proposed Project would not conflict with applicable policies related to renewable energy or energy efficiency, and therefore, the Project's impact would be less than significant. (Draft EIR, p. 4.5-22.)

Impact C-ENE-1: The Project, combined with cumulative development in the Project site vicinity and citywide, would not result in significant cumulative energy impacts.

Cumulative projects could require increased peak and base energy demands and, therefore, could cause or contribute to adverse cumulative conditions. However, the cumulative projects would be subject to the same applicable federal, state, and local energy efficiency requirements (e.g., the State's Title 24 requirements) that would be required of the Project, which would result in efficient energy use during their construction and operation. Adverse Project-related impacts to electricity demand would be negligible and would not significantly impact peak or base power demands during construction, operation, or maintenance. Accordingly, the Project's incremental contribution to cumulative impacts on energy resources would not be cumulatively considerable, and therefore the impact would be less than significant. (Draft EIR, pp. 4.5-22 to 4.5-23.)

4.6 Geology and Soils

Criteria VII(a)(ii): Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault.

There are no Holocene-active faults within the Project site. As such, there would be no risk of surface fault rupture at the Project site. Therefore, there would be no impact related to this issue. (Draft EIR, p. 4.6-12.)

Criteria VII(a)(iv): Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides.

The Project site is in an urbanized and developed area. There would be a very low landslide potential due to the relatively flat topography and lack of slopes and hills. Additionally, the Project site is not within an established earthquake-induced landslide zone. As a result, there would be no impact associated with landslides. (Draft EIR, p. 4.6-12.)

Criteria VII(e): Have soils incapable of supporting the use of septic tanks or alternative wastewater disposal where sewers are not available for the disposal of waste water.

New sanitary sewer infrastructure would be installed at the Project site, with sanitary sewer lines proposed to extend beneath the service roads and connect to existing sanitary sewer collection lines in Old Bayshore Highway. As such, the Project does not propose or require the installation of new septic tanks or other alternative water disposal systems. Therefore, there would be no impact with this issue. (Draft EIR, p. 4.6-12.)

Criteria VII(f): Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

The artificial fill on the Project site has no potential to contain significant paleontological resources, and the underlying Holocene-age deposits are considered to have a low potential to contain significant paleontological resources. Due to the age and nature of the deposits within the Project site, and the proposed excavation depths associated with the Project, there would be no impact to significant paleontological resources. (Draft EIR, p. 4.6-12.)

Impact GEO-1: The Project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking.

Due to the proximity to the San Andreas and Hayward fault zones, Project development would be subject to strong seismic ground shaking in the event of an earthquake originating from these fault zones. As required by California law, any new development would be subject to the seismic design criteria of the California Building Code (CBC) and City building codes, which require that all improvements be constructed to withstand anticipated ground shaking from regional

fault sources. The CBC standards and City codes require all new development to be designed consistent with a site-specific, design-level geotechnical report, which would be fully compliant with the seismic recommendations of a California-registered professional geotechnical engineer. Adherence to the applicable CBC requirements and City codes would ensure that the Project would not directly or indirectly cause substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking. Therefore, the impact would be less than significant. (Draft EIR, pp. 4.6-13 to 4.6-14.)

Impact GEO-2: The Project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction.

Project components could be subjected to the damaging effects of liquefaction in the event of an earthquake in the region. Additionally, liquefaction within the undocumented fill could contribute to lateral spreading. As required by California law, any new development would be subject to the seismic design criteria of the CBC and City building codes, which require that all improvements be constructed to withstand any anticipated seismic-related ground failures, including liquefaction and lateral spreading, due to ground shaking from an earthquake. Each new development would be required to obtain a site-specific geotechnical report prior to the issuance of individual grading permits; each new development would be required to retain a licensed geotechnical engineer to investigate and evaluate each new development site and design new structures to withstand probable seismic-related ground failures, such as liquefaction and lateral spreading. The CBC standards and City codes require all new development to be designed consistent with a site-specific, design-level geotechnical report, which would be fully compliant with the seismic recommendations of a California-registered professional geotechnical engineer. Compliance with all applicable CBC and City Code requirements would ensure that the Project would not directly or indirectly cause substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction. Therefore, the impacts would be less than significant. (Draft EIR, pp. 4.6-14 to 4.6-15.)

Impact GEO-3: The Project would not result in substantial soil erosion or the loss of topsoil.

Erosion of exposed soils can occur as a result of the forces of wind or water, and could be worsened during the ground disturbance activities. Any new development that would require the disturbance of one or more acres during construction would be subject to the requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharge Associated with Construction and Land Disturbance Activities (Construction General Permit). The Construction General Permit requires the preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP), which would include Best Management Practices (BMPs) designed to control and reduce soil erosion. Once constructed and as discussed above in Section 4.6.1, *Regulatory Framework*, the Municipal Separate Storm Sewer Systems (MS4) permit and City codes would require that the design of the Project include recommendations for managing runoff from completed projects to reduce the potential for erosion that could result in ground failures. Compliance with the independently enforceable existing requirement to control runoff

would ensure that impacts related to erosion and soil loss would be less than significant. (Draft EIR, p. 4.6-15.)

Impact GEO-4: The Project would not require development that would be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse.

New development associated with the Project would be susceptible to unstable geologic or soil conditions would be subject to the damaging effects of these hazards. All new development would be subject to the requirements of the CBC and City building codes, which would include conducting geotechnical investigations to analyze potential unstable soil conditions at a site. If unstable soil conditions are determined to be present at a given site, the geotechnical report specific to that site would include site-specific design requirements to implement to reduce or avoid adverse effects associated with unstable soils. Compliance with the CBC and City code requirements, including implementation of recommendations provided in site-specific geotechnical reports would reduce or avoid impacts related to unstable soils to less than significant. (Draft EIR, p. 4.6-16.)

Impact C-GEO-1: The Project, when combined with other past, present, or reasonably foreseeable projects, would not contribute considerably to cumulative impacts on geology, soils, or paleontological resources.

State and local building regulations and standards have been established to address seismic and unstable geologic unit and soils conditions. The Project and cumulative projects would be required to comply with applicable provisions of the CBC and City codes. Through compliance with these requirements, the potential for impacts would be reduced. The purpose of the CBC and City codes is to regulate and control the design, construction, quality of materials, use/occupancy, location, and maintenance of all buildings and structures within its jurisdiction; by design, it is intended to reduce the cumulative risks from buildings and structures. Therefore, based on compliance with these requirements, the incremental impacts of the Project combined with impacts of other projects in the area would not cause a significant cumulative impact related to seismically induced groundshaking, liquefaction and lateral spreading, expansive soils, or erosion, and the Project's contribution to cumulative effects would not be cumulatively considerable. (Draft EIR, pp. 4.6-17 to 4.6-18.)

4.8 Hazards and Hazardous Materials

Criteria IX(c): Emit hazardous or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

There are no schools located within 0.25 mile of the Project site. The nearest school is Peninsula High School located at 860 Hinckley Road, approximately 0.4 miles northwest of the Project site; and other proximate schools (Lincoln Elementary School, McKinley Elementary School, and Burlingame High School) are located 0.8 miles or more from the Project site. Therefore, there would be no impact relative to the proposed Project emitting hazardous emission

handling hazardous or acutely hazardous materials, substances or waste within one-quarter mile of a school (Draft EIR, p. 4.8-17.)

Criteria IX(g): Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fire.

The Project site is in a highly urbanized setting with no nearby wildlands; and not located within or near a very high fire hazard severity zone. Therefore, there would be no impact relative to the proposed Project exposing people or structures to risks involving wildland fires. (Draft EIR, p. 4.8-17.)

Impact HAZ-3: The Project would be located within an airport land use plan but would not result in a safety hazard or excessive noise for people residing or working in the project area or create a hazard to navigable airspace and/or operations at a public airport.

The Project site is located outside all of the *San Mateo County Comprehensive Airport Land Use Plan for the Environs of San Francisco International Airport* (ALUCP) safety compatibility zones and the 65 dBA CNEL contour. In addition, the proposed Project buildings would not represent an obstruction to air navigation under Federal Aviation Regulation (FAR) Part 77, Subpart C. Prior to issuance of any demolition or construction permits, the City would require the Project applicant to provide appropriate notification of proposed construction to the FAA via FAA Form 7460-1 (Notice of Proposed Construction or Alteration). Given these factors, the Project would not result in a safety hazard or excessive noise for people residing or working in the project area or create a hazard to navigable airspace and/or operations at a public airport, and the impact would therefore be less than significant. (Draft EIR, p. 4.8-23.)

Impact HAZ-4: The Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.

Construction of the proposed Project would be required to acquire an Encroachment Permit for any work within the City right-of-way, public easements, or utility easements. The Encroachment Permit includes the required preparation and implementation of a Traffic Control Plan Implementation of the Traffic Control Plan would ensure that emergency vehicles would be able to pass by the project site during construction activities and render this impact of temporary lane closures during construction to a less than significant. In addition, the project would not involve the permanent closure of roads and would not otherwise interfere with emergency response or evacuation plans including the San Mateo County Multijurisdictional Local Hazards Mitigation Plan or Emergency Operations Plan. All proposed development would be designed in accordance with California Fire Code requirements which include egress and emergency response design measures. Therefore, with adherence to existing building and Fire Code requirements, the potential impact related to evacuation and emergency plans would be less than significant. Therefore, potential impacts related to emergency response or evacuation would be less than significant. (Draft EIR, p. 4.8-24.)

Impact C-HAZ-1: The Project, in combination with past, present, and reasonably foreseeable future development would not result in a cumulatively significant impact related to hazards and hazardous materials.

The construction activities for all cumulative projects would be subject to the same regulatory requirements discussed for the Project for compliance with existing hazardous materials regulations, including spill response during construction and being located on sites with residual contamination from previous land uses. Cumulative projects that have spills of hazardous materials and/or residual contamination from previous land uses would be required to remediate their respective sites to the same established regulatory standards as the Project. The residual less-than-significant effects of the Project that would remain after mitigation would not combine with the potential residual effects of cumulative projects to cause a potential significant cumulative impact because residual impacts would be highly site-specific, would not spatially overlap, and would be below regulatory standards. Accordingly, no significant cumulative impact with respect to the use of hazardous materials would result. For the above reasons, the Project in combination with cumulative projects would not cause or contribute to a cumulatively considerable impact with respect to the use of hazardous materials, and impacts would be less than significant.

All construction sites (i.e., Project site and cumulative project sites) that could cause lane closures would be required to apply for a City Encroachment Permit, which would require the preparation and implementation of a Traffic Control Plan that would manage the movement of vehicles to maintain traffic flow and prevent interference with emergency access. With the implementation of traffic control plans, the Project in combination with cumulative projects would not cause or contribute to a cumulatively significant impact with respect to emergency access, and impacts would be less than significant.

Similar to the proposed Project, other life science-related cumulative projects would also be required to comply with all of the same hazardous materials regulatory requirements as the Project, which includes the storage, use, and disposal of hazardous materials and waste. Life science research facilities would be required to comply with existing federal and State regulations, which would minimize the potential for adverse health effects related to hazardous materials and waste. Therefore, the Project in combination with cumulative projects would not cause or contribute to a cumulatively significant impact with respect to the use of hazardous materials, and impacts would be less than significant.

As with the proposed Project, some of the cumulative projects would be located within the boundary of the SFO ALUCP. Similar to the proposed Project, the cumulative projects would also be required to comply with FAA requirements that require building heights not interfere the navigable airspace of the airport. Therefore, the Project in combination with cumulative projects would not cause or contribute to a cumulatively significant impact with respect to proximity to an airport and impacts would be less than significant. (Draft EIR, pp. 4.8-25 to 4.8-26.)

4.9 Hydrology and Water Quality

Impact HYD-2: Implementation of the Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin.

Limited and temporary dewatering would be required during construction; in which case, water would be discharged to the City's sewer system, after on-site treatment if necessary. If the dewatering effluent requires on-site treatment, it would be treated to the standards required by applicable state and local regulations, and the acceptance criteria of the City's sewer system. As a result, Project construction would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that it may impede sustainable groundwater management of the basin. As dewatering during construction would be limited and temporary, and would be properly treated as necessary prior discharge, the construction-related impact to groundwater recharge and sustainable management of the Basin would be less than significant.

The Project would increase pervious areas of the Project site, and include areas of landscaped area, open space, creeks and wetlands. Landscaped areas, including stormwater treatment planters that promote infiltration by draining to pervious surfaces, would allow for groundwater recharge. The project would also include measures to prevent groundwater infiltration into the garages, including the installation of a continuous cut-off wall for shoring the garage excavations, and designing the below-grade parking levels for hydrostatic uplift and waterproofing. As a result, the Project is anticipated to result in a net increase in groundwater recharge over existing conditions. Furthermore, the Project demand for potable water demand would be served by the City's water supply, and not groundwater.

Given the above factors, operation of the Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that it may impede sustainable groundwater management of the basin, and therefore, the impact would be less than significant. (Draft EIR, pp. 4.9-15 to 4.9-16.)

Impact HYD-3: Implementation of the Project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: i) result in substantial erosion or siltation on- or off-site; ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or iv) impede or redirect flood flows.

During construction, stormwater drainage patterns could be temporarily altered. However, the Project would implement BMPs, as required in the SWPPP, to minimize the potential for erosion or siltation in nearby storm drains as well as temporary changes in drainage patterns during construction. Construction BMPs would capture and infiltrate small amounts of sheet flow into the ground such that offsite runoff from the construction site would not increase, ensuring that drainage patterns would not be significantly altered. Measures required by the NPDES Construction General Permit (CGP) would also limit site runoff during construction and would not alter stormwater

drainage patterns. BMPs would be implemented to control construction site runoff, ensure proper stormwater control and treatment, and reduce the discharge of pollution to the storm drain system. Therefore, construction would not substantially alter the existing drainage pattern of the area in a manner that would result in substantial erosion or siltation or increase the rate or amount of surface runoff in a manner that would result in flooding onsite or offsite. In addition, the MRP provides practices to prevent polluted runoff during construction activities. Given the above considerations, the Project's potential construction-related changes to drainage patterns or waterways, and resultant effects on increases in erosion/ siltation, and/or stormwater flows and flooding, would be less than significant.

The proposed Project stormwater management plan would reduce runoff and treat stormwater through filtration, in compliance with state and County of San Mateo requirements and Provision C.3 of the Municipal Regional Stormwater (MRP). The Project would not substantially alter the existing drainage pattern at the Project site through the addition of impervious surfaces. As such, the proposed Project would not increase runoff from the site in a manner that would result in flooding or exceed the capacity of the storm drainage system or result in substantial additional sources of polluted runoff. Furthermore, the proposed Project includes a number of shoreline improvements and other features relevant to sea level rise and flooding, including, but not limited to, raised ground (elevated on fill), sea walls, flood walls, riprap slopes, settlement mitigation, and/or geotechnical provisions for seismic stability of the shoreline and along Easton Creek. The Project flood protection measures would prevent Bay water from flooding onto the Project site, would not substantially affect coastal flooding, or result in additional areas becoming inundated. Therefore, the proposed Project would not cause substantial adverse effects due to impeding or redirecting flood flows. Given the above factors, the Project's potential operational changes to drainage patterns or waterways, and resultant increases in erosion/siltation, and/or stormwater flows and flooding would be less than significant. (Draft EIR, pp. 4.9-17 to 4.9-19.)

Impact HYD-4: Implementation of the Project would not result risk release of pollutants due to project inundation in flood hazard, tsunami, or seiche zones.

The Project is within the 100-year and 500-year floodplain as designated on the FEMA FIRM for the area, within an established Tsunami Hazard Area, and susceptible to the impacts from seiche. The Project would construct all its new buildings with finished floor elevations of about 16 feet North American Vertical Datum of 1988 (NAVD 88), three feet above the minimum required by the City. The finished floor elevations would not be subject to inundation from the 100-year flood event until sea-level rise exceeded six feet. Six feet of sea-level rise is not projected to occur until 2100 under the 1-in-200 chance of exceedance and is likely to be closer to three feet.

In addition, as part of the City and San Mateo County planning to provide regional flood protection infrastructure, the Project would raise the ground surface elevation along the bay shoreline to a contiguous crest elevation of 17 ft NAVD 88, as specified by the City's Map of Future Conditions. This shoreline infrastructure would connect to new flood walls on either side of Easton Creek which have a crest elevation of 16 ft NAVD 88. This shoreline infrastructure, which would consist of a mix of earthen berms and flood walls, would be designed to be consistent with FEMA levee accreditation requirements.

Therefore, given the Project would be designed in compliance with applicable City Municipal Codes regarding sea level rise and flooding, it would therefore also minimize the potential for the release of pollutants due to tsunami or seiche, and the impact would be less than significant. (Draft EIR, p. 4.9-19.)

4.10 Land Use and Planning

Impact LU-1: The Project would not physically divide an established community.

The proposed Project changes would not alter the physical layout such that movement within or across the Project site would be obstructed. The proposed Project also does not propose any roadways, such as freeways, that would divide established communities or isolate individual neighborhoods within the communities. The proposed Project would not create any physical barriers that would physically divide an established community. Rather, the proposed Project would improve vehicle, bicycle, and pedestrian connectivity to and within the Project site. Consequently, implementation of the proposed Project would have no impact related to the division of an established community. (Draft EIR, pp. 4.10-9 to 4.10-10.)

Impact LU-2: The Project would not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.

All development in the City must conform to the land use regulations and policies of the General Plan and the Zoning Ordinance. The BFC General Plan designation and zoning district permits commercial uses, including entertainment establishments, restaurants, hotels and motels, retail, and higher-intensity office uses. Policies in the BFC designation and zoning district prioritize public access to the waterfront; thus, the designation permits public open space that implements local and regional trail plans, recreation, and habitat preservation objectives.

The proposed Project would require a Special Permit for the proposed building heights. The proposed Project's FAR of 2.71 also would require a Special Permit and the provision of sufficient community benefits to qualify for application of Tier 3 development standards in accordance with Section 25.12.040, *Community Benefits for Increased FAR in the BFC and I-I Zoning Districts*, of the Zoning Ordinance. The proposed Project would be consistent with all other applicable City zoning regulations and development standards, including those pertaining to setbacks, parking, view corridors, lot coverage, lot frontage, minimum lot size, landscaping, and trash and loading areas. Therefore, if the City were to approve the requested Special Permit for the proposed Project's increased height and FAR, the proposed Project would be consistent with the BFC land use designation and zoning.

Finally, the proposed Project would be subject to the City's design review process, which would require a finding that the proposed Project is consistent with applicable General Plan policies, design guidelines, and any other applicable City planning-related documents prior to approval of the proposed Project.

The proposed Project would include sea-level-rise, flood-control, utility, recreational, and other improvements that could be subject to BCDC permit approval. BCDC will consider the information and analysis presented in this EIR to determine if the proposed Project is consistent with the McAteer-Petris Act and the policies and findings of the Bay Plan prior to approving BCDC permits to allow the implementation of the proposed Project. Compliance with the applicable permit requirements would ensure that the proposed Project would not conflict with BCDC plans or policies.

The Project site is outside the noise and safety compatibility zones identified in the ALUCP, and therefore the proposed Project would not be inconsistent with the noise and safety compatibility policies adopted in the SFO ALUCP. (Draft EIR, pp. 4.10-10 to 4.10-13.)

Impact C-LU-1: The Project, when combined with other past, present, or reasonably foreseeable projects, would not result in a significant cumulative land use and planning impact.

All development in the City, including the proposed Project, must be reviewed for consistency with applicable land use plans, policies, and regulations prior to approval of entitlements for development. These requirements ensure that cumulative impacts related to division of an established community or conflicts with applicable plans, policies, or regulations would be less than significant. (Draft EIR, p. 4.10-14.)

4.11 Noise and Vibration

Impact NOI-1: Construction activities under the Project would not generate a substantial temporary increase in ambient noise levels in the vicinity of the Project site in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.

Noise levels generated during Project construction activities at the closest sensitive receptors would be below the FTA daytime criteria of 90 dBA Leq for residential uses. Additionally, construction-related noise would increase noise levels at the nearest noise sensitive land uses by less than 10 dBA. Therefore, the temporary increase in ambient noise levels would cause a less-than-significant impact. In addition, Project construction haul trucks traveling to and from Project site and staging areas would not increase noise levels along local roadways near noise-sensitive receptors. Consequently, the Project construction noise impacts on standards established in the City general plan and noise ordinance, would be less than significant. (Draft EIR, pp. 4.11-14 to 4.11-18.)

Impact NOI-2: Implementation of the Project would not generate substantial permanent increases in ambient noise levels in the vicinity of the Project site in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.

Operation of the Project would increase ambient noise levels in the immediate Project site vicinity primarily associated with the operation of new building stationary equipment, such as HVAC systems and emergency generators. Given the substantial distance of the nearest residential

receptors from the Project site buildings, the contribution of noise from proposed building HVAC equipment and emergency generators would not meaningfully (less than 0.1 dBA) increase noise levels at the nearest residential uses. Because the increase in noise would be less than 3 dBA, the impact of HVAC and emergency generators operations would be less than significant.

In addition, the increase in peak hour traffic noise in the vicinity of the Project site for the Existing Plus project traffic scenario compared to the Existing traffic scenario would be less than 3 dBA on all roadway segments. Accordingly, the Project impact to increases in operational traffic noise on study area roadways would be less than significant. (Draft EIR, pp. 4.11-18 to 4.11-20.)

Impact NOI-3: Construction activities for the Project and related improvements would not result in generation of excessive groundborne vibration or groundborne noise levels.

The types of construction-related activities associated with propagation of ground-borne vibration would primarily include the use of vibratory rollers for compacting, vibratory hammer for sheet piles, and drilling for pile installation. No impact pile driving or blasting activities are proposed during construction of the Project. However, piles would be installed using a drilled, cast-in-place method, such as auger-cast or torquedown piles, or a vibratory hammer suspended from a crane for sheet piles comprising portions of the proposed sea wall. The Project construction vibration level that would be experienced at any off-site building would be well below the applicable human annoyance (0.04 inch/second PPV) and building damage (0.50 inch/ second PPV) thresholds. Accordingly, Project impacts from Project vibration-generating equipment at nearby buildings during construction would be less than significant. (Draft EIR, pp. 4.11-20 to 4.11-21.)

Impact NOI-4: The Project is located within an airport land use plan but would not expose people residing or working in the Project area to excessive noise levels?

The Project site is approximately 0.3-mile southeast of the SFO property boundary, approximately 1 mile from the nearest SFO runway. The Project site is located outside the 65 dB CNEL noise contour of airport operations. As such, no exceedances of FAA criteria within the Project site would occur, and the impact would be considered less than significant. (Draft EIR, p. 4.11-21.)

Impact C-NOI-1: Implementation of the Project, combined with cumulative construction noise in the Project area, would not generate a substantial temporary increase in ambient noise levels from construction activity in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.

There are no reasonably foreseeable cumulative construction projects within the 1,000-foot geographic scope of the cumulative construction analysis. Therefore, cumulative construction noise impacts would be less than significant. (Draft EIR, p. 4.11-22.)

Impact C-NOI-2: Implementation of the Project, combined with cumulative development in the project area, would not generate substantial permanent increases in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.

There are no reasonably foreseeable cumulative projects within the geographic scope of the Project that would generate substantial operational noise and, consequently, cumulative operational noise impacts from stationary sources would be less than significant. Implementation of the Project combined with cumulative development in the Project area could contribute to an increase in average daily noise levels of 3 dBA or more at property lines, if ambient noise levels in areas adjacent to proposed development already exceed local noise levels set forth in local general plans or ordinances for such areas based on their use. The increase in peak hour traffic noise in the vicinity of the Project site from the Existing Plus Cumulative traffic scenario compared to the Existing traffic scenario would be less than significant. (Draft EIR, pp. 4.11-22 to 4.11-23.)

Impact C-NOI-3: Implementation of the Project, combined with cumulative construction in the Project area, would not result in generation of excessive groundborne vibration or groundborne noise levels.

There are no reasonably foreseeable cumulative projects within the geographic scope of the Project that would generate substantial construction vibration and, consequently, cumulative construction vibration impacts would be less than significant. (Draft EIR, p. 4.11-23.)

4.12 Population and Housing

Criteria XIV(b): Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere.

The Project site is currently used for commercial purposes, and has no housing units or residential population. Consequently, implementation of the proposed Project would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere, and there would be no impact. (Draft EIR, p. 4.12-6.)

Impact POP-1: Implementation of the proposed Project would not induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure).

The Project would not include any residential development, and as a result, it would not result in a direct population impact. However, the Project could induce potential indirect population impacts through the provision of the Project's employment opportunities. It is estimated that 5,163 total new jobs, or a net increase of 5,080 net new jobs over existing conditions would be generated if the Project were to consist of 100 percent office uses. Approximately 558 of the net new projected employees at the Project site would be expected to live in the City of Burlingame, equating to a demand for up to 558 housing units within the City. The Project-induced housing demand would equate to approximately 19 percent of the project housing demand by 2040. In 2020, the City entitled the construction of 818 net new units, along with "in progress" applications for

approximately 180 new units; and in 2021, the City entitled an additional 346 net new units. In addition, based on the regional housing needs assessment (RHNA) allocation, the City plans for an additional 3,257 housing units to be developed for the 2023 to 2031 planning period. New residents induced by the jobs at the Project site that would live in Burlingame could be accommodated within this new housing. Therefore, the Project would not directly result in substantial population growth beyond what is expected for the City.

Other Project employees would create a demand for housing and live in surrounding communities in the County and Bay Area. However, since other cities and counties in the Bay Area are also subject to address future housing needs and accommodate RHNA housing obligations as part of their regular housing element updates, it is expected that these new residents housing needs would similarly be accommodated.

The Project would be an infill development within an already-developed area of Burlingame. The Project site is well-served by urban infrastructure, services, and transit. The Project site is designated under the General Plan as Bayfront Commercial (BFC), which permits uses that would be consistent with the potential office or life science uses planned at the Project site. Therefore, the population growth at the Project site which would occur with Project implementation would be expected and accounted for under this designation.

In addition, on-site utility infrastructure improvements proposed at the Project site as part of the Project, in conjunction with, existing the utilities that currently serve the Project site would be adequate to serve the Project site during operation, and would not serve off-site areas. In addition, proposed new on-site roadways would be intended for internal circulation only, and limited proposed off-site transportation improvements would not increase roadway capacity. Therefore, there would be no new infrastructure that would induce or otherwise result in unplanned population growth, either directly or indirectly.

For these reasons, the impact of the Project related to inducement of unplanned population growth would be less than significant, and no mitigation would be required. (Draft EIR, pp. 4.12-7 to 4.12-10.)

Impact C-POP-1: Implementation of the proposed project, in combination with other development, could induce substantial unplanned population growth in an area, either directly or indirectly.

Future cumulative development in the Bayfront area and elsewhere in the City include several projects to be developed for office (including life science) or commercial use, which would generate employment in the area in addition to the proposed Project. Planned future cumulative office development in the City would further exceed the office development assumed to be developed in the General Plan Final EIR, and in conjunction with the Project and approved office development would increase the total office exceedance. The additional planned cumulative commercial development, by itself and in conjunction with the commercial contribution from the Project and approved commercial development, would continue to be less than the commercial development assumed in the General Plan Final EIR.

As discussed above in Impact POP-1, population growth under the proposed Project would be consistent with adopted regional and local projections and would not induce additional growth outside the Project site. Consequently, implementation of the proposed Project, in combination with other development, would not induce unplanned population growth, and the cumulative impact would be less than significant. (Draft EIR, pp. 4.12-10 to 4.12-12.)

4.13 Public Services and Recreation

Criteria XIV(a): Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for other public facilities:

The Project would create additional demand for the City's public libraries. This limited demand would be anticipated to be met by existing libraries. In addition, the City collects Public Facility Impact Fees committed to public services, including libraries, that are affected by new development; however, as per the Resolution 796-2008, the library fees are not collected for office, commercial or industrial projects because the City Council determined these developments do not have a significant impact on the provision of City library services or facilities. Given these factors, the Project would not result in physical impacts associated with new or physically altered library facilities. (Draft EIR, p. 4.13-10.)

Impact PSR-1: Implementation of the Project would not result in substantial adverse physical impacts associated with the provision of or need for new or physically altered fire protection and emergency medical response services facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for fire protection.

The Project would increase the demand for fire protection and emergency medical response services over existing conditions due to the overall increase in site operations and an estimated 5,080 net new employment-related daytime population on the Project site, 558 of which would be expected to live in the city of Burlingame; and associated increases in off-site vehicular traffic. The increase in calls for fire protection and medical response associated with the Project would not be substantial in light of the existing demand and capacity for fire protection and emergency medical services in the City. The proposed development would neither adversely affect Central Costa Fire Department (CCFD) service standards nor require an increase in CCFD staff that would require the construction of new fire protection facilities.

In accordance with standard City practices, and consistent with General Plan Policy CS-2.3 the CCFD would review Project plans before building permits are issued to ensure compliance with all applicable fire and building code standards and to ensure that adequate fire and life safety measures are incorporated into the Project. The Project would be subject to fees that would provide additional funds to the City's General Fund which the City allocates in part to cover increased operational costs, such as additional fire personnel to meet increased needs from new development. The Project would also comply with the Public Facilities Impact Fee, which would assist in funding

public improvements and public services, including for fire protection, affected by new development (Burlingame Municipal Code Chapter 25.46).

Given the factors discussed above, the Project impact on fire protection and emergency medical response services would be less than significant. (Draft EIR, pp. 4.13-11 to 4.13-12.)

Impact PSR-2: Implementation of the Project would not result in substantial adverse physical impacts associated with the provision of or need for new or physically altered police facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for police protection.

The increase in on-site daytime employment-population, and associated increases in off-site vehicular traffic, could lead to an incremental increase in the demand for police response to the Project site and vicinity over existing conditions. The Project would be within the projected job growth in the City for its planning period. Police protection impacts would be less than significant with implementation of General Plan policies and environmental review standards. Police staffing that may be needed to provide adequate levels of service to the Project site and vicinity would be addressed in the Burlingame Police Department (BPD)'s annual budgeting process. As such, it is not expected that the Project would adversely affect service ratios or response times or increase the use of existing police protection facilities such that substantial physical deterioration, alteration, or expansion of these facilities would be required, thereby triggering environmental impacts.

In accordance with standard City practices, the BPD would review project plans before building permits are issued to ensure compliance with all applicable access and security measures are incorporated into the Project in compliance with all applicable state and City regulations. This would serve to minimize the need for BPD response to the Project site. The Project would be subject to fees that would provide additional funds to the City's General Fund. The Project would also comply with the Public Facilities Impact Fee, which would assist in funding public improvements and public services, including for police protection, affected by new development (Burlingame Municipal Code Chapter 25.46).

Given the factors discussed above, the Project impact on police protection services would be less than significant. (Draft EIR, pp. 4.13-12 to 4.13-13.)

Impact PSR-3: Implementation of the Project would not result in substantial adverse physical impacts associated with the provision of or need for new or physically altered school facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for schools.

No residential development is proposed as part of the Project. However, the Project would generate new employment on the Project site, 558 of which some would be expected to live in the city of Burlingame and generate a demand for enrollment in the Burlingame School District (BSD) and San Mateo Union High School District (SMUHSD). The additional households in the City could result in up to 120 net new elementary school students, 31 net new middle school students, and 112 net new high school students in Burlingame.

The proposed Project would be required to pay school impact fees in compliance with SB 50. According to California Government Code Section 65996, payment of school impact fees that may be required by a state or local agency constitutes full and complete mitigation of school impacts from development. Therefore, physical impacts associated with the provision of or need for new or physically altered school facilities as a result of the proposed Project would be less than significant. (Draft EIR, pp. 4.13-13 to 4.13-14.)

Impact PSR-4: Implementation of the Project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.

The Project would not include residential uses. However, the Project would generate new employment on the Project site, 558 of which would be expected to live in the City of Burlingame, which would increase demand for use of local and/or regional park and recreation facilities. Any use of existing public park and recreational facilities by this population in the Project site vicinity is expected to be passive and result in minimal increases in demand for these facilities, such that substantial physical deterioration of these facilities would not occur. Otherwise, the Project population is expected to primarily use park and recreation facilities near their homes, and as such, the use would be dispersed, and similarly, not anticipated to result in substantial physical deterioration.

Additionally, the Project would be subject to General Plan Policy HP-4.18 which seeks to pursue funding for parks, recreation, and trail enhancement, development, and maintenance through a variety of mechanisms, such as developmental impact fees like the Public Facilities Impact Fee. Compliance with the Public Facilities Impact Fee would assist in funding public improvements and community amenities, including for parks and recreation facilities affected by new development (Burlingame Municipal Code Chapter 25.46). Additionally, the City collects a parkland dedication fee as authorized under the Quimby Act which allows cities to require that developers set aside land, donate conservation easements, or pay fees in lieu of providing land as part of the land subdivision process.

For the reasons discussed above, potential impacts associated with physical deterioration of parks and recreation resources would be less than significant. (Draft EIR, pp. 4.13-14 to 4.13-15.)

Impact C-PSR-1: Implementation of the Project, when combined with other past, present, or reasonably foreseeable projects, would not contribute considerably to cumulative impacts on public services that would require new or physically altered governmental facilities, construction of which could have significant physical environmental impacts.

Cumulative growth in the City would contribute to additional demand for police and fire protection services. The Burlingame General Plan includes a number of goals and policies to address long-term needs for police and fire protection for growth anticipated under the General Plan. This includes Goal CS-2.1 which is to ensure coordinated and effective fire and emergency medical services; Policy CS-2.3 which requires that the CCFD review development proposals to ensure project adequately address fire access and building standards; Policy CS-1.1 requires

continued maintenance of optimal police staffing levels necessary to meet current and project community needs; and General Plan Policy CS-1.3 requires appropriate minimum police response times for all call priority levels. The Burlingame *2040 General Plan Final EIR* determined that if cumulative development in the City were to necessitate construction of new or expanded fire or police protection facilities to meet demand over the long term, such facilities would undergo a development review process and be subject to environmental review pursuant to CEQA, and mitigation would be identified, as necessary, to reduce potential impacts related to new or expanded facilities, and implemented by the City through its review procedures. As with the proposed Project, cumulative development projects in the city would also be subject to the Public Facilities Impact Fee. Compliance with these development impact fees would assist in funding new, expanded, or improved public facilities needed to provide expanded services in the City, therefore ensuring fire and police protection services in the City are maintained.

Cumulative growth in the City, particularly that related to new residential development, would include school age children that would contribute to additional demand for public schools serving the City. Both the BSD and SMUHSD monitor growth in Burlingame and updates its facilities plans as needed to identify new facility needs, including locations, timing, and funding for expanded or new classrooms and related facilities. Similar to the Project, cumulative projects would also be subject to pay school impact fees in compliance with SB 50, which would be sufficient to mitigate any potential impacts to school facilities resulting from long-term growth in the City. The General Plan Final EIR determined that if cumulative development in the City were to necessitate construction of new school facilities to meet demand over the long term, such facilities would be subject to environmental review under CEQA, and mitigation would be identified, as necessary, to reduce potential impacts.

For these reasons, the contribution of the Project to the increase in demand for public services would not be cumulatively considerable, and the impact would be less than significant. (Draft EIR, pp. 4.13-16 to 4.13-17.)

Impact C-PSR-2: Implementation of the Project, when combined with other past, present, or reasonably foreseeable projects, would not contribute considerably to cumulative impacts on parks and recreation. (*Less than Significant*)

Cumulative growth in the City would contribute to additional demand for parks and recreation facilities. The Burlingame *2040 General Plan Final EIR* found that due to lack of vacant land in the City, creating new public park and recreation facilities would be a challenge, and that in the absence of provision of new park and open space, demands on existing facilities could increase. The Final EIR recognized Burlingame General Plan Goal HP-4, which expresses the City's commitment to provide public recreation to meet the needs of its residents, and Policies HP-4.1, HP-4.4 and HP-4.8, which promote publicly accessible green space and gathering spots, and ensure that Burlingame residents can walk or bike to a public open space. The Project-proposed Bay Trail extension through the Project site and publicly accessible open space improvement would serve to further General Plan Policy HP-4.8 to provide quality recreational and multi-purpose facilities in the City. The General Plan Final EIR found that with the City's commitment to provide new and/or improved open spaces for new residents and requiring that these requirements be

imposed on private development projects, increased demand on existing facilities would be reduced. The General Plan Final EIR also determined that if cumulative development in the City were to necessitate construction of new park and recreation facilities to meet demand over the long term, such facilities would be subject to environmental review under CEQA, and mitigation would be identified, as necessary, to reduce potential impacts. As with the Project, cumulative development projects in the City would be subject to applicable development and facility impact fees as described above that would assist in funding of new parks and recreational facilities in the City.

For these reasons, the contribution of the Project to parks and recreation-related impacts would not be cumulatively considerable, and the impact would be less than significant. (Draft EIR, pp. 4.13-17 to 4.13-18.)

4.14 Transportation

Impact TR-1: Implementation of the Project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.

During construction, intermittent and temporary closures of adjacent sidewalks, and roadway travel lane(s), including bike lanes, would occur. The construction contractor would be required to prepare traffic control plans addressing each phase of construction as part of the City's encroachment permit process. The traffic control plans would provide for rerouting for pedestrians, bicyclists and motorists during construction, as needed. The traffic control plan would also address construction access, staging and hours of delivery; identify routes for construction haul trucks to utilize; and provide for active management of construction truck traffic, as needed. Any detours during construction, and increases in construction traffic, would be temporary and would not fully impede movement or have a sustained detrimental impact on existing roadway, bicycle and/or pedestrian facilities. Therefore, construction of the proposed Project would not result in conflicts with programs, plans, ordinances, or policies addressing the circulation system.

Operation of the proposed Project would generate new pedestrian and bicycle trips, particularly employees traveling to and from shuttle stops and bicyclists traveling to Burlingame and destinations west of the U.S. 101 freeway, including the Caltrain/BART Millbrae Intermodal Station, and the Caltrain Burlingame and Broadway Stations. The Project proposes to participate in funding a Commute.org shuttle service, with a stop adjacent to the Project site along Old Bayshore Highway, that would connect to the Millbrae station. Consequently, most new pedestrian trips generated by the Project are expected to be the Commute.org shuttle riders accessing the Project site.

There are a number of proposed modifications to the existing pedestrian facilities in the Project vicinity, including new sidewalks on the Project site frontage, and new signalized crosswalks are proposed across the Project's northern most driveway and main driveway. The Bay Trail extension would close the existing gap in the Bay Trail at this location. The proposed Project would also extend the striped bike lane across the full length of the Project site along Old Bayshore Highway, and provide a Class II buffered bike lane, and Project-proposed bicycle-specific treatments at the

Broadway/ Old Bayshore Highway Boulevard intersection, to ensure connection to the Bayside Crossing bicycle/ pedestrian bridge that crosses the U.S. 101 freeway. In addition, the proposed Project would include 509 long-term Class I bike parking which would be located in “cycle centers” in each proposed building, and 120 short-term publicly accessible outdoor Class II bicycle parking spaces. The Project would not create inconsistencies with adopted bicycle or pedestrian system plans, guidelines, or policies.

The proposed Project would generate new transit and vehicle trips, both of which have the potential to interfere with or delay transit operations. Shuttle riders accessing the Project site would likely use Commute.org’s Burlingame Bayside shuttle, with shuttle access to be provided by a new shuttle stop along the Project site frontage. It is expected that the Project could generate a maximum of 24 pedestrian trips every 15 minutes between the shuttle stop and the Project site. Pedestrian traffic generated by the shuttle would be accommodated by proposed new sidewalks along the Project frontage on Old Bayshore Highway.

Project traffic volumes could add up to 1 second of delay to shuttle travel times during a.m. peak hours and up to 84 seconds of delay to shuttle travel times during a.m. peak hours. Although Project traffic volumes would add delay to shuttle travel times, it is not anticipated that the disruption to the Commute.org shuttle service surrounding the Project site would be substantial. As planned, the proposed Project would not include features that would disrupt existing or planned transit routes or facilities. The proposed Project’s driveways would not cause disruptions to existing or planned transit service or transit stops. The proposed Project would not conflict with any adopted transit system plans, guidelines, policies, or standards, and the impact would be less than significant. (Draft EIR, pp. 4.14-16 to 4.14-19.)

Impact TR-2: Implementation of the Project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b). (*Less than Significant*)

A Project-specific VMT significance threshold of 15 percent below existing VMT per employee for San Mateo County was developed based on the OPR *Technical Advisory on Evaluating Transportation Impacts in CEQA*. By complying with the City’s Transportation Demand Management (TDM) ordinance, the Project would be expected to achieve a home-based work VMT of 13.8, which is below the threshold of significance for a VMT impact of 14.3 VMT per employee. In addition, the proposed Project’s TDM Plan is expected to exceed the City’s requirement of a 20 percent reduction in VMT, resulting in a 25 percent reduction in VMT, further reducing VMT below the City’s VMT threshold. The proposed Project is subject to annual monitoring and reporting which will ensure that the TDM Plan is effective, and results in a substantial decrease in Project-generated VMT. Based on the 25 percent reduction in VMT per employee that can be expected due to implementation of the TDM Plan, the proposed Project would both comply with the City’s TDM ordinance and be expected to achieve a VMT per employee of 12.9. This is below the threshold of significance for a VMT impact of 14.3 VMT per employee. Therefore, the proposed Project would result in a less-than-significant impact with respect to CEQA Guidelines Section 15064.3, subdivision (b). (Draft EIR, pp. 4.14-19 to 4.14-20.)

Impact TR-3: Implementation of the Project would not substantially increase hazards because of a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).

The proposed Project would not worsen any existing geometric design features or cause new design hazards. The proposed driveways would provide for adequate fire access and is sized and tested with turning analysis software consistent with this function. The proposed driveways would be appropriate to handle the estimated vehicle traffic in and out of the Project site, which would reduce the potential for vehicle queues that could disrupt other travel modes to form. The Project proposes a new signalized intersection of Old Bayshore Highway and the Project's northern driveway and various changes at the signalized intersection of the South Project Driveways/Old Bayshore Highway/U.S. 101 northbound ramps, and U.S. 101 ramps at Broadway. Proposed intersection geometry changes would be developed in coordination with Caltrans. None of the proposed roadway geometry changes would affect the number of travel lanes or reduce the vehicle capacity of Old Bayshore Highway.

Sight distance at the proposed driveway locations is expected to be adequate for drivers exiting the Project site and for pedestrians crossing the driveways. Lastly, the Project would not include any uses that are incompatible with the surrounding land use or the existing roadway system. Therefore, the Project is not expected to result in a substantial increase to hazards, and the Project's impacts to hazards would be less than significant. (Draft EIR, pp. 4.14-20 to 4.14-21.)

Impact TR-4: Implementation of the Project would not result in inadequate emergency access.

Project vehicle volumes are not expected to introduce or exacerbate conflicts for emergency vehicles traveling near the Project site. The proposed Project would construct two new medians at the intersection of Old Bayshore Highway and the U.S. 101 northbound ramps; however, these medians were tested for emergency vehicle turning movements and would not impact emergency vehicle access. During Project construction, emergency vehicles would have full access to the Project site via three driveways on Old Bayshore Highway, and each driveway would be capable of accommodating all types of emergency vehicles. The proposed Project is not expected to impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Therefore, the Project would result in adequate emergency access, and the Project's impacts to emergency access would be less than significant. (Draft EIR, p. 4.14-21.)

Impact C-TR-1: Implementation of the Project, in combination with past, present, existing, approved, pending, and reasonably foreseeable future projects in the vicinity, would not result in a cumulatively considerable contribution to a cumulative transportation impact.

The proposed Project would not result in a cumulatively considerable contribution to a transportation impact with respect to conflicts with plans, ordinances, or policies; increases in VMT; increased hazards; or emergency access. With respect to VMT, since the same VMT threshold of significance applied to the Project analysis would also apply to the future, cumulative projects, and the proposed Project would be responsible for implementing its TDM Plan throughout the life of the Project, the proposed Project would similarly result in a less-than-significant impact

to cumulative VMT. With respect to conflict with a program, plan, ordinance, or policy related to transportation facilities, approval of cumulative projects would also be dependent on consistency checks with the General Plan and other relevant plans, policies, and ordinances, and consequently cumulative impacts on consistency would be less than significant. Lastly, the same City design standards and requirements that must be met for the Project for increased hazards and emergency access would also apply to all other cumulative projects, and consequently cumulative impacts to these topics would be less than significant. (Draft EIR, p. 4.14-22.)

4.15 Utilities and Service Systems

Impact UTIL-1: Implementation of the proposed Project would require or result in the construction of new or expanded water, wastewater treatment or storm water drainage, electric power, or telecommunications facilities, the construction or relocation of which would not cause significant environmental effects.

Construction activities associated with the utility improvements described above would have the potential to result in significant or potentially significant impacts. However, implementation of mitigation measures and compliance with other construction-related regulatory requirements discussed in other sections of the EIR, including Section 4.2, *Air Quality*; Section 4.3, *Biological Resources*; Section 4.4, *Cultural Resources, including Tribal Cultural Resources*; Section 4.6, *Geology and Soils*; Section 4.8, *Hazards and Hazardous Materials*; Section 4.9, *Hydrology and Water Quality*; Section 4.11, *Noise and Vibration*; and Section 4.14, *Transportation*, would reduce construction-related effects associated with the utility improvements to a less-than-significant level. As a result, the impacts associated with the construction of new utilities to serve the proposed Project would be less than significant. (Draft EIR, p. 4.15-14.)

Impact UTIL-3: The wastewater treatment provider would have adequate wastewater treatment capacity to serve the Project.

The Project would generate an operational increase in wastewater over existing conditions and therefore increase the need for wastewater treatment at the Burlingame Wastewater Treatment Plant (WWTP). The net new increase in wastewater generation resulting from the Project would be approximately 0.24 million gallons per day (mgd). The WWTP has a designed capacity to treat up to 5.5 mgd average dry weather flow, and is currently treating approximately 3.0 to 3.5 mgd of dry weather flows. As a result, the City's treatment plant has excess dry weather treatment capacity, which is adequate to accommodate the increase in wastewater flow generated by the proposed Project, and the impact would be less than significant. (Draft EIR, pp. 4.15-22 to 4.15-23.)

Impact UTIL-4: Construction and operation of the Project would not generate solid waste in excess of State or local standards or the capacity of local infrastructure and would comply with federal, state and local statutes and regulations related to solid waste.

The Project would generate solid waste during demolition that would be recycled, composted on-site, or disposed of in area landfills. An estimated 14,000 tons of construction debris would be recycled off-site. Any hazardous materials would be transported and disposed of in accordance with applicable local, State, and federal regulations. All other construction debris would be disposed of at a permitted landfill. All soil and debris, including contaminated soil, would be hauled to the

Dumbarton or Newby Landfill or a similar facility, which have sufficient capacity to accommodate the solid waste generated during the construction of development.

Operation of the Project would generate approximately 2,970 tons per year solid waste annually that would be diverted to landfills. The Ox Mountain Sanitary Landfill has a maximum permitted capacity of 60.5 million cubic yards. As of December 2015, its remaining capacity was 25.507 million tons (22.18 million cubic yards) and has an estimated closure date for 2034 and a permitted capacity of 3,598 tons per day. The amount generated by the Project would represent 0.2 percent of the total remaining capacity.

Therefore, construction and operation of the Project would not result in solid waste generation would exceed the permitted capacity of the landfill that would serve the Project, or be in non-compliance with federal, state, and local statutes and regulations related to solid waste. Therefore, this impact would be less than significant. (Draft EIR, pp. 4.15-23 to 4.15-24.)

Impact C-UTIL-1: Development under the proposed Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the Project site, would not substantially contribute to cumulative impacts related to utilities and services systems.

The Project, when combined with foreseeable growth in the vicinity of the Project site, could increase the demand for utilities and service systems. As the vicinity of the Project site is a developed urban area, development in the vicinity of the Project site would occur as replacement or in-fill on otherwise built-out sites. City utility systems that serve the area have sufficient capacities to serve those sites and the proposed Project. In general, impacts would be limited to temporary construction effects and would be minimized by best practices that are routinely imposed by the City on infrastructure projects. Mitigation and compliance with construction-related regulatory requirements, construction-related effects associated with utility improvements needed to serve the proposed Project would be reduced to less than significant. As a result, the cumulative impact with regard to utility infrastructure would be less than significant.

The analysis conducted in Impact UTIL-2, and the Water Supply Assessment (WSA) it is based on, is a cumulative analysis of the Project's water demand within the context of the overall cumulative water demand in the City through 2045 based on current water supply planning. As noted in Impact UTIL-2, as mitigated, the Project would not make a considerable contribution to cumulative impacts on the City's water supply, and the impact would be less than significant.

The proposed Project, when combined with foreseeable growth in the City, would increase the cumulative demand for wastewater treatment. Even with the additive wastewater treatment demand from the Project, there is considerable remaining surplus dry weather capacity to accommodate future cumulative development (approximately 2.74 to 3.24 mgd). In addition, the City of Burlingame General Plan includes policies to provide sufficient wastewater treatment capacity. Given these factors, cumulative impacts with regard to wastewater treatment capacity would be less than significant. (Draft EIR, pp. 4.15-24 to 4.15-25.)

4.16 Effects Found Not to Be Significant

4.16.1 Agriculture and Forestry Resources

Criteria II: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use.

According to the FMMP map for San Mateo County, there is no Prime Farmland, Unique Farmland, Grazing Land, or Farmland of Statewide or Local Importance designated on any portion of the city." Thus, the Project would have no impact related to conversion of important farmland to a nonagricultural use. (Draft EIR, p. 4.16-1.)

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract.

The Project site is zoned BFC, for which the proposed development would be an allowed use. As a result, the Project would not conflict with any zoning for agricultural use, and there would be no impact. In addition, the City of Burlingame does not contain an area subject to an agricultural preserve or a Williamson Act Contract. Thus, the Project would not conflict with a Williamson Act contract, and there would be no impact. (Draft EIR, p. 4.16-1.)

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)).

No areas of the Project site or vicinity are zoned for timberland. As such, the Project would not conflict with existing zoning or cause rezoning of forest land or timberland, and therefore, there would be no impact. (Draft EIR, p. 4.16-1.)

d) Result in the loss of forest land or conversion of forest land to non-forest use, or conversion of forest land to non-forest use

With respect to forestry resources, no forest land or existing timber harvest uses are located on or in the vicinity of the Project site. Consequently, the Project would not result in the loss or conversion of forest land, and therefore, there would be no impact (Draft EIR, p. 4.16-1.)

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use.

There is no Farmland on the Project site or vicinity. Consequently, the Project would not involve changes that could result in the conversion of farmland, and therefore, there would be no impact (Draft EIR, p. 4.16-1.)

4.16.2 Mineral Resources

Criteria XII: Would the project:

a, b) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state; or result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

There are no known significant mineral resources in the Project site or in the vicinity of the Project site. Additionally, there are no areas designated or zoned as mineral resource zones by the City's General Plan. No mineral extraction activities currently occur or have historically occurred on the Project site, and mineral extraction is not included within the Project's design. The Project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state; and would not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan. As a result, adoption of the Project would not interfere with any mineral extraction operations and would not result in the loss of land designated for mineral resources. Therefore, no impact to mineral resources would occur. (Draft EIR, p. 4.16-2.)

4.16.3 Wildfire

Criteria XX: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

a) Substantially impair an adopted emergency response plan or emergency evacuation plan; due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire; require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment; or expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.

The Project is not located in or near a state responsibility area (SRA) or lands classified as very high fire severity zones and is not susceptible to wildfires. Additionally, the Project site is in an area that is highly developed and lacking features that normally elevate wildland fire risks (e.g., dry vegetation, steeply sloped hillsides). Therefore, no impact would occur with regard to wildfire. (Draft EIR, p. 4.16-2.)

B. Findings Regarding Potentially Significant Impacts

The following potential environmental impacts of the Project were determined to be potentially significant and to require mitigation measures to avoid their effects or to reduce their severity, as set forth in Chapter 4 of the DEIR, as incorporated into the FEIR. The City Council concurs with the conclusions in the DEIR, as incorporated into the FEIR, and makes the following findings with respect to such potentially significant impacts.

4.2. Air Quality

Impact AIR-1: During Project construction, the proposed Project would result in a cumulatively considerable net increase of criteria pollutants or their precursors for which the project region is non-attainment under an applicable federal or state ambient air quality standard.

Mitigation Measures. EIR Mitigation Measures AIR-1a, AIR-1b, AIR-1c, AIR-1d and AIR-1e (DEIR, pp. 4.2-18 to 4.2-19) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact AIR-1: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measures AIR-1a, AIR-1b, AIR-1c, AIR-1d and AIR-1e would substantially lessen the severity of Impact AIR-1, such that this impact would be less than significant. Mitigation Measure AIR-1a would comply with the BAAQMD's current basic control measures for reducing construction emissions of fugitive PM₁₀ and PM_{2.5}. Mitigation Measure AIR-1b requires that all construction equipment above 50 horsepower shall either be powered by electricity, or meet or exceed either Environmental Protection Agency (EPA) or California Air Resources Board (CARB) Tier 4 Final off-road emission standards if they are powered by diesel. Mitigation Measure AIR-1c requires that during Project construction, on-road haul trucks shall be equipped with 2010 or newer model year engines. Mitigation Measure AIR-1d requires that the exteriors of the life science/office buildings shall entirely consist of glass, concrete or coated materials painted at the time of fabrication at an offsite facility. Mitigation Measure AIR-1e requires during Project construction and operation, the Project applicant shall use super-compliant architectural coatings during construction, and during operations that occur concurrent with construction for all buildings, which shall have volatile organic compound (VOC) content that meet South Coast Air Quality Management District (SCAQMD) Rule 1113 Architectural Coatings as revised on February 5, 2016. With the applied mitigation measures above during construction, emissions of ROG and NO_x would be reduced to below BAAQMD thresholds. Therefore, this impact would be less than significant with mitigation.

Impact AIR-2: During Project operations (including Project construction phases that would overlap with Project operations), the proposed Project would result in a cumulatively considerable net increase of criteria pollutants or their precursors for which the project region is non-attainment under an applicable federal or state ambient air quality standard (NO_x, ROG, PM₁₀, and PM_{2.5}).

Mitigation Measures. EIR Mitigation Measures AIR-1a, AIR-1b, AIR-1c, AIR-1d and AIR-1e (DEIR, pp. 4.2-18 to 4.2-19) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact AIR-2: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measures AIR-1a, AIR-1b, AIR-1c, AIR-1d and AIR-1e (as summarized above) would substantially lessen the severity of Impact AIR-2, such that this impact would be less than significant. With incorporation of identified mitigation measures, Project operational ROG emissions would reduce to levels below the significance thresholds in both average daily and maximum annual emissions. Therefore, the residual impact of Project emissions during operation at buildout would be less than significant with mitigation.

Impact AIR-5: Implementation of the Project could conflict with or obstruct implementation of the applicable air quality plan.

Mitigation Measures. EIR Mitigation Measure AIR-1b (DEIR, pp. 4.2-18) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact AIR-5: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measures AIR-1b (as summarized above) would substantially lessen the severity of Impact AIR-5, such that this impact would be less than significant. With the implementation of the Mitigation Measure AIR-1b, in conjunction with proposed Project design features and TDM plan, and compliance with existing regulations, the proposed Project would include applicable control strategies contained in the 2017 Clean Air Plan for the basin, and the impact would be less than significant.

Impact C-AIR-1: The Project in combination with past, present, and reasonably foreseeable future development in the project area could result in a cumulatively considerable net increase of criteria pollutants or their precursors for which the project region is non-attainment under an applicable federal or state ambient air quality standard (NO_x, ROG, PM₁₀, and PM_{2.5}).

Mitigation Measures. EIR Mitigation Measure AIR-1a, AIR-1b, AIR-1c, AIR-1d and AIR-1e (DEIR, pp. 4.2-18 to 4.2-19), and Mitigation Measure AIR-2 (DEIR, pp. 4.2-20) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact C-AIR-1: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measures AIR-1a, AIR-1b, AIR-1c, AIR-1d, AIR-1e and AIR-2 (as summarized above), and as a result, would substantially lessen the severity of Impact C-AIR-1, as a result, these measures would reduce the Project's

contribution to the cumulative impact to a less-than-significant level. Therefore, the Project's emissions of criteria air pollutants would not be cumulatively considerable, and this cumulative impact would be less than significant.

4.3. Biological Resources

Impact BIO-1: Implementation of the proposed Project would not have a substantial adverse effect, either directly, indirectly, or through habitat modifications, on a species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by CDFW or USFWS (special-status fish, nesting birds, special-status roosting bats).

Mitigation Measures. EIR Mitigation Measure BIO-1a, BIO-1b, BIO-1c, BIO-1d and BIO-1e (DEIR, pp. 4.3-17 to 4.3-22) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact BIO-1: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measure BIO-1a, BIO-1b, BIO-1c, BIO-1d and BIO-1e would substantially lessen the severity of Impact BIO-1, such that this potential impact would be less than significant.

Mitigation Measure BIO-1a through BIO-1c would reduce impacts to special-status fish and their habitats. Mitigation BIO-1a requires that construction personnel involved in outfall replacement and bridge construction over Easton Creek shall be trained by a qualified biologist (experienced in construction monitoring, as approved by the City/Agency) in the importance of the marine environment to special-status fish and other aquatic animals, and the environmental protection measures put in place to prevent impacts to these species, their habitats, and essential fish habitat (EFH). Mitigation Measure BIO-1b requires that in-water work for outfall replacement shall be conducted between June 1 through November 30, based on the standard work windows for steelhead and Pacific herring; and if completion of in-water work within this period is not feasible due to scheduling issues, new timing guidelines shall be established and approved by NMFS and CDFW prior to initiation of in-water work. Mitigation Measure BIO-1c requires that the construction contractor shall install cofferdams to dewater the work areas. Implementation of Mitigation Measures BIO-1a, BIO-1b, and BIO-1c would reduce potential for impacts to special-status fish to a less than significant level.

Mitigation Measure BIO-1d would reduce impacts to nesting birds because it would require all tree removal or trimming and ground disturbing activities to be scheduled outside of the breeding season, or if that is not feasible, then the measure requires steps to be taken to avoid any significant impacts to nests based on consultation with the CDFW. Implementation of Mitigation Measure BIO-1d would reduce potential for impacts to nesting birds to a less than significant level.

Mitigation Measure BIO-1e would reduce impacts to special status and otherwise protected bats because it would require a qualified biologist shall be consulted prior to initiation of construction activities to conduct a pre-construction habitat assessment of the Project site

to characterize potential bat habitat and identify potentially active roost sites, establish protective buffers until roosts are no longer in use, and limit the removal of trees or structures with potential bat roosting habitat to the time of year when bats are active to avoid disturbing bats during the maternity roosting season or months of winter torpor. Therefore, implementation of this Mitigation Measure BIO-1e would reduce potential impacts to roosting bats to less than significant.

Impact BIO-2: Implementation of the proposed Project would not have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means; or have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by CDFW or USFWS.

Mitigation Measures. EIR Mitigation Measure BIO-2a and BIO-2b (DEIR, pp. 4.3-26 to 4.3-27) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact BIO-2: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measure BIO-2a and BIO-2b would substantially lessen the severity of Impact BIO-2. Mitigation Measure BIO-2a requires in-situ restoration of topography and soils to pre-project conditions. Mitigation Measure BIO-2b requires providing new wetland or aquatic habitat of the same type that was impacted through the creation, enhancement, or restoration of wetlands or via the purchase of mitigation credits, and by implementing a Wetland Mitigation and Monitoring Plan, including success criteria. Implementation of Mitigation Measure BIO-2a and BIO-2b would reduce potential impacts to less than significant.

Impact C-BIO-1: Implementation of the proposed Project, in combination with past, present, and reasonably foreseeable future development, would not have a substantial adverse effect, either directly, indirectly, or through habitat modifications, on a species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by CDFW or USFWS (special-status fish, nesting birds, special-status roosting bats).

Mitigation Measures. EIR Mitigation Measures BIO-1a, BIO-1b, BIO-1c, BIO-1d and BIO-1e (DEIR, pp. 4.3-17 to 4.3-22) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact C-BIO-1: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measures BIO-1a, BIO -1b, BIO-1c, BIO-1d, and BIO-1e (as summarized above) would substantially lessen the severity of Impact C-BIO-1. With implementation of these Mitigation Measure BIO-1a-c, Project construction, in combination with cumulative projects, would not cause or contribute to a cumulatively considerable impact to special-status fish and impacts would be less than significant. Furthermore, with compliance with the Municipal Regional Stormwater NPDES Permit (MRP) to protect water quality, operational impacts related to the proposed Project to special-status fish would be less than significant; therefore, they would not cause or

contribute to a cumulatively considerable impact to this biological resource, and impacts would be less than significant. With respect cumulative impacts to bird and bats, with implementation of Mitigation Measure BIO-1d-e, the Project, in combination with cumulative projects, would not cause or contribute to a cumulatively considerable impact to special-status and protected birds and bats, and impacts would be less than significant. Lastly, since operational impacts related to the proposed Project to special-status birds and bats would be less than significant; therefore, they would not cause or contribute to a cumulatively considerable impact to this biological resource, and impacts would be less than significant.

Impact C-BIO-2: Implementation of the proposed Project, in combination with past, present, and reasonably foreseeable future development, would not have a substantial adverse effect on state or federally protected wetlands through direct removal, filling, hydrological interruption, or other means; would and would not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by CDFW or USFWS.

Mitigation Measures. EIR Mitigation Measures BIO-2a and BIO-2b (DEIR, pp. 4.3-26 to 4.3-27) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact C-BIO-2: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measures BIO-2a and BIO-2b (as summarized above) would substantially lessen the severity of Impact C-BIO-2. With compliance with MRP requirements and implementation of Mitigation Measures BIO-2a-b, the Project, in combination with cumulative projects, would not cause or contribute to a cumulatively considerable impact to wetlands and other waters, and impacts would be less than significant.

4.4. Cultural Resources, including Tribal Cultural Resources

Impact CUL-2: The Project may cause a substantial adverse change in the significance of an archaeological resource pursuant to Public Resources Code Section 15064.5.

Mitigation Measures. EIR Mitigation Measure CUL-2a and CUL-2b (DEIR, pp. 4.4-14 to 4.4-15) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact CUL-2: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measures CUL-2a and CUL-2b would substantially lessen the severity of Impact CUL-2. Mitigation Measure CUL-2a requires that prior to ground-disturbing and/or construction activities, an archaeologist shall conduct a training program regarding the general archaeological sensitivity of the area and procedures to follow in the event of archaeological resources and/or human remains inadvertently discovered. Mitigation Measure CUL-2b requires if archaeological resources are discovered on the Project site, work within 100 feet of the find will be stopped and a qualified archaeologist be retained to evaluate the significance of cultural resources, and appropriate steps be taken to avoid, protect and preserve such resources as described in

Mitigation Measure CUL-2b. The implementation of Mitigation Measures CUL-2a and CUL-2b would reduce the impact to a less-than-significant level.

Impact CUL-3: The Project may disturb human remains, including those interred outside of designated cemeteries.

Mitigation Measures. EIR Mitigation Measure CUL-3 (DEIR, p. 4.4-15) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact CUL-3: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measure CUL-3 would substantially lessen the severity of Impact CUL-3. Mitigation Measure CUL-3 requires that in the event of discovery or recognition of any human remains during construction activities, such activities within 100 feet of the find shall cease until the County Coroner has been contacted to determine that no investigation of the cause of death is required, and the Native American Heritage Commission (NAHC) will be contacted within 24 hours if it is determined that the remains are Native American; the NAHC and appropriate steps be taken to treat such resources as described in Mitigation Measure CUL-3. With implementation of Mitigation Measure CUL-3, in conjunction with the training and inadvertent discovery of cultural resources protocols identified in in Mitigation Measures CUL-2a and CUL-2b, the potential impact to unknown human remains is less than significant.

Impact CUL-4: The Project may cause a substantial adverse change to tribal cultural resources, as defined in Public Resources Code Section 20174.

Mitigation Measures. EIR Mitigation Measure CUL-2a and CUL-2b (DEIR, pp. 4.4-14 to 4.4-15) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact CUL-4: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measures CUL-2a and CUL-2b, and CUL-3 (summarized above) would substantially lessen the severity of Impact CUL-4, such that this potential impact would be less than significant.

Impact C-CUL-2: The Project, when combined with other past, present, or reasonably foreseeable projects, would not result in a significant cumulative impact to archaeological resources, human remains, or tribal cultural resources.

Mitigation Measures. EIR Mitigation Measure CUL-2a and CUL-2b (DEIR, pp. 4.4-14 to 4.4-15) and EIR Mitigation Measure CUL-3 (DEIR, p. 4.4-15) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact C-CUL-2: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measures CUL-2a and CUL-2b (summarized above) would substantially lessen the severity of Impact C-CUL-2 to archaeological and tribal cultural resources, and EIR Mitigation Measure CUL-3 (summarized above) would substantially lessen

the severity of Impact C-CUL-2 to human remains. Therefore, with implementation of Mitigation Measures CUL-2a, CUL-2b, and CUL-3, the Project's contribution to cumulative impacts to archaeological resources, human remains, and tribal cultural resources would not be considerable, and the impact would be less than significant.

4.7. Greenhouse Gas Emissions

Impact GHG-1: Construction and operation of development proposed under the Project would generate GHG emissions, either directly or indirectly, that could conflict with applicable plans, policies, or regulations adopted for the purpose of reducing GHG emissions of GHGs and lead to a significant impact on the environment.

Mitigation Measures. EIR Mitigation Measure AIR-1a, AIR-1b, AIR-1c, and AIR-1d (DEIR, pp. 4.4-18 to 4.4-19) and Mitigation Measure AIR-2 (DEIR, p. 4.2-20) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact GHG-1: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measures AIR-1a, AIR-1b, AIR-1c, AIR-1d, and AIR-2 (as summarized above) would substantially lessen the severity of Impact GHG-1. With implementation of the Mitigation Measures AIR-1a, AIR-1b, AIR-1c, AIR-1d, and AIR-2, the Project would not generate GHG emissions, either directly or indirectly, that would lead to a significant impact on the environment or conflict with local, regional, or State-level efforts towards achieving GHG reduction targets for 2030 and 2050, and the impact would be less than significant.

4.8. Hazards and Hazardous Materials

Impact HAZ-1: The Project would not create a significant hazard to the public or the environment through the routine transport, use, disposal of hazardous materials; or through reasonably foreseeable upset and accident conditions involving the release of hazardous materials.

Mitigation Measures. EIR Mitigation Measure HAZ-1 (DEIR, pp. 4.8-21 to 4.8-22) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact HAZ-1: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measure HAZ-1 would substantially lessen the severity of Impact HAZ-1. Mitigation Measure HAZ-1 requires the preparation and implementation of a Soil and Groundwater Management Plan (SGMP) for the management of soil, fill, soil gas, and groundwater before any ground-disturbing activity to manage contaminated materials, if encountered. The SGMP shall include measures to remove and/or treat/remediate the impacted soil, fill, and groundwater, as needed, in a manner that is protective of human health and the environment and compatible with commercial land use, in compliance with all applicable regulatory standards, under supervision of a qualified environmental professional. With compliance with the numerous laws and regulations that govern the transportation, use, handling, and disposal of hazardous materials; compliance with the San Mateo County Environmental Health Services (SMCEHS) land use

restrictions, and implementation of Mitigation Measure HAZ-1, the impact would be reduced to a less than significant level.

Impact HAZ-2: The Project would be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and could have the potential to create a significant hazard to the public or the environment.

Mitigation Measures. EIR Mitigation Measure HAZ-1 (DEIR, pp. 4.8-21 to 4.8-22) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact HAZ-2: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measure HAZ-1 (as summarized above) would substantially lessen the severity of Impact HAZ-2. With compliance with the numerous laws and regulations that govern the transportation, use, handling, and disposal of hazardous materials; compliance with the SMCEHS land use restrictions, and implementation of Mitigation Measure HAZ-1, the impact would be reduced to a less than significant level.

4.9. Hydrology and Water Quality

Impact HYD-1: Implementation of the Project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality.

Mitigation Measures. EIR Mitigation Measure HAZ-1 (DEIR, pp. 4.8-21 to 4.8-22) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact HYD-1: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measure HAZ-1 (as summarized above) would substantially lessen the severity of Impact HYD-1. With compliance with the NPDES CGP regulations, and implementation of Mitigation Measure HAZ-1, this impact would be less than significant.

Impact HYD-5: Implementation of the Project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.

Mitigation Measures. EIR Mitigation Measure HAZ-1 (DEIR, pp. 4.8-21 to 4.8-22) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact HYD-5: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measure HAZ-1 (as summarized above) would substantially lessen the severity of Impact HYD-5. With compliance with the NPDES CGP regulations, and implementation of Mitigation Measure HAZ-1, this impact would be less than significant.

Impact C-HYD-1: Implementation of the Project, when combined with other past, present, or reasonably foreseeable projects, would not contribute considerably to cumulative impacts on hydrology and water quality.

Mitigation Measures. EIR Mitigation Measure HAZ-1 (DEIR, pp. 4.8-21 to 4.8-22) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact C-HYD-1: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measure HAZ-1 (as summarized above) would substantially lessen the severity of Impact C-HYD-1. With compliance with existing regulations, and implementation of Mitigation Measure HAZ-1, this impact would be less than significant.

Impact UTIL-2: Sufficient City water supply would be available to serve the Project and reasonably foreseeable future development under normal years even if the Bay Delta Plan Amendment is implemented. However, the Project would contribute to a shortfall in the City's water supply during single dry and multiple dry years with implementation of the Bay-Delta Plan Amendment.

Mitigation Measures. EIR Mitigation Measure UTIL-2 (DEIR, p. 4.15-16) will be implemented for the Project as provided in the MMRP.

Findings Regarding Impact UTIL-2: Based on the FEIR and the entire record before the City, the Council finds that Mitigation Measure UTIL-2 would substantially lessen the severity of Impact UTIL-2. The City has developed a Development Offset Program to demonstrate how future water demands would be met through the implementation of citywide water conservation programs. The Development Offset Program ensures that the overall customer demand for water does not exceed available current or future supply under a range of hydrologic conditions, and ensures the availability of water for residential, commercial, and other purposes for future water use in this service area. Per the Development Offset Program and the Water Supply Assessment, the Project applicant shall make a monetary contribution to pay for its fair share of funding of water conservation programs to offset the Project's contribution to the City's water supply shortfall of 4.2 MGY during multiple dry years.

With implementation of the Developer Offset Fee Program in Mitigation Measure UTIL-2, the proposed Project would mitigate its impact on the City's demand and supply reliability. As a result, the proposed Project is not anticipated to result in an increase in demands or decrease in supply reliability for the City relative to those projected in the City's 2020 Urban Water Management Plan (UWMP) and the City's 2020 water demand projections update. Based on currently available information, the City expects to be able to meet all future demands within its service area inclusive of the proposed Project in normal hydrologic years and dry years. The shortfalls that are currently projected during dry years will be addressed through planned implementation of the City's Water Shortage Contingency Plan (WSCP). In addition, the City, Bay Area Water Supply & Conservation Agency (BAWSCA), and the San Francisco Public Utilities Commission (SFPUC) are

pursuing the development of additional water supplies and mitigation measures to improve the RWS and local supply reliability.

V. Findings Regarding Project Alternatives

The CEQA Guidelines require that an EIR describe a reasonable range of alternatives that would feasibly attain most of the basic project objectives but would avoid or substantially lessen any of the significant environmental effects of the project, and then evaluate the comparative merits of such alternatives. (Guidelines §15126(a)).

A. Objectives for the Project

The underlying purpose of the proposed Project is to develop a major state-of-the-art life science and/or office development, with supporting amenities at a prominent, signature waterfront location proximate to major transportation corridors and high quality transit such as BART and Caltrain. Other objectives of the proposed Project include:

- Create a world-class life science/office waterfront development of multiple buildings suitable for one or several major users, with amenities to serve employees, visitors, and members of the general public.
- Develop a site plan that preserves key view corridors and provides community benefits, including the creation of major new open spaces and Bay Trail connections that prioritize public access through the site and to the waterfront.
- Redevelop underutilized existing parcels and outdated structures and asphalt surfaces in a manner consistent with the City's General Plan vision for the Bayshore area as a regional recreation and business destination.
- Include well-designed, individual buildings of sufficient floor-plate size and design to accommodate a variety of building uses and phasing flexibility to ensure that the Project is responsive to market conditions and tenant demands, while providing community benefits that meet or exceed the City's requirements.
- Establish a development with sophisticated, unified architectural and landscape design and site planning consistent with City design review regulations and applicable General Plan policies, resulting in a distinctive project identity and strong sense of place and relationship to the waterfront context.
- Improve and enhance public access to the waterfront by extending the Bay Trail through the site and improving the waterfront and creek-side edges of the site through paving, wayfinding signage, street furniture, lighting, and other amenities.
- Promote public transit linkages and use of alternative modes of transportation by including shuttles and other Transportation Demand Management programs as well as bicycle and pedestrian access to and through the site, including safety enhancements to off-site bicycle and pedestrian infrastructure.
- Provide sufficient automobile parking to meet the demand of Project users consistent with City regulations and policies and with the aim to promote transit, electric vehicle, and other VMT-friendly travel.

- Incorporate sustainable and environmentally sensitive design and equipment, energy conservation features, water conservation and landscaping measures, and sustainable stormwater management features.
- Build shoreline infrastructure to contribute toward flood protection and sea level rise resiliency for the Project and the City.
- Provide a positive fiscal impact on the local economy through the creation of jobs, diversification of the types of employment in the City, enhancement of property values, increasing demand for nearby hotel uses, and generation of property tax and other development fees.

B. Significant Environmental Impacts of the Project

Based on the analyses in Chapter 4 of the DEIR, the City has determined that all of the proposed Project's potentially significant environmental effects would be avoided or reduced to less-than-significant levels through implementation of the mitigation measures described in the DEIR and MMRP. The Proposed Project would not result in any significant and unavoidable impacts.

C. Project Alternatives Descriptions

Through the environmental review process, the City identified the following three (3) Project alternatives for consideration:

The No Project – No Development Alternative The No Project – No Development Alternative assumes that the proposed Project, including the life science / office buildings and parking structures, site circulation, sustainable infrastructure, and community improvements, would not be constructed and implemented. This would include not implementing Project-proposed sea level rise and flooding improvements; proposed biological improvements (creation of improved shoreline natural area with native habitat); and proposed publicly accessible recreational amenities (including extension of the Bay Trail through the Project site). Under this alternative, all existing development on the Project site, including buildings, surface parking lots, supporting infrastructure and landscaping would be retained. Existing and/or new tenant(s) would operate in the Project site buildings, consistent with current zoning regulations. Since the Project development would not occur under this alternative, none of the proposed approvals required for the proposed Project, including, but not limited to, special permits from the City for height and floor area ratio (FAR), or resource agencies, would be required (or necessary).

Alternative 2: Life Science (80 Percent Maximum) / Office Use Development. This alternative assumes development of a life science and office development at the Project site that would be similar in total building size, massing, height, and configuration as that proposed under the Project. This alternative would maintain the same FAR as the Project. However, this alternative would limit the life science use portion of the development to up-to-80 percent of the total life science/office development square footage, with no limit on the office portion of the development. Additionally, this alternative assumes 5,000 gsf dedicated to restaurant use, same as that proposed under the Project. Similar to the proposed Project, this alternative assumes the construction of three life science / office buildings and two parking structures, and supporting site circulation,

sustainable infrastructure, and landscaping improvements. This would include implementation of similar sea level rise and flooding improvements; biological improvements; publicly-accessible recreational amenities; and operational TDM program as proposed under the Project. This alternative is also assumed to require similar City approvals as those required for the proposed Project, including, but not limited to, special permits for height and FAR; and additional approvals from applicable resources agencies.

This alternative assumes an 80 percent life science / 20 percent office use split on environmental topics where the impacts of life science use are anticipated to be greater than that of office use (e.g., water demand). For those environmental topics where the impacts of office use would be anticipated to be greater than that of life science use (e.g., estimation of employment, traffic, etc.), this alternative assumes 100 percent office use of the buildings, similar to the approach taken for the analysis of the proposed Project in this EIR for those topics. This alternative is intended to represent a development with similar types of land uses as proposed under the Project but which would be of a land use mix that would result in a reduced water demand compared to the Project.

Alternative 3: Reduced Size Life Science / Office Development. This alternative assumes a reduced size life science and office development at the Project site. For purposes of this alternative, it is assumed the overall size of the development would be approximately 1.278 million gsf, which represents a reduction of 10 percent (or approximately 142,000 gsf), compared to that proposed under the Project. This alternative would maintain a FAR of 2.44, less than the 2.71 FAR proposed under the Project. Similar to the Project, the buildings developed under this alternative would be designed to support either office or life science tenants, allowing flexibility in end use and range from an overall building program of 100 percent life science use to a 100 percent professional office use, or a combination thereof.

Given the reduction in size, it is assumed that the life science/office buildings developed under this alternative would be reduced in height and/or include reduced floor plates in proportion to the reduced square footage. Similarly, it is assumed the one or both parking structures would be reduced by height and/or reduced footprint, with proportionally-reduced parking capacity. This alternative assumes implementation of similar sea level rise and flooding improvements in compliance with existing code regulations. The Project is assumed to include similar biological and recreational improvements compared to those proposed under the Project. Lastly, the alternative would include a TDM program, as required by City code, similar to that for the proposed Project. This alternative is assumed to seek any applicable required City approvals, including, but not limited to, special permits for height and FAR; and additional approvals from applicable resources agencies.

Similar to the approach taken for the proposed Project, this alternative assumes 100 percent life science use of the buildings on environmental topics where the impacts of life science use are anticipated to be greater than that of office use; and conversely, assumes 100 percent office use where the impacts of office use are anticipated to be greater than that of life science use. This alternative is intended to represent a development with similar types of land uses but with less

overall land use development compared that proposed under the Project, and with overall reduced construction and operational effects commensurate with a smaller development.

D. Findings Relating to Alternatives

Based on the evaluation and analysis of Project alternatives set forth in Chapter 6 of the DEIR, and on the entire record of proceedings for the Project, the City Council hereby makes the following findings:

Findings Relating to the No Project – No Development Alternative

Findings. The No Project – No Development Alternative is described and discussed on pages 6-7 to 6-11 of the DEIR. The No Project– No Development Alternative is hereby rejected because it would not achieve any of the Project objectives, is unrealistic, and is impractical.

Explanation. The No Project - No Development Alternative would not involve new demolition and construction at the Project site related to proposed Project. As such, the No Project - No Development Alternative would have substantially less overall environmental impacts than either the proposed Project or the other alternatives. The No Project - No Development Alternative would avoid 19 significant but mitigable project and/or cumulative impacts that would occur under the Project, including impacts related to generation of construction and operational air emissions, and conflict with the 2017 Clean Air Plan; potential impacts to special-status fish species, nesting birds and roosting bats during construction; potential impacts to protected wetlands and sensitive natural communities; potential to disturb unknown archaeological tribal resources, and human remains during construction excavation; generation of GHG emissions; potential to encounter hazardous materials associated with previous land uses in soils or groundwater during construction, and associated potential to degrade surface or groundwater quality or conflict with a water quality control plan; and furthering contribution to contribute to a shortfall in the City’s water supply during single dry and multiple dry years with implementation of the Bay-Delta Plan Amendment.

However, the No Project Alternative would not meet any of the objectives for the proposed Project, including, but not limited to, the creation of a life science/office development in proximity to major transportation corridors and high quality transit; provision of community benefits, including improving and enhancing access to the Project site; promoting public transit linkages and use of alternative modes of transportation and bicycle and pedestrian access; or providing flood protection and sea level rise resiliency with proposed shoreline infrastructure.

Findings Relating Alternative 2: Life Science (80 Percent Maximum) / Office Use Development

Findings. Alternative 2: Life Science (80 Percent Maximum) / Office Use Development is described and discussed on pages 6-11 to 6-16 of the DEIR. Alternative 2: Life Science (80 Percent Maximum) / Office Use Development is hereby rejected because it would cause the same or similar impacts as the proposed Project but would not allow for the flexibility of the Project to respond to market trends and find tenants to keep the building occupied, create jobs, and diversify the types of employment in the City consistent with the Project objectives.

Explanation. Since Alternative 2: Life Science (80 Percent Maximum) / Office Use Development would be of similar size and scale as the proposed Project, it would have similar type and amount of construction activities as the Project. Consequently, this alternative would involve similar project and cumulative impacts associated with construction activities as the Project, including with construction-generated air emissions, health risks and noise; construction impacts on biological resources (special-status fish species, nesting birds and roosting bats protected wetlands and sensitive natural communities); and potential ground disturbance effects, including with the potential for encountering cultural resources and subsurface hazardous materials, creation of erosion/siltation and polluted runoff, and effects on surface and groundwater quality.

From an operational perspective, the majority of worst-case environmental impacts of this alternative (when considering an all-office use development) would be similar to that of the Project, including traffic generation and related VMT and air emissions, population and housing demand, and demand for public services, recreation and most utilities. However, on the topic of water supply, the worst-case net new water demand scenario for this alternative (considering an 80 percent life science / 20 percent office use split) would be approximately 13 MGY less than that which would be generated by the proposed Project. Consequently, the entirety of this alternative's water demand would be included within the City's commercial, industrial and institutional (CII) projected water demands. This alternative would therefore not contribute to a furtherance of the City's water supply shortfall during single dry and multiple dry years with implementation of the Bay-Delta Plan Amendment, and accordingly, would avoid the significant but mitigable Project impact on the City's demand and supply reliability.

To the extent that the demand for additional developed life science space that would otherwise be built pursuant to the proposed Project would be met elsewhere in the Bay Area, employees in such development could potentially generate greater impacts on transportation systems (including VMT), air quality, and greenhouse gases than would be the case for development on the proposed Project site that would be well served by transit. This would be particularly likely for development in more outlying parts of the region where fewer services and less transit access is provided.

Findings Relating to the Reduced Life Science / Office Development Alternative

Findings. The Reduced Life Science / Office Development Alternative is described and discussed on pages 6-16 to 6-21 of the DEIR. The Reduced Life Science / Office Development Alternative is hereby rejected because it would not provide as many jobs and business opportunities within the City given its smaller size and thus would not achieve the Project objectives related to providing a positive fiscal impact on the local economy, creation of jobs, and diversification of employment. Moreover, the proposed Project's size is consistent with the development standards of the City's General Plan and Zoning Code, and the size reduction would not significantly reduce Project impacts, which are already mitigable to less than significant levels.

Explanation. The Reduced Life Science / Office Development Alternative would involve a smaller development than that proposed under the Project. The overall size of the development under this alternative would be approximately 1.278 million gsf, a reduction of 10 percent (or approximately 142,000 gsf), compared to that proposed under the Project. Accordingly, this

alternative would require less construction, and therefore, would result in less construction effects than the Project.

The Reduced Life Science / Office Development Alternative would also involve proportionally less amount of operational development as the Project. Consequently, from an operational perspective, the worst-case operational impacts of this alternative (when considering an all-office use development) would be less than that of the Project, including traffic generation and related VMT air emissions, population and housing demand, and demand for public services, recreation and utilities. On the topic of water supply, the worst-case net new water demand scenario for this alternative (considering an all-life science development) would be approximately 10 MGY less than that which would be generated by the proposed Project. Consequently, the entirety of this alternative's water demand would be included within the City's CII projected water demands.

In total, the Reduced Size Life Science / Office Development would serve to incrementally reduce the severity of the 19 significant but mitigable project and/or cumulative impacts of the Project, and would avoid the Project's significant but mitigable impact related to furthering contribution to a shortfall in the City's water supply during single dry and multiple dry years with implementation of the Bay-Delta Plan Amendment.

To the extent that the demand for additional developed life science / office space that would otherwise be built pursuant to the proposed Project would be met elsewhere in the Bay Area, employees in such development could potentially generate greater impacts on transportation systems (including VMT), air quality, and greenhouse gases than would be the case for development on the proposed Project site that would be well served by transit. This would be particularly likely for development in more outlying parts of the region where fewer services and less transit access is provided.

RESOLUTION NO.

RESOLUTION RECOMMENDING TO THE CITY COUNCIL APPROVAL OF AN APPLICATION FOR COMMERCIAL DESIGN REVIEW, SPECIAL PERMITS FOR HEIGHT AND DEVELOPMENT UNDER TIER 3/COMMUNITY BENEFITS, AND VESTING TENTATIVE MAP, FOR A NEW DEVELOPMENT PROJECT CONSISTING OF THREE, 11-STORY OFFICE/RESEARCH AND DEVELOPMENT BUILDINGS AND TWO, 10-10.5-STORY PARKING STRUCTURES AT 1200-1340 OLD BAYSHORE HIGHWAY, BURLINGAME

WHEREAS, on March 24, 2022, DW Burlingame I Owner LLC, DW Burlingame II Owner LLC, DW Burlingame II Owner A LLC, DW Burlingame II Owner B LLC, and DW Burlingame III Owner LLC (“Developer”) filed an application with the City of Burlingame Community Development Department – Planning Division requesting approval of the following requests:

- Environmental Review pursuant to the California Environmental Quality Act (CEQA);
- Vesting Tentative Map (Code Chapter 26.08);
- Commercial Design Review (Code Sections 25.12.060 and 25.68.020(C)(3)(a));
- Special Permit for building height greater than 65 feet (214’-6” maximum proposed) (Code Sections 25.12.030, Table 25.12-2 and 25.78.060(A)(2));
- Special Permit for Community Benefits for increased Floor Area Ratio for a Tier 3 project (2.71 FAR proposed) (Code Sections 25.12.030, Table 25.12-2, 25.12.040, and 25.78.070(A)); and
- Development Agreement (Code Chapter 25.104) (collectively, the Project); and

WHEREAS, on March 11, 2024, the Planning Commission considered and recommended certification of a Final Environmental Impact Report prepared for the Project (FEIR) which was prepared in accordance with the requirements of the California Environmental Quality Act (CEQA) and the CEQA Guidelines, and adoption of a Water Supply Assessment for the Project; and

WHEREAS, also at its March 11, 2024 meeting, the Planning Commission considered the Project, the staff reports prepared for the Project, and all documents constituting the Final Environmental Impact Report (FEIR) (including the Mitigation Monitoring and Reporting Program and all appendices) and the CEQA Findings; and all other documents, reports, studies, memoranda, maps, oral and written testimony, and materials in the City’s file for the Project; and all adopted City planning documents relating to the Project including the City’s General Plan and Municipal Code and all other applicable City laws and regulations (collectively, the Record).

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Burlingame, that the Planning Commission recommends that the City Council approve the Project applications for Commercial Design Review, Special Permits for Height and Development under Tier 3/Community Benefits, and Vesting Tentative Map, based on the following findings:

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Design Review Findings:

1. That the proposed Office/R&D project is consistent with the General Plan designation of Bayfront Commercial and is in compliance with all applicable provisions of Title 25, and that the project includes adequate features addressing the Major Design Review Criteria for commercial, industrial, and mixed-use zoning districts stated in Burlingame Municipal Code Section 25.68.060(E). The proposed project design specifically meets the Design Review Criteria in the following ways:
 - That the proposed project supports the pattern of diverse architectural styles that characterize the City's Bayfront Commercial area with the use of a variety of materials to express a modern style. The exterior finishes include a mix of materials including vision glass, shadow box, fritted glass curtainwall, perforated metal, light metal, textured concrete, cementitious panels, glass with graphic interlayer, and warm metal with varying colors to provide visual interest and articulation; these materials will blend with the existing office and hotel buildings in the area and will also be compatible with the newer buildings in the surrounding area;
 - That the design respects and promotes pedestrian activity by providing a missing link of the Bay Trail as well as various public plazas and amenities to enliven the Bayfront area, including Bay overlooks with seating on either side of Easton Creek, a public plaza at the southern end of the site, a picnic plaza and event lawn at the northern building's Bay Trail frontage, a shoreline exploration area, nature discovery playground, outdoor fitness area, drinking fountains and a public restroom. The project will also provide pedestrian trails along Easton Creek and new sidewalks along Old Bayshore Highway. Off-street parking will be located in two parking structures with no proposed surface parking to use the site's space efficiently and to allow for increased landscaping and open space;
 - That the proposed project is compatible with surrounding development in that the site is located on the central portion of the Bayfront adjacent to a mix of hotels, office buildings, the San Francisco Bay, and Easton Creek. The building heights in the immediate area include an adjacent 9-story office building and a 10-story hotel in addition to other existing low-rise commercial developments. While the proposed project will consist of three 11-story Office/R&D buildings and two 10-10.5-story parking structures, it is adjacent to existing development of similar scale and will fit in to the mixed fabric along Old Bayshore Highway. Therefore, it will be compatible with the mass and bulk of buildings in the area and will be consistent with the overall heights established in the General Plan and the Zoning Code via a Special Permit application;
 - That the proposed project uses a single architectural style, using consistent materials, architectural details, and massing techniques among the project's three Life Science/ Office buildings as well as the two parking structures; and
 - That the proposed on-site landscaping, including the planting of 195 new trees on-site, will enhance this site that fronts on San Francisco Bay, Old Bayshore Highway, and Airport Boulevard. That the proposed project will significantly

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improve the pedestrian and cyclist experience along the Bay Trail by providing a missing link of the trail, substantial new amenities, public plazas, and open spaces along the Bay Trail that will be accessible to the public, and that the project will enhance shoreline resilience to and protection from sea-level rise.

2. That as shown on the development table and on the proposed plans, the project will be constructed on a parcel that is adequate in shape, size, and topography to accommodate the proposed development; and
3. That the project is designed and arranged to provide adequate consideration to ensure the public health, safety, and general welfare, and to prevent adverse effects on neighboring property in that the proposed project will encourage pedestrian activity through improvements to the sidewalk and streetscape on Old Bayshore Highway, multiple public plazas and amenities, and a new Bay Trail segment. Pedestrian paths will provide continuous access through the center of the site connecting Old Bayshore Highway to the Bay Trail and there would be direct access from Airport Boulevard to the southern plaza and then on to the Bay Trail.

Special Permit Findings (Building Height):

- That while the proposed three, 11-story Office/R&D buildings and the two 10-10.5 story parking garages exceed the base 65-foot height limit, the proposed project has been designed to respect and preserve the character of the Bayfront neighborhood in that the project site is located immediately adjacent to an existing 9-story office building. While the new buildings at 11-stories will be a change to existing surface parking and low-rise development on this site, the project has been designed to increase view corridors over existing conditions, with the broad faces of the buildings oriented perpendicular to Old Bayshore Highway and the shorter faces facing the public street. While the project buildings are somewhat taller than some nearby structures, the massing and scale is broken down to be similar to the frontage widths of surrounding buildings. Vertically, buildings are subdivided into several distinct massing "segments" with architectural reveals, plane changes, and balconies separating one massing segment from the next; and
- That the proposed project will not be detrimental or injurious to property or improvements in the vicinity and will not be detrimental to the public health, safety, general welfare or convenience, since it is well articulated and includes high quality materials and will be compatible with buildings in the area that range in from two to 10 stories in height; the proposed modification will allow additional height and result in a higher intensity office/research and development use that will allow the development to occur on smaller footprints, which opens space for the creation of larger public amenities around the site with the public plazas, public paths and publicly accessible spaces including the redeveloped Bay Trail, two bay overlooks and an outdoor fitness area. The additional height will be consistent with character envisioned for the Bayfront district and that the proposed height of the building is consistent with the following goals and policies of the Burlingame General Plan:

Goal CC-6: Establish a cohesive design character for the Bayfront area that protects views to the waterfront, encourages biking and walking, accommodates water-based recreation and ferry service, and addresses sea level rise.

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Policy CC-6.1: View Preservation. Ensure that new development preserves public views to the waterfront. Consider sightlines and viewsheds from Bayfront open spaces when planning future projects.

Policy ED-1.1: Diverse Building Types and Sizes. Encourage development of new office, research, and technology spaces to diversify the types of businesses in Burlingame, focusing specifically on the Rollins Road, Bayfront, and downtown areas.

Special Permit Findings (Increased Floor Area Ratio with Approval of Community Benefits):

- That the proposed modification to standards respects and preserves the character of the neighborhood in which the project is located because the increased floor area ratio (FAR) is appropriately sited with frontage on Old Bayshore Highway and the increased density will integrate with the development encouraged in the BFC zoning district. Further, the project creates a reinvigorated commercial district that facilitates a design that accommodates greater open space and public improvements on-site and the proposed FAR is appropriate for this site given the site width and depth. The community benefits proposed improve the pedestrian and cyclist experience along Old Bayshore Highway and along the Bay Trail, provide substantial new amenities along the Bay Trail that will be accessible to the public, promote accessibility to the Bay Trail, and enhance shoreline resilience to and protection from sea-level rise and therefore respect and preserve the character of the neighborhood in which the project is located;
- That the proposed project will not be detrimental or injurious to property or improvements in the vicinity and will not be detrimental to the public health, safety, general welfare or convenience because the 2.71 FAR project has been designed with adequate setbacks to neighboring properties to provide a buffer and is not anticipated to have any significant adverse impact on the environment including on surrounding properties, sanitation, air quality, sewer or stormwater discharge, or water supply, and all public safety requirements will be addressed. The proposed development has been designed with landscape buffers and pedestrian amenities that complement the building design; and
- That the proposed height of the building and the additional development capacity, with a Tier 3 development at 2.71 FAR, aligns with the following goals and policies in the General Plan:

Goal CC-5: Maintain and promote the Bayfront area as a premier destination along San Francisco Bay for land- and water-based recreation, hospitality uses, creative industries, logistics support, water-based transit service, and local businesses that benefit from proximity to San Francisco International Airport.

Policy CC-5.1: Commercial Destinations. Support and encourage commercial uses along the waterfront that enliven the area and serve as destinations for residents and visitors, including hotels, restaurants, and entertainment venues.

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Policy CC-6.3: Infill Development. Encourage increased intensity through high-quality infill development on surface parking lots and support the conversion of surface parking lots into active commercial and hospitality uses.

Policy CC-6.4: Design Character. Establish design standards that facilitate attractive interfaces between use types, enhance the public realm, and activate commercial districts. Prioritize pedestrian improvements and waterfront access.

Vesting Tentative Map Findings:

- That the proposed vesting tentative map, together with the provisions for its design and improvement, is consistent with the Burlingame General Plan and consistent with the provisions of the Subdivision Map Act, and that the site is physically suited for the proposed type and density of development in that it provides a commercial development in an area identified as suitable for such use in the Zoning Code and General Plan, provides vehicular and pedestrian circulation to serve the project, and is consistent with required development standards.

BE IT FURTHER RESOLVED by the Planning Commission of the City of Burlingame that the Planning Commission recommends that the City Council approve the applications for Commercial Design Review, Special Permits for Height and Development under Tier 3/Community Benefits, and Vesting Tentative Map subject to the following conditions of approval:

Conditions of Approval:

1. that the project shall be built as shown on the plans submitted to the Planning Division date stamped September 25, 2023 sheets ENT G-000-ENT G-400, sheets ENT AS-101-ENT AS-331, sheets ENT C-001- ENT C-903, sheets ENT INT-1 - ENT INT-4, sheets ENT L-001 – ENT L-502, sheets ENT SS-001 –ENT SS-010, sheets ENT LT-101 - ENT LT-104, sheets ENT A.BS-000 - ENT A.BS-332, sheets ENT A.BC-000 - ENT A.BC-332, sheets ENT A.BN-000 - ENT A.BN-332, sheets ENT A.PS-000 - ENT A.PS-331, and sheets ENT A.PN-000 - ENT A.PN-331;
2. that the project shall comply with all terms of the Development Agreement, as approved by Ordinance No. ____ (“Development Agreement”). In the event of a conflict between the Development Agreement and these conditions of approval, the Development Agreement shall control;
3. For purposes of these conditions of approval, the capitalized terms “Phase” and “Building” shall have the same meaning as they do in the Development Agreement;
4. that prior to issuance of a building permit for construction of the project, the project construction plans shall be modified to include a cover sheet listing all conditions of approval recommended by the Planning Commission and adopted by the City Council; which shall remain a part of all sets of approved plans throughout the construction process. Compliance with all conditions of approval is required; the conditions of approval shall not be modified or changed without the approval of the City Council, unless otherwise provided pursuant to Section 8.7 of the Development Agreement;

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5. that any changes to the size or envelope of building, which would include changing or adding exterior walls or parapet walls, or changes to building materials, exterior finishes, windows, architectural features, roof height, and amount or type of hardscape materials shall be subject to Planning Division, Planning Commission, or City Council review (provided that such review shall be consistent with the provisions of Article 8 of the Development Agreement);
6. that construction shall not include impact pile driving or blasting activities. Construction equipment shall be consistent with the equipment evaluated in Section 4.11 of the project's Environmental Impact Report. Sheet piles shall be installed using a drilled, cast-in-place method, such as auger-cast or torquedown piles, or a vibratory hammer suspended from a crane for sheet piles comprising portions of the proposed sea wall;
7. that the project shall pay all fees as required by the Development Agreement;
8. that the project design measures outlined in the Water Supply Assessment, dated September 2023, prepared by EKI Environment & Water Inc., shall be included on the plans submitted to the Building Division; including installing purple piping along the frontage of the project for the onsite irrigation system to allow for future recycled water usage; implementing the Prescriptive Compliance Option of the Model Water Efficient Landscaping Ordinance (MWELO - see California Code of Regulations Title 23, Chapter 2.7, Appendix D); installing 100% WaterSense labeled products, as available; and incorporate a minimum of four points under the Water Efficiency credit category under Leadership in Energy and Environmental Design (LEED) certification;
9. that the project shall include the Transportation Demand Management (TDM) Measures as proposed in the Transportation Demand Management Plan, prepared by Fehr & Peers, dated August 2022;
10. that a TDM annual report shall be prepared by a qualified professional and submitted to the City of Burlingame annually; with the initial, or baseline, commute survey report to be conducted and submitted one (1) year after the granting of a certificate of occupancy for 75 percent or more of the project and annually after that;
11. that the TDM annual report shall provide information about the level of alternative mode-uses and in the event a 20 percent reduction in trip generation compared to the standard rate estimated by the Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition) is not achieved, the report shall explain how and why the goal has not been reached; in such a circumstance the annual report shall identify a work plan, to be approved by the City of Burlingame, which describes additional or alternative measures for implementation that would be necessary to enhance the TDM program to attain the TDM goal of 20 percent reduction in trip generation;
12. that the City may consider whether the employer/tenant has made a good faith effort to meet the TDM goals and may allow the owner a six-month "grace period" to implement additional TDM measures to achieve the 20 percent vehicle trip reduction;
13. that prior to the issuance of a certificate of occupancy, a covenant agreement shall be recorded with the San Mateo County Assessor and Recorder's Office to provide constructive notice to all future owners of the property of any ongoing programmatic

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- requirements that discloses the required TDM provisions, and any conditions of approval related herein to compliance and reporting for the TDM;
14. that if the project will utilize shuttles under the jurisdiction of the Peninsula Traffic Congestion Relief Alliance (Commute.org), the employer/tenant shall coordinate with Alliance staff;
 15. that prior to issuance of a building permit for vertical construction, the applicant shall verify that the October 3, 2023 FAA Determination of No Hazard to Air Navigation for the project is still current and has not expired (April 3, 2025) and if expired, a new FAA Determination of No Hazard to Air Navigation shall be submitted to the City of Burlingame prior to building permit issuance for vertical construction;
 16. that prior to demolition or grading permit issuance, the applicant shall provide evidence of approval of demolition or grading from the Bay Conservation and Development Commission (BCDC); the applicant may apply for an at-risk demolition or at-risk grading permit for the demolition and removal of the existing structures and grading or earth moving on the site prior to providing evidence of approval from the Bay Conservation and Development Commission (BCDC);
 17. that prior to building permit issuance, the applicant shall provide evidence of project approval for all Bay Trail improvements from the BCDC;
 18. that the applicant shall receive and provide evidence of approval from Caltrans for improvements proposed to the intersection at the US-101 Offramp and Old Bayshore Highway prior to building permit issuance;
 19. that the project applicant, in consultation with a qualified wind consultant, shall develop and incorporate into the Project design wind-reduction features at Locations B and C (indicated Figure 4.1-16 in the EIR) to reduce the speed of, and potentially avoid, uncomfortable and potentially unsafe wind speeds. Wind reduction features may include installation of some combination of canopies and/or trellises on the buildings to deflect downwashing winds, and/or vertical wind screens to shield pedestrians from uncomfortable and potentially hazardous winds;
 20. that a Protected Tree Removal Permit shall be required from the City of Burlingame Parks Division to remove any existing protected size trees on the subject property and that the project shall comply with the Tree Protection and Reforestation Ordinance as adopted by the City of Burlingame and enforced by the Parks Division; complete landscape and irrigation plans shall be submitted at the time of building permit application for vertical construction;
 21. that street trees shall be planted as shown in Exhibit A to the entitlement resolution, assuming that the City is able to exercise its rights within respective franchise agreements to relocate the utilities in conflict with the planned street trees and improvement along Old Bayshore Highway as part of the Old Bayshore Highway Corridor Feasibility Study. Once the utilities have been relocated, it is expected the will plant street trees in accordance with the following:

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- a. Street trees shall be planted in the City right-of-way along Old Bayshore Boulevard, as many as can be placed in accordance with City standards. Placement and spacing subject to City approval, aiming for even spacing between 25'-30'.
- b. Trees shall be healthy stock and of standard form.
- c. Trees shall be 24-inch box size specimens.
- d. Species shall be *Platanus acerifolia* 'Columbia'.
- e. Trees shall be double staked with bubbler irrigation supplied to each root ball (as specified in the attachment).

Should it be determined by the City that the utilities in conflict are not able to be relocated in entirety or should the City determine utilities cannot be relocated at the time of the approval of the encroachment permit for offsite improvements, the Developer agrees to pay an in-lieu fee for each street tree not planted prior to Certificate of Occupancy. The in-lieu fee shall be a total of \$3,600 per tree for each of the twenty-two (22) street trees not planted in the City right-of-way along Old Bayshore Highway;

22. that the applicant shall install shoreline infrastructure to the full elevation specified in the City of Burlingame Map of Future Conditions with the finished floor elevations being raised to 16-feet and public open spaces raised to 17-feet as detailed on the plans submitted to the Planning Division date stamped September 25, 2023, that prior to issuance of a building permit for the superstructure, the applicant shall execute an agreement with the City identifying the landowners', landowners' assignee(s), or owners' association's ongoing maintenance obligations for the shoreline infrastructure approved as part of the development;
23. that prior to issuance of a building permit for the superstructure, a licensed professional engineer retained by the applicant shall certify that the design, specifications, and plans for the construction of shoreline infrastructure are in accordance with FEMA's requirements in Title 44, Section 65.10 of the Code of Federal Regulations (or a similar relevant Title and Section of the Code, if updated) as of the Application Date;
24. that the applicant shall submit a topographic survey of the property, such as a LiDAR or field survey, prepared by a licensed professional land surveyor after completion of site grading and prior to Certificate of Occupancy for each Phase and for every one of the proposed Buildings. Such survey shall be at the landowner or applicant's expense and shall be conducted in consultation with City staff to be approved as compliant with City survey standards;
25. that the applicant shall submit and obtain separate approval of permits for a Comprehensive Master Signage Plan with clear Public Access signage;
26. that prior to building permit issuance for each Building, the applicant shall dedicate a Public Access easement over any trails or other required public access areas shown on the Vesting Tentative Map included in that Building's Phase of the project. The term of the easements shall be in perpetuity;
27. that prior to building permit issuance, a cross access easement for vehicle circulation and access to parking between parking garages located on Lots 1 and 6 and buildings located on lots 2, 5, and 7 (lot numbering shown on Sheet ENT C-301) shall be recorded with the San Mateo County Assessor and Recorder's Office and a copy of the recorded documents

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shall be sent to the City Engineer;

28. that the following public amenities, shown on sheets ENT AS-171 - ENT-AS-174, shall be owned, operated, and maintained by the developer, property manager, owners' association or successor in interest in accordance with a maintenance plan to be reviewed and approved by the Community Development Director prior to the approval of the certificate of occupancy for the Building in the Phase with which such amenities are delivered:
- a. the public restroom in the southern parking garage
 - b. the airplane viewing platform in the southern parking garage
 - c. the shoreline exploration area
 - d. the nature discovery playground
 - e. the outdoor fitness area
 - f. the two bay overlook areas on either side of Easton Creek
 - g. the public plaza
 - h. the performance area and community gathering space
 - i. the picnic plaza and event lawn
 - j. the bay trail

Public access to public amenities shall be provided. Clear signage shall be provided to indicate public access is allowed, and all public amenities shall be made available to the public from, at minimum, 7 am to 7 pm, 7 days per week;

29. that the areas and improvements within public amenity areas shall be maintained by and at the expense of the property owners or their assignees, or by an owners' association. Such maintenance shall include, but is not limited to: repairs to all path surfaces; replacement of any plant materials that die or become unkempt; repairs or replacement as needed of any public access amenities such as signs, benches, trash containers, and lights; periodic cleanup of litter and other materials deposited within the access areas; removal of any encroachments into the access areas; assurance that the public access signs remain in place and visible; and repairs to any public access areas or improvements that are damaged by future subsidence or uneven settlement, flooding, to protect and ensure the usability of the public access areas and improvements at all times. Within 30 days after notification by the City and/or BCDC staff, the property owners, their assignees, or the owners' association shall correct any maintenance deficiency noted in a staff inspection of the site. The permittees shall obtain approval by or on behalf of the BCDC of any maintenance that involves more than in-kind repair and replacement;
30. that prior to building permit issuance for each Phase, the applicant shall submit a property maintenance and management plan for that Phase, which shall include but not be limited to:
- a. General cleaning of litter and debris on-site.
 - b. Maintenance of all exterior building materials.
 - c. Maintenance of all landscaping.
 - d. Maintenance of all stormwater treatment and drainage measures.
 - e. Maintenance of all shoreline infrastructure.
 - f. Maintenance of all public access and fire lanes;
31. that if the City determines that the structure interferes with City communications in the City, the property owner shall permit public safety communications equipment and a wireless access point for City communications to be located on the structure in a location to be agreed upon by the City and the property owner where the public safety

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communications equipment will function at a satisfactory level or better. The applicant shall provide an electrical supply source for use by the equipment. The applicant shall permit authorized representatives of the City to gain access to the equipment location for purposes of installation, maintenance, adjustment, and repair upon reasonable notice to the property owner or owner's successor in interest. This access and location agreement shall be recorded in terms that convey the intent and meaning of this condition;

32. that the project shall comply with the Construction and Demolition Debris Recycling Ordinance which requires affected demolition, new construction and alteration projects to submit a Waste Reduction Plan and meet recycling requirements; any partial or full demolition of a structure, interior or exterior, shall require a demolition permit;
33. that demolition or removal of the existing structures and any grading or earth moving work shall be required to comply with all the regulations of the Bay Area Air Quality Management District (BAAQMD), the Bay Conservation and Development Commission (BCDC), and Caltrans;
34. that during construction, the applicant shall provide fencing (with a fabric screen or mesh) around all portions of the project site affected by the project Phase(s) under construction to ensure that all construction equipment, materials and debris is kept on site;
35. that storage of construction materials and equipment on the street or in the public right-of-way shall be prohibited;
36. that construction access routes shall be limited in order to prevent the tracking of dirt onto the public right-of-way, and that off-site paved areas and sidewalks are cleaned;
37. that the applicant shall prepare a construction staging and traffic control plan for the duration of construction for review and acceptance by the City Engineer prior to the issuance of a building permit for vertical construction; the construction staging plan shall include construction equipment parking, construction employee parking, timing and duration of various Phases of construction and construction operations hours; the staging plan shall address public safety and shall ensure that worker's vehicles and construction equipment shall not be parked in public parking areas with exceptions for construction parking along the street frontages of the project site;
38. that the project applicant and its construction contractor(s) shall develop a construction management plan (CMP) for review and approval by Public Works Engineering. The plan must be consistent with the Development Agreement and must include at least the following items and requirements to reduce, to the maximum extent feasible, traffic and parking congestion during construction:
 - a. A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak traffic hours, detour signs if required, lane closure procedures, signs, cones for drivers, designated construction access routes, and safe pedestrian traffic routing measures;
 - b. Identification of haul routes for movement of construction vehicles that would minimize impacts on motor vehicular, bicycle and pedestrian traffic, circulation and safety, and specifically to minimize impacts to the greatest extent possible on streets in the project area;

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- c. Notification procedures for adjacent property owners and public safety personnel regarding when major deliveries, detours, and lane closures would occur;
 - d. Provisions for monitoring surface streets used for haul routes so that any damage and debris attributable to the haul trucks can be identified and corrected by the project applicant; and
 - e. Designation of a readily available contact person for construction activities who would be responsible for responding to any local complaints regarding traffic or parking. This coordinator would determine the cause of the complaint and, where necessary, would implement reasonable measures to correct the problem;
39. that if construction is done during the wet season (October 1 through April 30), that prior to construction during the wet season the developer shall implement a winterization program to minimize the potential for erosion and polluted runoff by inspecting, maintaining and cleaning all soil erosion and sediment control prior to, during, and immediately after each storm even; stabilizing disturbed soils throughout temporary or permanent seeding, mulching matting, or tarping; rocking unpaved vehicle access to limit dispersion of mud onto public right-of-way; covering/tarping stored construction materials, fuels and other chemicals;
40. that trash enclosures and dumpster areas (except temporary enclosures or areas during construction) shall be covered and protected from roof and surface drainage and that if water cannot be diverted from these areas, a self-contained drainage system shall be provided that discharges to an interceptor;
41. that this project shall comply with the state-mandated water conservation program, and a complete Irrigation Water Management and Conservation Plan together with complete landscape and irrigation plans associated with each project Phase shall be provided at the time of building permit application for vertical construction of that Phase;
42. that the applicant shall comply with Ordinance 1503, the City of Burlingame Storm Water Management and Discharge Control Ordinance;
43. that this project shall comply with Burlingame Municipal Code Section 25.31.100, Outdoor Lighting and Illumination;
44. that all project exterior lighting, except roadway and select site lighting needed for public safety, would be required to be controlled with an astronomic timeclock to reduce brightness levels or turn off select lights at either 10 pm (facade lighting) or 12 midnight (non-essential site lighting). Parking garage lights shall operate with occupancy sensors to dim lights to 50 percent level during periods of inactivity, including rooftop parking areas. In addition, all lights in the parking garage for vehicular circulation and parking areas shall be full-cutoff fixtures with no light emitted above horizontal. Parking garage light fixtures shall be located/designed to prevent light spillage beyond the garage footprint and include glare shield accessories to mitigate glare from light sources;
45. that the project shall meet all the requirements of the 2022 California Building and Uniform Fire Codes, as amended by the City of Burlingame and the current Building Codes that are in effect at the time of building permit submittal, as amended by the City of Burlingame;

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The following conditions shall be met during the Building Inspection process prior to the inspections noted in each condition:

46. that prior to scheduling the foundation inspection a licensed surveyor shall locate the property corners, set the building envelopes;
47. that prior to the underfloor frame inspection the surveyor shall certify the first-floor elevation of the new structures;
48. that prior to scheduling the roof deck inspections, a licensed surveyor shall provide surveyed elevations of the height of the roof deck and parapet and provide certification of that height to the Building Division;
49. that prior to final inspection, Planning Division staff will inspect and note compliance of the architectural details (trim materials, window type, etc.) to verify that the project has been built according to the approved Planning and Building plans;

Public Works:

Prior to Building Permit Issuance:

50. Based on the scope of work, this is a "Type IV" project that requires a Stormwater Construction Pollution Prevention Permit. This permit shall be required prior to issuance of a Building Permit. An initial field inspection shall be required prior to the start of any construction (on private property or in the public right-of-way);
51. As this project site is within the Flood Zone, each Building shall prepare an "elevation certificate" using FEMA standard forms to demonstrate that the proposed buildings are elevated above the FEMA base elevations and submit a FEMA Conditional Letter of Map Revision for Fill (CLOMR-F) application to remove the parcel out of the Special Flood Hazard Area (SFHA). If the applicant is unable to submit the CLOMR-F application prior to issuance of the certificate of occupancy for each Building, applicant must provide security, which can take the form of a security deposit of at least \$500,000 or a letter of credit of equal amount to Public Works Engineering to be held until such time that the applicant can submit the FEMA CLOMR-F application;
52. A stormwater maintenance agreement shall be recorded with the County for all c3 treatment measures. This agreement must be recorded prior to building permit signoff;
53. Provide a letter from Recology indicating that the proposed trash room sizes are sufficient to service the development;
54. Driveway and sidewalk approaches shall be at least 12" above the flow line of the frontage curb in the street to prevent overflow of stormwater from the street into private property;
55. Submit an erosion control plan. This plan shall include, but not be limited to, delineation of area of work, show primary and secondary erosion control measures, protection of creek or storm drain inlets, perimeter controls, protections for construction access points, and sediment control measures;

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56. Subgrade parking is shown to be constructed near the property line. If excavation method is by means of tie-backs, a shoring and tieback agreement shall be required for any encroachment into the City's right-of-way;
57. A flood contingency plan is required for the garages constructed below the base flood elevation. Review and approval of the plan is required prior to building permit final;
58. Any nonstandard sidewalk details that are constructed in the public right-of-way will require a maintenance agreement with the City as responsibility will be borne by the property owner, their assignee(s), or an owners' association;
59. Project will be assessed sewer and water capacity charges based on the size of the domestic water meter(s) per the fee schedule at time of building permit issuance;
60. This project is in the flood zone and must show evidence of floodproofing all structures/utilities that will be inundated as well as provide a flood contingency plan for the occupants;
61. The development will trigger sewer and water capacity fees. These fees will be determined during the building permit Phase and remitted prior to building permit release;
62. Development will require multiple state and federal agency (Caltrans, Water Board, Fish and Wildlife, and Army Corp, as applicable) input and approval letters prior to issuance of the site work permit;
63. A photometric study shall be required to confirm the project is providing sufficient amount of vehicular and pedestrian lighting at a minimum of 0.5FC. Any deficiencies, the project will be required to sponsor the addition of street lights;
64. All water meters shall be located outside the property line, or inside the property within a public utility easement;
65. The City will review fire hydrant location and determine if they will be private or public hydrants on a case-by-case basis during the building permit review Phase;
66. RP back flow device is required for fire service lines connected to the reservoir;
67. Along with the required Public Works Encroachment Permit, this project will have a Public Works Conditions and Requirements, outlining the construction requirements and post-construction items for final permit approval;
68. Applicant shall enter into a Subdivision Improvement Agreement prior to Final Map approval, which ensures completion of all proposed off-site public improvements. Such Subdivision Improvement Agreement shall, at minimum, require completion of the following improvements prior to issuance of certificate of occupancy for the first Building: all underground utility improvements, street rehabilitation, street lighting, signage, curb, gutter, sidewalk, and landscape improvements as shown on and proposed in the civil, landscape, and joint trench entitlement plans;
69. Project will be required to construct the following streetscape elements within the project frontage to the median as shown on sheets ENT C-400, ENT C-401, ENT C-701, ENT L-

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101, ENT LT-102, and ENT LT-103, which sheets are generally consistent with the Old Bayshore Highway Corridor Feasibility Study: Class IV protected bike lane, roadway resurfacing and restriping, 5' wide planted strip inboard of the curb, 6' wide sidewalks, bus pull-outs and a bus shelter, high-visibility crosswalks, high-low streetlights (spaced as required to maintain public safety and appropriate light levels on the roadway per IES recommended practice), bay trail connection paths, and stormwater treatment;

Stormwater:

Prior to Building Permit Issuance:

70. The project is required to comply with Provision C.3 of the San Francisco Bay Municipal Regional Stormwater NPDES Permit and must manage stormwater with Low Impact Development control measures, such as bioretention areas, flow-through planters, rain barrels or cisterns, green roofs, pervious pavement, or other stormwater treatment measures designed to infiltrate or detain stormwater runoff. Public right-of-way areas in front of development projects that are redeveloped as part of the project must be included in the impervious surface calculations and runoff must be treated from those areas;
71. Projects that involve demolition of a building will need to ensure that polychlorinated biphenyls do not enter the storm drains per Municipal Code Chapter 15.15 Managing PCBs during Building Demolition Projects Ordinance. Project applicants must complete, sign, and return the PCBs Screening Assessment Form before issuance of the building permit as part of the plan review process, the form is available at www.burlingame.org/stormwaterdevelopment. For assistance with completing the form, please review the PCBs in Priority Building Materials Applicant Package, which is also available at the website referenced above;
72. ensure that all stormwater treatment areas outlined in the civil plans are also shown consistently on the landscape plans;
73. The building permit application plans shall show the marking of the words "No Dumping! Flows to Bay" or equivalent on all storm drain inlets surrounding and within the project site consistent with the San Mateo Countywide Water Pollution Prevention Program's C.3 Regulated Projects Guide;
74. Trash storage areas (including recyclables and compostables or similar areas), wash areas, loading docks, repair/maintenance bays, and equipment or material storage areas shall be completely covered and bermed to ensure that no stormwater enters the covered area. Covered areas shall be graded so that spills and washwater flow to area drains connected to the sanitary sewer system, subject to the local sanitary sewer agency's authority and standards;
75. Interior level parking garage floor drains, and any other interior floor drains, shall be connected to the sanitary sewer system;
76. Fire sprinkler test waster shall discharge to onsite vegetated areas, or alternatively shall be discharged to the sanitary sewer system;
77. Air conditioning condensate shall drain to landscaping, or alternatively may be connected to the sanitary sewer system;

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78. All construction projects, regardless of size, must prevent stormwater pollution from construction-related activities. Project applicants shall ensure that all contractors implement appropriate and effective Best Management Practices (BMPs) during all Phases of construction, including demolition. When submitting plans for a building permit, please include the Construction BMP plan sheet. An electronic file is available at: www.burlingame.org/stormwaterdevelopment;
79. Since the project will disturb one (1) or more acres of soil, the project must obtain coverage under the Construction General Permit from the State Water Resources Control Board. When submitting plans for a building permit, please include the project's WDID # and a copy of the Notice of Intent (NOI) for Construction General Permit coverage;
80. Post-construction treatment measures must be designed, installed, and hydraulically-sized to treat a specified amount of runoff. The project plan submittals shall identify the owner and maintenance party responsible for the ongoing inspection and maintenance of the post-construction stormwater treatment measures. A completed, notarized Stormwater Treatment Measure Maintenance Agreement shall be submitted to the City prior to the issuance of a final construction inspection;

Building:

Prior to Building Permit Issuance:

81. All elements on the site must be accessible including all exterior paths of travel, usable exterior spaces such as the outdoor terraced seating area. The accessible path of travel must connect to all entrances of the buildings;
82. For the truck parking area within the buildings for loading and unloading, a fuel loading analysis must be provided to verify level of hazard and mitigating measures;
83. If occupied roof terrace on level 11 of the North or Center Buildings have an occupant load over 100, one of the two exits shall go through a one-hour corridor leading to the stair;
84. Provide a narrative describing how the garage levels will be ventilated per CMC 403.7. Include information on where garage exhaust will terminate as garage exhaust is considered environmental air and shall comply with CMC 502.2.1;
85. Elevator car shall be able to accommodate an ambulance stretcher, 24" x 84", per CBC 3002.4 and 3002.4a;
86. Roof deck shall be designed with a live load of 1.5 times the live load for the area served and not required to exceed 100 psf. CBC Table 1607.1;
87. High rise buildings of Risk Category III must comply with Section 403.2.3;
88. Fire service access elevators complying with Section 403.6.1 shall be provided;
89. Provide two completed copies of the Mandatory Measures with the submittal of building permit plans for Building Code compliance plan check. In addition, replicate this completed document on the plans. Note: On the Checklist a reference must be provided that indicates the page of the plans on which each Measure can be found. BMC 18.30.040, 18.30.045 & 18.30.050;

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90. Provide two completed copies of the (N) Non-Residential Reach Code Checklist under the City's 2020 Reach Code with the submittal of building permit plans for Building Code compliance plan check. In addition, replicate this completed document on the plans. Note: On the Checklist a reference must be provided that indicates the page of the plans on which each Measure can be found. Burlingame Ordinance 1981. Nonresidential Buildings. <http://www.burlingame.org/reachcode>;

Fire:

Prior to Building Permit Issuance:

91. The project shall comply with the Alternate Means of Protection/Materials/Methods of Construction issued by Central County Fire dated September 12, 2023, with the following mitigations:
- Upgrade both Parking Structures to Construction Type 1A
 - Extend all egress stairs in buildings and parking structures up to the roof in stairwell penthouse enclosures
 - Add Fire Command Centers on the ground level of both Parking Structures, with sidewalk access
 - Provide layby lanes sized for fire truck use, with no parking signage, near each of the building lobbies
 - In Building typical floors (designed for B and L use), upgrade sprinkler density to Ordinary Hazard Group 2;
92. that the Alternate Means of Protection/Materials/Methods of Construction issued by Central County Fire dated September 12, 2023, with mitigations, shall be included in the project construction plans which shall remain a part of all sets of approved plans throughout the construction process. Compliance with all mitigations is required and shall not be modified or changed without the approval of Central County Fire;
93. that prior to formal submittal of the encroachment permit application by the City on behalf of the applicant for the project's improvements proposed to the intersection at the US-101 Offramp and Bayshore Highway, the applicant shall receive approval from Central County Fire that the design of such improvements does not impede emergency response routes or vehicles, and that following approval from Caltrans for such improvements, the applicant shall include reflective paint and/or other means in the design and construction of the two medians proposed to make them clearly visible, particularly during evening and early morning hours to avoid conflicts with motorists;
94. All buildings are determined to be high rise buildings. All CBC/CFC requirements for high rise buildings shall apply;
95. Project summary states plans are being submitted as a Group B occupancy but Group L requirements are being incorporated. Building permit plans must be specific to L requirements for infrastructure, mechanical spaces, etc.;
96. The building shall be equipped with an approved NFPA 13 sprinkler system. Sprinkler drawings shall be submitted and approved by the Central County Fire Department prior to installation;

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97. The fire sprinkler system shall be electronically monitored by an approved central receiving station;
98. The applicant shall ensure proper drainage in accordance with the City of Burlingame Engineering Standards is available for the fire sprinkler main drain and inspector test on the building plumbing drawings. These items may drain directly to landscape or in the sewer with an air gap;
99. The fire protection underground water line shall be submitted and approved by the Burlingame Building Department prior to approval of aboveground fire sprinkler permit and fire standpipe system by the Central County Fire Department;
100. The buildings shall be equipped with an approved Class III NFPA 14 Standpipe System. The standpipe system shall be submitted and approved by the Central County Fire Department prior to installation. Outlets shall be located on the intermediate stair landing of each floor;
101. A UL listed and certified manual and automatic fire alarm system shall be installed throughout the buildings;
102. Approved emergency radio communication capability is required throughout the buildings. If building construction/layout cannot accommodate required radio communication strength, an emergency responder radio coverage system is required throughout. Permit required to be obtained through the Central County Fire Dept. prior to installation. Riser wiring survivability rating shall be the same as interior wall ratings. Infrastructure should be designed for this rated shaft, alternates for this requirement will not be approved later in lieu of the rated shaft. Due to the proximity of the buildings, a single exterior antenna should be used to reduce potential frequency interference;
103. Phase I & II elevator recall for firefighter emergency operation shall be required;
104. Elevator shunt trip (causing loss of power) is not allowed. Sprinkler head at top of elevator shaft and in machine room not allowed. Elevator machine room must be constructed of the same rating as the elevator shaft;
105. All buildings shall have a Knox key box for emergency Fire Dept. access.
106. Provide a fire pump in accordance with NFPA 20 and secondary water supply as required per CBC 403.3.3;

Parks:

107. New landscape plan shall meet the Water Efficient Landscape Ordinance (WELO). Submit non-residential checklist for review with the building permit submittal. Irrigation Plans shall be required as part of the building permit submittal;

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The following conditions of approval are mitigation measures that the project will be required to comply with as identified in the Environmental Impact Report prepared for the project:

108. **Mitigation Measure AIR-1a: Construction Emissions Minimization.** During Project construction, the construction contractor shall comply with the BAAQMD's current basic control measures for reducing construction emissions of fugitive PM10 and PM2.5. The construction contractor shall comply with the following:
- 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 offsite 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 mph.
 - 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.
 - Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
 - 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.
 - Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD phone number shall also be visible to ensure compliance with applicable regulations;
109. **Mitigation Measure AIR-1b: Off-Road Equipment Tiers.** All construction equipment above 50 horsepower shall either be powered by electricity, or meet or exceed either EPA or CARB Tier 4 Final off-road emission standards if they are powered by diesel;
110. **Mitigation Measure AIR-1c: Haul Truck Tiers.** During Project construction, on-road haul trucks shall be equipped with 2010 or newer model year engines;
111. **Mitigation Measure AIR-1d: Exterior Paint.** The exteriors of the life science/office buildings will not be painted; rather, the exteriors shall entirely consist of glass, concrete or coated materials painted at the time of fabrication at an offsite facility;

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112. **Mitigation Measure AIR-1e: Interior Paint.** During Project construction and operation, the Project applicant shall use super-compliant architectural coatings during construction, and during operations that occur concurrent with construction for all buildings, which shall have volatile organic compound (VOC) content that meet South Coast Air Quality Management District (SCAQMD) Rule 1113 Architectural Coatings as revised on February 5, 2016;
113. **Mitigation Measure AIR-2: Zero-Emission Landscaping Equipment.** During Project operation, zero-emission landscaping equipment shall be used over conventional gasoline-fueled counterparts. The requirement for zero-emission landscaping equipment shall be included in the Project's landscaping maintenance agreement;
114. **Mitigation Measure BIO-1a: Worker Environmental Awareness Training.** Personnel involved in outfall replacement and bridge construction over Easton Creek shall be trained by a qualified biologist (experienced in construction monitoring, as approved by the City/Agency) in the importance of the marine environment to special-status fish and other aquatic animals, and the environmental protection measures put in place to prevent impacts to these species, their habitats, and EFH. The training shall include, at a minimum, the following:
- A review of the special-status fish and other aquatic animals, and sensitive habitats that could be found in or downstream from work areas.
 - Measures to avoid and minimize adverse effects to special-status fish and other aquatic animals, their habitats, and EFH.
 - A review of all conditions and requirements of environmental permits, reports, and plans (e.g., USACE permits);
115. **Mitigation Measure BIO-1b: Seasonal In-Water Restrictions.** In-water work for outfall replacement shall be conducted between June 1 through November 30, based on the standard work windows for steelhead and Pacific herring. If completion of in-water work within this period is not feasible due to scheduling issues, new timing guidelines shall be established and approved by NMFS and CDFW prior to initiation of in-water work;
116. **Mitigation Measure BIO-1c: Fish Exclusion at Dewatering Sites.** Prior to outfall replacement, Construction contractor shall install cofferdams to dewater the work areas. Cofferdams must be constructed with materials to effectively dewater the work area (e.g., inflatable rubber dams, sheet piles, or other materials). If inflatable rubber cofferdams are used, they must be installed at low tide when the work area is fully drained. If sheet pile cofferdams or other materials are used, the two sidewalls of the cofferdam must be placed first, followed by the final wall of the cofferdam on the downslope side (closest to the Easton Creek centerline). The final wall must be placed at low tide to minimize the amount and depth of water present within the cofferdam. Just before the final wall is installed, if water is present within the coffer dam, qualified biologists may use nets (with a maximum mesh size of 9.5 millimeters) to exclude fish from the construction area. At low tide, qualified biologists shall walk from the upper edge of the work area to the lower edge of the work area with a seine stretched across any wetted portion of the work area to encourage fish to move out of the construction area through the gap where the final wall would be installed. When the lower end of the construction area is reached, a block net would be installed in that gap to prevent fish from moving back into the cofferdam. This

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procedure shall be repeated until no fish remain in the dewatered area. The final sheet pile must then be installed. Upon completion of in-water work activities, coffer dams shall be removed in a manner that would allow flow to resume with the least disturbance to the substrate;

117. **Mitigation Measure BIO-1d: Nesting Bird Protection Measures.** Nesting birds and their nests shall be protected during construction by use of the following measures:
- a. The construction contractor shall conduct initial vegetation removal, tree trimming and removal, ground disturbance, and demolition of existing buildings outside the bird nesting season (February 1 to August 31);
 - b. If vegetation removal, tree trimming and removal, ground disturbance, and demolition of existing buildings during the nesting season cannot be fully avoided, a qualified wildlife biologist (as determined by CDFW) shall conduct pre-construction nesting surveys during the bird nesting season seven (7) or fewer days prior to the start of such activities or after any construction breaks of 14 days or more. Surveys shall be performed for the Project site, vehicle and equipment staging areas, and suitable habitat within 250 feet in order to locate any active passerine (songbird) nests and within 500 feet of these individual sites to locate any active raptor (birds of prey) nests.
 - i. If active nests are located during the pre-construction nesting bird survey, the qualified wildlife biologist shall evaluate if the schedule of construction activities could affect the active nests and the following measures shall be implemented based on their determination:
 - a. If construction is not likely to affect the active nest, construction may proceed without restriction; however, a qualified biologist shall regularly monitor the nest at a frequency determined appropriate for the surrounding construction activity to confirm there is no adverse effect. Spot-check monitoring frequency would be determined on a nest-by-nest basis considering the particular construction activity, duration, proximity to the nest, sensitivity of the species to disturbance, and physical barriers that may screen activity from the nest. The qualified biologist may revise his/her determination at any time during the nesting season in coordination with the City of Burlingame.
 - b. If it is determined that construction may affect the active nest, the qualified biologist shall establish a no-disturbance buffer around the nest(s) and all project work shall halt within the buffer until a qualified biologist determines the nest is no longer in use. Typically, these buffer distances are 250 feet for passerines and 500 feet for raptors; however, the buffers may be adjusted due to the pre-construction disturbance level and/or if an obstruction, such as a building, is within line-of-sight between the nest and construction.
 - c. Modifying nest buffer distances, allowing certain construction activities within the buffer, and/or modifying construction methods in proximity to active nests shall be done at the discretion of the

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qualified biologist and in coordination with the City of Burlingame, who would notify CDFW.

- d. Any work that must occur within established no-disturbance buffers around active nests shall be monitored by a qualified biologist. If adverse effects in response to project work within the buffer are observed and could compromise the nest, work within the no-disturbance buffer(s) shall halt until the nest occupants have fledged.
 - ii. Any birds that begin nesting within the Project site and survey buffers amid construction activities shall be assumed to be habituated to construction-related or similar noise and disturbance levels and no work exclusion zones shall be established around active nests in these cases; however, should these nesting birds begin to show disturbance associated with construction activities that could result in nest failure, no-disturbance buffers shall be established as determined by the qualified wildlife biologist;
118. **Mitigation Measure BIO-1e: Avoidance and Minimization Measures for Bats.** A qualified biologist (as defined by CDFW) who is experienced with bat surveying techniques (including auditory sampling methods), behavior, roosting habitat, and identification of local bat species shall be consulted prior to initiation of construction activities to conduct a pre-construction habitat assessment of the Project site to characterize potential bat habitat and identify potentially active roost sites. No further action is required should the pre-construction habitat assessment not identify bat habitat or signs of potentially active bat roosts within the Project site (e.g., guano, urine staining, dead bats, etc.).

The following measures shall be implemented should potential roosting habitat or potentially active bat roosts be identified during the habitat assessment in buildings to be demolished or relocated, or in trees adjacent to construction activities that could be trimmed or removed within the study area:

- a. In areas identified as potential roosting habitat during the habitat assessment, initial building demolition, relocation, and any tree work (trimming or removal) shall occur when bats are active, approximately between the periods of March 1 to April 15 and August 15 to October 15. These periods avoid the bat maternity roosting season and period of winter torpor.
- b. If construction occurs during the roosting season, the qualified biologist shall conduct pre-construction surveys of potential bat roost sites identified during the initial habitat assessment no more than 14 days prior to building demolition or relocation, or any tree trimming or removal.
- c. If active bat roosts or evidence of roosting is identified during pre-construction surveys for building demolition or tree work, the qualified biologist shall determine, if possible, the type of roost and species. A no-disturbance buffer shall be established around roost sites until the start of the seasonal windows identified above, or the qualified biologist determines roost sites are no longer active. The size of the no-disturbance buffer would be determined by the qualified biologist and would depend on the species present, roost type, existing screening around the roost site (such as dense vegetation or a building), as well as the type of construction activity that would occur around the roost site.

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- d. Buildings and trees with potential bat roosting habitat or active roosts shall be disturbed only under clear weather conditions when precipitation is not forecast for three days and when daytime temperatures are at least 50 degrees Fahrenheit.
 - e. The demolition of buildings containing or suspected to contain potential bat roosting habitat or active bat roosts shall be done under the supervision of the qualified biologist during daytime. When appropriate, buildings shall be partially dismantled to significantly change the roost conditions, causing bats to abandon and not return to the roost, likely in the evening and after bats have emerged from the roost to forage. Under no circumstances shall active maternity roosts be disturbed until the roost disbands at the completion of the maternity roosting season or otherwise becomes inactive, as determined by the qualified biologist.
 - f. Trimming or removal of existing trees with potential bat roosting habitat or active (non-maternity or hibernation) bat roost sites shall follow a two-step removal process (which shall occur during the time of year when bats are active, according to a) above.
 - i. On the first day and under supervision of the qualified biologist, tree branches and limbs not containing cavities or fissures in which bats could roost shall be cut using chainsaws or other handheld equipment.
 - ii. On the following day and under the supervision of the qualified biologist, the remainder of the tree may be trimmed or removed, either using chainsaws or other equipment (e.g., excavator or backhoe).
 - iii. All felled trees shall remain on the ground for at least 24 hours prior to chipping, off-site removal, or other processing to allow any bats to escape, or be inspected once felled by the qualified biologist to ensure no bats remain within the tree and/or branches;
119. **Mitigation Measure BIO-2a: In-Situ Restoration of Temporary Impacts.** Although much of the impact on tidal salt marsh and open water/tidal aquatic habitat in Easton Creek resulting from outfall replacement will be permanent, some of the impacts may be temporary, occurring only during removal of the existing outfalls and installation of new ones. All temporarily impacted areas (i.e., areas where new hardened material will not be placed) will be restored by the Project applicant or designee following construction by restoring topography and soils to pre-project conditions. The sparse pickleweed habitat along Easton Creek is likely to become recolonized easily without the need for seeding and planting, as long as the existing hydrology and topography are restored following temporary impacts;
120. **Mitigation Measure BIO-2b: Compensatory Mitigation for Permanent Impacts.** The Project applicant will provide compensatory mitigation for permanent loss of tidal salt marsh and open water/tidal aquatic habitat resulting from direct fill from outfall replacement, and for potential loss of tidal salt marsh from shading from bridges. The Project applicant will provide new wetland or aquatic habitat of the same type that was impacted to offset this impact, either through the creation, enhancement, or restoration of wetlands in an appropriate location or via the purchase of mitigation credits in a USACE, BCDC, and/or RWQCB-approved wetland mitigation bank. The purchase of such credits at a 1:1 ratio, on an acreage basis, or as specified by any state or federal permitting

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agencies, shall serve as full mitigation for impacts to these wetland features. If project-specific creation, enhancement, or restoration of wetland habitat is implemented, habitat will be restored or created at a minimum ratio of 1:1 (compensation: impact) on an acreage basis, or as otherwise required by any state or federal permitting agencies. USACE, BCDC, and/or RWQCB approvals may be required to authorize permanent impacts to this feature.

If compensatory mitigation is not provided by purchasing mitigation credits from a USACE- or RWQCB-approved wetland mitigation bank, then, the Project applicant will provide compensation by creating, enhancing, or restoring wetland habitat so as to achieve the 1:1 ratio somewhere in San Mateo County, or as otherwise required by any state or federal permitting agencies. A qualified biologist shall develop a "Wetland Mitigation and Monitoring Plan" describing the mitigation, which will contain the following components (or as otherwise modified by regulatory agency permitting conditions):

- a. Summary of habitat impacts and proposed mitigation ratios
 - b. Goal of the restoration to achieve no net loss of habitat functions and values
 - c. Location of mitigation site(s) and description of existing site conditions
 - d. Mitigation design:
 - i. Existing and proposed site hydrology
 - ii. Grading plan if appropriate, including bank stabilization or other site stabilization features
 - iii. Soil amendments and other site preparation elements as appropriate
 - iv. Planting plan
 - v. Irrigation and maintenance plan
 - vi. Remedial measures and adaptive management
 - e. Monitoring plan (including performance criteria, monitoring methods, data analysis, reporting requirements, and monitoring schedule). Success criteria will include quantifiable measurements of wetland vegetation type (e.g., dominance by natives) and extent appropriate for the restoration location, and provision of ecological functions and values equal to or exceeding those in the wetland habitat affected. At a minimum, success criteria will include following:
 - i. At Year 5 post-mitigation, at least 75 percent of the mitigation site for tidal salt marsh will be dominated by native hydrophytic vegetation.
121. The Wetland Mitigation and Monitoring Plan must be approved by the City of Burlingame prior to the wetland impacts, and implementation of the Plan must begin within one year after the discharge of fill into or construction of a bridge over tidal salt marsh or open water/tidal aquatic habitat;

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122. **Mitigation Measure CUL-2a: Cultural Resources Awareness Training.** Before any ground-disturbing and/or construction activities, an archaeologist meeting or under the supervision of an archaeologist meeting the Secretary of the Interior Standards for Archeology shall conduct a training program for all construction and field personnel involved in ground disturbance. If a Native American tribe has expressed interest in the Project via tribal consultation, they will be invited to participate in the training program. On-site personnel shall attend a mandatory pre-Project training that shall outline the general archaeological sensitivity of the area and the procedures to follow in the event an archaeological resource and/or human remains are inadvertently discovered. A training program shall be established for new Project personnel before they begin Project work;
123. **Mitigation Measure CUL-2b: Inadvertent Discovery of Cultural Resources.** If pre-contact or historic-era archaeological resources are encountered during Project implementation, all construction activities within 100 feet shall halt, and a qualified archaeologist, defined as an archaeologist meeting the U.S. Secretary of the Interior's Professional Qualification Standards for Archeology, shall inspect the find within 24 hours of discovery and notify the City of their initial assessment. Pre-contact archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include building or structure footings and walls, and deposits of metal, glass, and/or ceramic refuse.

If the City determines, based on recommendations from a qualified archaeologist and a Native American representative (if the resource is pre-contact), that the resource may qualify as a historical resource or unique archaeological resource (as defined in CEQA Guidelines Section 15064.5) or a tribal cultural resource (as defined in PRC Section 21080.3), the resource shall be avoided, if feasible. Consistent with Section 15126.4(b)(3), this may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement.

If avoidance is not feasible, the City shall consult with appropriate Native American tribes (if the resource is pre-contact), and other appropriate interested parties to determine treatment measures to avoid, minimize, or mitigate any potential impacts to the resource pursuant to PRC Section 21083.2, and CEQA Guidelines Section 15126.4. This shall include documentation of the resource and may include data recovery (according to PRC Section 21083.2), if deemed appropriate, or other actions such as treating the resource with culturally appropriate dignity and protecting the cultural character and integrity of the resource (according to PRC Section 21084.3);

124. **Mitigation Measure CUL-3: Inadvertent Discovery of Human Remains.** In the event of discovery or recognition of any human remains during construction activities, such activities within 100 feet of the find shall cease until the appropriate County Coroner has been contacted to determine that no investigation of the cause of death is required. The Native American Heritage Commission (NAHC) will be contacted within 24 hours if it is determined that the remains are Native American. The NAHC will then identify the person or persons it believes to be the most likely descendant from the deceased Native

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American, who in turn would make recommendations to the lead agency for the appropriate means of treating the human remains and any grave goods;

125. **Mitigation Measure HAZ-1: Construction Soil and Groundwater Management Plan.**

The contractor conducting excavation of fill and soil and dewatering of excavations shall develop and implement a soil and groundwater management plan (SGMP) for the management of soil, fill, soil gas, and groundwater before any ground-disturbing activity to manage contaminated materials, if encountered. The SGMP shall include the following, at a minimum:

- Site description, including the hazardous materials that may be encountered.
- Roles and responsibilities of on-site workers, supervisors, and the regulatory agency.
- Training for site workers focused on the recognition of and response to encountering hazardous materials or unknown structures, e.g., underground storage tanks (USTs).
- Notification requirements in the event of discovery of unknown structures or contamination.
- Protocols for the materials (fill, soil, and dewatering effluent) testing, handling, removing, transporting, and disposing of all excavated materials and dewatering effluent in a safe, appropriate, and lawful manner.
- Reporting requirement to the overseeing regulatory agency, if any contamination is found that requires agency oversight, documenting that site activities were conducted in accordance with the SGMP.

The SGMP shall be submitted to the SMCEHS and the City of Burlingame Building Division for review to inform their permit approval process before the start of demolition and construction activities and as a condition of the grading, construction, and/or demolition permit(s). The contract specifications shall mandate full compliance with all applicable federal, state, and local regulations related to the identification, transportation, and disposal of hazardous materials.

The SGMP shall include measures to remove and/or treat/remediate the impacted soil, fill, and groundwater, as needed, in a manner that is protective of human health and the environment and compatible with commercial land use, in compliance with all applicable regulatory standards, under supervision of a qualified environmental professional. The SGMP shall describe measures for (i) management of excavated soil, fill, and groundwater, (ii) characterization of soil and fill to determine whether they qualify as hazardous waste under regulations such as 22 C.C.R. Section 66262.11 or other regulations identified in the SGMP or otherwise identified by the oversight agencies, and (iii) offsite disposal of excavated soil and fill, and disposal of dewatered groundwater in compliance with all applicable regulations. The SGMP shall also provide measures for the evaluation of vapor intrusion risk at the Project site, and if necessary, modification of the Project design and/or installation of a vapor intrusion mitigation system consistent with the

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procedures and performance standards set forth in DTSC’s October 2011 Vapor Intrusion Mitigation Advisory or as otherwise determined applicable by the oversight agency at the time of construction.

For work that would encounter groundwater, as part of the SGMP, the contractor(s) shall include a groundwater dewatering control and disposal plan specifying how groundwater (dewatering effluent) will be handled and disposed of in a safe, appropriate, and lawful manner. The groundwater portion of the SGMP shall include the following, at a minimum:

- The locations at which groundwater dewatering is likely to be required.
- Test methods to analyze groundwater for hazardous substances.
- Appropriate treatment and/or disposal methods.
- Discussion of discharge to a publicly owned treatment works or the stormwater system, in accordance with any regulatory requirements the treatment works may have, if this effluent disposal option is to be used; and

126. **Mitigation Measure UTIL-2: Contribute to Water Conservation Programs under the City’s Development Offset Program.** Per the Development Offset Program and the WSA, the Project applicant shall make a monetary contribution to pay for its fair share of funding of water conservation programs to offset the Project’s contribution to the City’s water supply shortfall of 4.2 MGY during multiple dry years. The Project applicant shall make this contribution in three installments prior to issuance of Certificate of Occupancy for each of the three office/R&D buildings in amounts calculated at that time which are proportional to each building’s square footage.

Chair

I, _____, Secretary of the Burlingame Planning Commission, do hereby certify that the foregoing resolution was adopted at a regular meeting of the Planning Commission held on the 11th day of March 2024 by the following vote:

AYES:
NOES:
ABSENT:

Secretary

EXHIBIT A

Enhanced Street Tree Planting Plan

EXHIBIT A Enhanced Street Tree Planting Plan attachment

SITE FEATURES

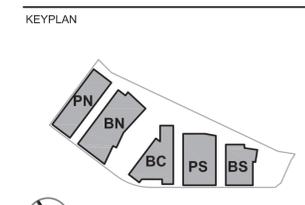
- | | | |
|------------------------------------|-----------------------------------|--|
| 1 BAY TRAIL | 8 NOT USED | 15 SHORELINE OVERLOOK & STEPPED SEATING |
| 2 PLAZA AT SOUTH GATEWAY | 9 DISCOVERY/NATURE PLAY AREA | 16 ACCESSIBLE SHORELINE ACCESS – SLOPED PATH |
| 3 TERRACED SEATING/GATHERING SPACE | 10 ENHANCED NATURAL AREA | 17 BIKE SHARE |
| 4 ENHANCED NATURAL AREA | 11 PEDESTRIAN BRIDGE AT BAY TRAIL | 18 LOBBY ENTRY |
| 5 OUTDOOR CAFE/RETAIL SEATING | 12 TERRACE/AMPHITHEATER SEATING | 19 PUBLIC BICYCLE PARKING |
| 6 PICNIC AREA | 13 EASTON CREEK PEDESTRIAN ACCESS | 20 FIRE ACCESS LANE |
| 7 OUTDOOR FITNESS FEATURE | 14 EASTON CREEK SEATING AREAS | |



ISSUES	DATE
ENTITLEMENT APPLICATION	03/24/2022
ENTITLEMENT APPLICATION #2	08/19/2022

Peninsula Crossing

1200-1340 Old Bayshore Hwy, Burlingame, CA 94010



PROJECT NO.: 20045.00
DATE: 08/19/2022
SCALE: 1"=50'
SHEET TITLE:

LANDSCAPE SITE PLAN - ILLUSTRATIVE



SHEET NO:
ENT L-101

RECEIVED
August 30, 2022
City of Burlingame
CDD-Planning DIV

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.
If this drawing is not 24"x36", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch.

RESOLUTION NO. _____

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BURLINGAME
RECOMMENDING TO THE CITY COUNCIL APPROVAL OF A DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BURLINGAME AND DW BURLINGAME I OWNER LLC, DW
BURLINGAME II OWNER LLC, DW BURLINGAME OWNER II A LLC, DW BURLINGAME
OWNER II B LLC, AND DW BURLINGAME III OWNER LLC, RELATED TO THE
DEVELOPMENT PROJECT AT 1200-1340 OLD BAYSHORE HIGHWAY**

RESOLVED, by the Planning Commission of the City of Burlingame that:

WHEREAS, on March 24, 2022, DW Burlingame I Owner LLC, DW Burlingame II Owner LLC, DW Burlingame II Owner A LLC, DW Burlingame II Owner B LLC, and DW Burlingame III Owner LLC (“Developer”) submitted a proposal for the assembly of parcels at 1200-1340 Old Bayshore Highway to construct three, 11-story office/research & development buildings and two, 10-10.5-story parking structures, and filed applications for Environmental Review, Commercial Design Review, Special Permits for Building Heights and Development under Tier 3/Community Benefits, and a Vesting Tentative Map (collectively, the “Project Approvals”); and

WHEREAS, on January 17, 2023, the Developer submitted an application for a Development Agreement per Burlingame Municipal Code Chapter 25.104 and California Government Code sections 65864 *et seq.* (the Development Agreement Statute) which authorizes a city and a party having a legal or equitable interest in real property to enter into a voluntary development agreement, which among other things can establish certain development rights in property and provide certain benefits for the public; and

WHEREAS, on February 13, 2023, in conjunction with the Design Review Study meeting, the Planning Commission held a pre-application study session on the Development Agreement application pursuant to Burlingame Municipal Code Section 25.104.040; and

WHEREAS, City staff and the Developer have negotiated proposed terms for a development agreement for the 1200-1340 Old Bayshore Highway Project (the Development Agreement) attached hereto as Attachment 1 to Exhibit “A”; and

WHEREAS, on March 11, 2024, the Planning Commission of the City of Burlingame reviewed and considered the proposed Development Agreement, the staff report and all other written materials and testimony presented at a duly noticed public hearing as required by law;

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission:

1. Finds that the foregoing recitals are true and correct and are incorporated herein by reference.
2. Recommends to the City Council that it adopt the ordinance attached hereto as Exhibit A and enter into the Development Agreement with the Developer attached as Attachment 1 to Exhibit A, all of which are incorporated herein by reference. In making such recommendation, the Planning Commission acknowledges that the final form of development agreement may contain additional or different details, including regarding terms and scheduling, which the Council may negotiate and include in its discretion.
3. Finds that the above recommendation is based on the Planning Commission's review and consideration of the Development Agreement, staff report, and all public testimony received.
4. Further finds that the above recommendation is based on the following:
 - a. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan as described in the staff report and the record for the Project Approvals.
 - b. The Development Agreement is consistent with the zoning and other land use regulations applicable to the property as described in the Development Agreement recitals, the staff report, and the record for the Project Approvals.
 - c. The Development Agreement provides that the Vesting Tentative Map for the Project will comply with applicable subdivision requirements.

Chair

I, _____, Secretary of the Burlingame Planning Commission, do hereby certify that the foregoing resolution was introduced and adopted at a regular meeting of the Planning Commission held on the 11th day of March, 2024, by the following vote:

AYES: COMMISSIONERS:
NOES: COMMISSIONERS:
ABSENT: COMMISSIONERS:

Secretary

EXHIBIT A – DEVELOPMENT AGREEMENT ORDINANCE
ATTACHMENT 1 – DEVELOPMENT AGREEMENT

DRAFT

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City of Burlingame
501 Primrose Road
Burlingame, CA 94010
Attention: City Clerk

*Space Above This Line Reserved for Recorder's Use
Exempt from Recording Fee Per Government Code Section 27383*

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF BURLINGAME,
a municipal corporation

AND

**DW BURLINGAME I OWNER, LLC; DW BURLINGAME II OWNER, LLC; DW
BURLINGAME II OWNER A, LLC; DW BURLINGAME II OWNER B, LLC and DW
BURLINGAME III OWNER, LLC**

Adopted by Ordinance No. _____

Effective Date: _____, 2024

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LIST OF EXHIBITS:

Exhibit A	Property Map
Exhibit B	Legal Description of Property
Exhibit C	Pre-Vesting Tentative Map Property Ownership
Exhibit D	Post-Vesting Tentative Map Property Ownership
Exhibit E	Temporary and Final Bay Trail Improvements
Exhibit F	Map of Community Benefits
Exhibit G	Impact Fees
Exhibit H	Annual Review From
Exhibit I	Form of Assignment and Assumption

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“**Agreement**”) dated for reference purposes as of _____, 2024 (“**Agreement Date**”), is entered into by and between DW Burlingame I Owner, LLC (“DW I”), a Delaware limited liability company; DW Burlingame II Owner, LLC, a Delaware limited liability company (“DW II”); DW Burlingame II Owner A, LLC, a Delaware limited liability company (“DW II A”); DW Burlingame II Owner B, LLC, a Delaware limited liability company (“DW II B”); and DW Burlingame III Owner, LLC, a Delaware limited liability company (“DW III” and together with DW I, DW II, DW II A and DW II B “**Developers**”) and the CITY OF BURLINGAME, a municipal corporation (“**City**”). Developers and City are sometimes referred to individually herein as a “**Party**” and collectively as “**Parties**.”

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties, and the following recitals are a substantive part of this Agreement and incorporated herein; terms are defined throughout this Agreement as indicated in **bold** language.

A. Developers currently have a legal and/or equitable interest in approximately 12 acres of real property located at 1200-1340 Old Bayshore Highway in Burlingame, California, depicted on Exhibit A (the “**Property Map**”) and more particularly described in Exhibit B (“**Property**”). The Property is bounded to the south by Airport Boulevard, to the east by the San Francisco Bay, to the north by office buildings and surface parking lots, and to the west by Old Bayshore Highway. Easton Creek runs west to east to the Bay through the center of the Project site. The Property is currently occupied by a mix of office, restaurant, and retail buildings, a Holiday Inn Express, and surface parking lots. The Bay Trail terminates at the south end of the Property and resumes on the north end.

B. There are eight existing, one- to three-story buildings on the Property totaling 247,466 square feet. Developers propose to redevelop the Property with three new 11-story office or research and development (“**R&D**”) buildings (the “**North Building**,” “**Center Building**,” and “**South Building**” [collectively, the “**Buildings**” or individually, a “**Building**”]) and two new 10-10.5-story parking garages (the “**Northern Parking Structure**” and the “**Southern Parking Structure**” [together, the “**Parking Structures**” or individually, a “**Parking Structure**”]) with two below grade parking levels each. Two of the five new structures, the Northern Parking Structure and North Building, would be on the portion of the site north of Easton Creek. On the south side of the creek are the Center Building, Southern Parking Structure and South Building. Three service roads off Old Bayshore Highway are proposed for access to the buildings and parking structures, one between the Northern Parking Structure and North Building, a second between the Center Building and Southern Parking Structure, and the third between the Southern Parking Structure and South Building. Other improvements include sea level rise infrastructure, a new Bay Trail along the shoreline, parks and plazas and other public amenities and infrastructure. Collectively, these improvements are the “**Project**.”

C. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs and risks of development, the

Legislature of the State of California enacted Government Code Section 65864 *et seq.* (“**Development Agreement Law**”), which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement establishing certain development rights and obligations pertaining to real property.

D. Developers desire to construct the Project in three phases. The order and timing of the phasing has not been determined, but the three phases will consist of the following: the North Building and Northern Parking Structure (“**Northern Phase**”), the Center Building and Southern Parking Structure, (“**Center Phase**”), and the South Building (“**Southern Phase**”). The Northern Phase, Center Phase, and Southern Phase are collectively referred to as “**Phases**” and any one is a “**Phase**.” Each Phase also includes site preparation (demolition of any existing structures and grading) and site finishing, including any related community benefits.

E. Prior to or concurrently with the approval of this Agreement, City has taken numerous actions in connection with the development of the Project on the Property and has determined that the Project complies with the policies set forth in the General Plan. These actions include:

1. Certification of an environmental impact report prepared for the Project (the “**EIR**”);
2. Design Review permit approval;
3. Vesting Tentative Subdivision Map approval;
4. Approval of Special Permit for height above 65 feet and Tier 3 increased FAR; and
5. Tree removal permit approval.

The approvals described in this Recital are collectively referred to herein as the “**Project Approvals**.”

F. As of the Agreement Date, the ownership of each Phase is as follows: the Northern Phase is owned by DW I; the Center Phase is owned by DW II, DW II A and DW II B; and the Southern Phase is owned by DW III. Prior to recording the final map, DW II A and DW II B, which are wholly owned subsidiaries of DW II, will transfer fee title in their respective Center Phase parcels to DW II. After such transfers, DW II A and DW II B will have no property interest in the Property. Exhibit C shows the parcels and ownership as they exist on the Agreement Date (“Pre-VTM Property”) and Exhibit D shows the future parcels and ownership as they will exist after the final map is recorded (“Post-VTM Property”).

G. Consistent with the Project Approvals, the parties anticipate that during the Term of this Agreement and subsequent to the Effective Date, as defined in Section 3.1 below, Developers shall seek from the City certain subsequent land use approvals, entitlements, and permits as will be necessary or desirable for implementation of the Project, collectively referred to as “**Subsequent Approvals**,” and as more particularly described in Article 9 of this Agreement. When any Subsequent Approval applicable to the Property is approved by the City, then such

Subsequent Approval shall become subject to all of the terms and conditions of this Agreement applicable to the Project Approvals and shall be treated as part of the Project Approvals, as defined in Recital E above.

H. City has determined that by entering into this Agreement, City will further the purposes set forth in the Development Agreement Law by, among other things, ensuring that the Project will provide substantial community benefits, as described below:

1. Development of a public plaza at the corner of Airport Boulevard and Old Bayshore Highway. The plaza will include terraced seating along the tidal salt marsh and a space for public events.

2. Developers will construct sea level rise (“SLR”) infrastructure. Developers will raise the shoreline, Bay Trail and adjacent park-like areas to a minimum elevation of 17 feet and provide infrastructure for flood protection along Easton Creek up to an elevation of no less than 16 feet and erosion protection up to 14 feet. Developers will build finished floors at an elevation of no less than 16 feet. These measures are intended to provide flood resilience through the end of the century per the City Council-adopted “Map of Future Conditions.”

3. Developers will install story boards along construction sites, subsequent phases and the Bay Trail when in a temporary condition, describing the Project generally, anticipated completion dates, and specifically the Developer-funded SLR infrastructure and Bay Trail construction timing.

4. Developers will install landscaping on both the northern and southern sides of Easton Creek within the Project site as part of the first Phase, unless the first Phase consists of the Southern Phase, in which case such landscaping shall be installed as part of the next phase.

5. Developers will provide a shuttle service along Old Bayshore Highway for the life of the Project.

6. Developers will install improvements along Old Bayshore Highway to accommodate layby drop-offs for buses and shuttles, including two shuttle stops adjacent to the Project site.

7. Developers will contribute \$3,500,000.00 dollars to the City’s Broadway Grade Separation Project.

8. Developers will provide approximately 5.5 acres of publicly-accessible open space, including a nature play/discovery area, shoreline exploration area, outdoor fitness area, public restrooms and seating, bike share, a bike repair stand, drinking fountains, and blue light emergency phones.

9. Developers will provide the following cultural arts and community spaces:

a. An amphitheater seating area along the Bay Trail at the southern portion

of the Project site that will support gathering and performance areas;

b. Interpretive/historical/educational signage, public art, and event infrastructure along the Bay Trail and other public areas; and

c. A public airplane viewing platform at the top level of the Southern Parking Structure.

I. A primary purpose of this Agreement is to assure that the Project can proceed without disruption caused by a change in City's planning policies and requirements following the Project Approvals and to ensure that the community benefits Developers commit to delivering in connection with the development of the Project are timely delivered. The terms and conditions of this Agreement have undergone review by City staff, the Planning Commission, and the City Council at publicly noticed meetings and have been found to be fair, just, and reasonable and in conformance with the Development Agreement Law and the goals, policies, standards, and land use designations specified in City's General Plan and, further, the City Council finds that the economic interests of City's citizens and the public health, safety, and welfare will be best served by entering into this Agreement.

J. For the reasons recited herein, City and Developers have determined that the Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Project Approvals, thereby encouraging planning for, investment in, and commitment to use and development of the Property. Continued use and development of the Property will in turn provide substantial employment, tax, and other public benefits to City.

K. On March 11, 2024, the Planning Commission, the initial hearing body for purposes of development agreement review, considered this Agreement and made a recommendation for approval to the City Council. On _____, 2024, the City Council adopted Ordinance No. _____ approving this Agreement (the "**Enacting Ordinance**"), which was introduced on _____, 2024.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is acknowledged, Developers and the City agree as follows:

AGREEMENT

ARTICLE 1. GENERAL PROVISIONS

Section 1.1 Property Subject to the Agreement. All of the Property shall be subject to this Agreement. The Parties hereby acknowledge that, as of the Effective Date, Developers have a legal and/or equitable interest in the Property. Developers further agree that all persons holding legal or equitable title in the Property shall be bound by this Agreement.

Section 1.2 Developers. The Developers are currently affiliated entities and collectively own the entire Property. As of the Effective Date, Developers currently own the Property as described and depicted on Exhibit C. Each individual Developer shall be solely

responsible to the City for the performance of the obligations under this Agreement as it relates specifically to such Developer's Property, unless otherwise described herein.

ARTICLE 2. PUBLIC BENEFITS

Section 2.1 Public Benefits Obligations. In consideration of the rights and benefits conferred by City to Developers under this Agreement, Developers shall perform and provide the specific public benefits described in the Project Approvals and in this Article 2 (the "**Public Benefits**"), some of which may exceed the dedications, conditions, and exactions that City may impose under Applicable City Regulations, as defined in Section 4.1.A below.

Section 2.2 Developers' Financial Contribution to City's Broadway Grade Separation Project.

A. Developers collectively shall pay City a total of \$3,500,000.00 (the "**Developer Grade Separation Contribution**") which City shall use to fund its proposed Broadway Grade Separation Project (currently described as City Project No. 82540).

B. The Developer Grade Separation Contribution is due in three installments. The first installment shall be in the amount of \$1,500,000.00 and paid prior to issuance of the first building permit for the first Building. The subsequent installments shall each be in the amount of \$1,000,000 and paid prior to the issuance of the first certificate of occupancy for each of the second and third Buildings. The Developer owning the Property upon which a particular Project Building is constructed shall be responsible for the payment of the required installment. For example, if the Northern Phase begins construction first, the owner of that Property would be responsible for the first installment of \$1,500,000.00. Thereafter, the owner(s) of the Center Phase and the Southern Phase would each be responsible for the other two installments of \$1,000,000.00.

Section 2.3 Developer Transportation Improvements and Contributions.

A. Developers shall enter into an agreement with a shuttle service provider (currently anticipated to be the Commute.org joint powers authority) to fund the shuttle service provider's establishment and maintenance of shuttle service along Old Bayshore Highway as necessary to maintain 15-minute headways or better during the weekday peak commute periods for the life of the Project. Developers must also install and maintain shuttle stop signage and stop improvements for two shuttle stops which support public drop-off, pick-up, loading, car share access, and fire department apparatus use. The shuttle stops must include at least one stop in the plaza of the South Building and one stop along Easton Creek. Developers' obligations under this Section 2.3.B to enter into such agreement with a shuttle service provider, make the first payment to the shuttle service provider, and install the shuttle stop along Easton Creek must be met prior to occupancy of any Building in the first Phase. The shuttle stop in the plaza of the South Building must be completed prior to occupancy of the South Building. Developers understand and agree that the shuttle service obligations under this Section 2.3.B are intended to provide shuttle service for the life of the Project.

B. Developers shall install improvements along Old Bayshore Highway to accommodate layby drop-offs for buses and shuttles.

Section 2.4 Other Public Improvements.

A. For purposes of this Section 2.5, "**Finally Granted**" shall mean that (i) any and all applicable appeal periods for the filing of any administrative or judicial appeal challenging the issuance or effectiveness of any of the Project Approvals, this Agreement, or the EIR shall have expired and no such appeal shall have been filed, or if such an administrative or judicial appeal is filed, the Project Approvals, this Agreement, or the EIR, as applicable, shall have been upheld by a final decision in each such appeal and the entry of a final judgment, order or ruling upholding the applicable Project Approvals, this Agreement, or the EIR and (ii) if a referendum petition relating to this Agreement is timely and duly circulated and filed, certified as valid and the City holds an election, the date the election results on the ballot measure are certified in the manner provided by the Elections Code reflecting the final defeat or rejection of the referendum.

B. Early Delivery of Bay Trail. Within three (3) years of all of the Project Approvals being Finally Granted ("**Early Bay Trail Deadline**"), including but not limited to any approvals required by third party agencies, Developers shall construct the Bay Trail in temporary condition along the border of Project site fronting the Bay, except along Easton Creek, where the temporary trail may parallel rather than cross the creek, generally in the location depicted in Exhibit E ("**Temporary Bay Trail**"). No fewer than one (1) bench and one (1) garbage can shall be installed within the Project site near the Temporary Bay Trail's northern and southern entrances. If the certificate of occupancy of any Building is received prior to the Early Bay Trail Deadline, then the Bay Trail shall be provided in final condition for that Phase (generally in the location depicted in Exhibit E) that includes the completed Building and in temporary condition for the other phases. Further, the bridge over Easton Creek shall be constructed if the first Phase includes the North Building or Center Building, but not if the first Phase includes the South Building. Finally, notwithstanding the Parties' understanding that each Developer is responsible for obligations under this Agreement related to the portions of the Property that each Developer owns as described in Section 1.2, installation of the Temporary Bay Trail by the Early Bay Trail Deadline must be met in accordance with this section 2.4.B and any and all Developers will be jointly and severally liable for meeting such obligation.

C. Public Plaza. Prior to the certificate of occupancy of the Phase including the South Building, the Developer shall construct a public plaza at the corner of Airport Boulevard and Old Bayshore Highway, generally in the location depicted in Exhibit F.

D. Sea Level Rise Infrastructure. The SLR infrastructure shall raise the shoreline, Bay Trail and adjacent park-like areas to a minimum elevation of 17 feet and providing infrastructure for flood protection along Easton Creek up to an elevation of 16 feet and erosion protection up to 14 feet. Building finished floors will be at an elevation of 16 feet. The SLR infrastructure will be integrated into each Phase of the Project and constructed concurrently with each Phase of the Project.

E. Story Boards. Story boards shall be installed along the perimeter of the Project site that is in a temporary condition, including along construction sites, subsequent Phases and the Bay Trail when in a temporary condition, describing the Project generally, and specifically the Developer-funded SLR infrastructure and Bay Trail.

F. Easton Creek Landscaping. Install improvements and landscaping on both the northern and southern sides of Easton Creek within the Project site as part of the first Phase, unless the first Phase consists of the Southern Phase, in which case such landscaping shall be installed as part of the next Phase. Location and type of proposed improvements and landscaping are shown on Exhibit F, but the Public Works Director shall review and approve such improvements and landscaping prior to installation.

G. Publicly-Accessible Open Space. The Project shall include approximately 5.5 acres of publicly accessible open space, including a nature play/discovery area, shoreline exploration area, outdoor fitness area, public art, public restrooms and seating, bike share (provided that a bike share service provider is available), a bike repair stand, drinking fountains, and blue light emergency phones, each as generally and conceptually depicted in Exhibit F. Final locations and specific details of the improvements shown on Exhibit F within the publicly accessible open space shall be reviewed and approved by the Community Development Director prior to issuance of the building permit for the first Building for each Phase.

H. Southern Amphitheater. The Phase that includes the Southern Building shall include an amphitheater seating area along the Bay Trail at the southern portion of the Project site that will support gathering and performance areas, generally as depicted in Exhibit F.

I. Interpretative Signage. The Bay Trail and other public areas shall include interpretive and educational signage.

J. Public Airplane Viewing Platform. The Southern Parking Structure shall include an airplane viewing platform at the top level that is open to the public.

K. Public Parking Spaces. 40 of the parking stalls on Level 1 in the South Parking Structure will be public stalls dedicated to the proposed restaurant/café use and Bay Trail users.

Section 2.5 Sales Tax Point of Sale Designation. Developers shall use good faith and commercially reasonable efforts to require all persons and entities providing bulk lumber, concrete, structural steel and pre-fabricated building components, such as roof trusses, used in connection with the construction and development of, or incorporated into, the Project, to: (A) obtain a use tax direct payment permit; (B) elect to obtain a subcontractor permit for the job site of a contract valued at Five Million Dollars (\$5,000,000) or more; or (C) otherwise designate the Property as the place of use of material used in the construction of the Project in order to have the local portion of the sales and use tax distributed directly to the City instead of through the County-wide pool, all to the extent allowed by law. Developers shall instruct, in writing, each of its general contractors to cooperate with the City to ensure the full local sales/use tax is allocated to City. To assist City in its efforts to ensure that the full amount of such local sales/use tax is allocated to the City of Burlingame, Developers shall instruct their respective general contractors to provide City with an annual spreadsheet, which includes a list of all subcontractors with contracts in excess of the amount set forth above, a description of all applicable work, and the dollar value of such subcontracts. City may use said spreadsheet sheet to contact each subcontractor who may qualify for local allocation of use taxes to the City. Notwithstanding any of the foregoing, Developers are

obligated to instruct their general contractors cooperate with the City and provide the annual spreadsheets. The terms of this Section 2.6 shall only apply to the construction of the Buildings and the Parking Structures and shall not apply to any subsequently performed tenant improvement work within a Building.

Section 2.6 City of Burlingame Business License. Developers, at their expense, shall obtain and maintain a City of Burlingame business license at all times during the Term, and shall include a provision in all general contractor agreements for the Project requiring each such general contractor to obtain and maintain a City of Burlingame business license during performance of the work of construction.

ARTICLE 3. EFFECTIVE DATE AND TERM

Section 3.1 Effective Date. This Agreement shall become effective thirty (30) days after the date that the Enacting Ordinance is adopted by the City Council (the “**Effective Date**”).

Section 3.2 Term. The Term has been established by the Parties as a reasonable estimate of the time required to carry out and develop the Project and provide the Public Benefits of the Project, and shall be defined as the Initial Term plus any Extended Term or Extended Terms.

A. Initial Term. The “**Initial Term**” of this Agreement shall commence on the Effective Date and shall expire on the date which is ten (10) years thereafter unless earlier terminated as provided in this Agreement.

B. Extended Term. Subject to the terms and conditions in this Section 3.2.B, Developers shall have the right to request two separate extensions of the Initial Term for five (5) years each (individually each an “**Extended Term**” and collectively the “**Extended Terms**”) for a full term not to exceed twenty (20) years. The Initial Term may also be subject to potential further extension for Force Majeure Delays as provided in Section 3.2.D below.

1. First Extension Criteria. In order to request the first extension, Developers shall be in compliance with all of their obligations under this Agreement and Project Approvals at the time the extension request is made and at the time the extension would become effective. To request the first extension, Developers shall have completed construction to grade of the foundation for the first Building (which shall, at minimum, include construction up to finished ground floor elevation and all underlying deep foundation components including but not limited to fill, pilings, and footings)(the “**First Extension Criteria**”). If construction is not underway and ongoing at the time of the First Extension request, then the site shall be secured and kept clean, orderly, free of debris, and otherwise in a state that reflects best construction management practices. For purposes of this Section 3.2, Developers shall be considered in compliance with their obligations under this Agreement if they are not in Default, as defined in Section 11.1. If Developers desire to request the first extension, Developers must submit a letter addressed to the City Manager requesting such extension at least sixty (60) days prior to the date that the Initial Term otherwise would expire (“**First Extension Request**”). The First Extension Request shall include documentation demonstrating that the First Extension Criteria have been satisfied or will be satisfied prior to the date that the Initial Term otherwise would expire. City shall grant the requested extension if the Developers are in compliance with this Agreement and if

Developers have met the First Extension Criteria; provided, however, that if one or more Developers is or are not in compliance with this Agreement but the other Developer or Developers is in compliance, City shall grant the requested extension for any Developer that is in compliance and such extension shall only apply to that portion of the Property owned by the Developer in compliance. City's determination whether Developers have met the First Extension Criteria shall be based solely upon the objective criteria in this Section 3.2.B.1, such that the decision to extend this Agreement is ministerial and is not discretionary. Within ten (10) days after the written request of either Party hereto, City and Developer agree to execute, acknowledge, and record in the Official Records of San Mateo County a memorandum evidencing any approved extension of the Initial Term pursuant to this Section 3.2.B.1.

2. Second Extension Criteria. In order to request the second extension, Developers shall be in compliance with all of their obligations under this Agreement and Project Approvals at the time the extension request is made and at the time the extension would become effective. To request the second extension, Developers shall have obtained (i) certificate of occupancy for the first Building, and (ii) final inspection approval for the core and shell of the second Building, where the term "**core and shell**" refers to the building structure and envelope without interior finishes (the "**Second Extension Criteria**"). If Developers desire to request the second extension, Developers must submit a letter addressed to the City Manager requesting such extension at least sixty (60) days prior to the date that the Extended Term otherwise would expire ("**Second Extension Request**"). The Second Extension Request shall include documentation demonstrating that the Second Extension Criteria have been satisfied or will be satisfied prior to the date that the Extended Term otherwise would expire. The City shall grant the requested extension if the Developers are in compliance with this Agreement and if the City determines that the Developers have met the Second Extension Criteria; provided, however, that if one or more Developers is or are not in compliance with this Agreement but the other Developer or Developers is or are in compliance, City shall grant the requested extension for any Developer that is in compliance and such extension shall only apply to that portion of the Property owned by the Developer in compliance. City's determination whether Developers have met the Second Extension Criteria shall be based solely upon the objective criteria in this Section 3.2.B.2, such that the decision to extend this Agreement is ministerial and is not discretionary. Within ten (10) days after the written request of either Party hereto, City and Developers agree to execute, acknowledge, and record in the Official Records of San Mateo County a memorandum evidencing any approved extension of the Extended Term pursuant to this Section 3.2.B.2.

C. Effect of Termination. Upon the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect, subject, however, to the provisions set forth in Section 11.7 ("**Surviving Provisions**") below.

D. Force Majeure Delay. Subject to the limitations and notice requirements set forth below in Section 3.2.D.1, the Term of this Agreement and the time within which either Party shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by Force Majeure, and as unforeseen at the time this Agreement was executed by the parties. For purposes of this Agreement, "**Force Majeure**" is defined as strikes, lock outs, and other labor difficulties; Acts of God; unusually severe weather, but only to the extent that such weather or its effects (including,

without limitation, dry out time) result in delays that cumulatively exceed twenty (20) days for any winter season occurring after commencement of construction of the Project; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; changes in local, state, or federal laws or regulations; any development moratorium or any action of other public agencies that regulate land use, development, or the provision of services that prevents, prohibits, or delays construction of the Project, including without limitation any extension authorized by Government Code Section 66463.5(d); or enemy action; civil disturbances; wars; terrorist acts; fire; a state or federal declaration of emergency based on an epidemic or pandemic; unavoidable casualties; mediation, arbitration, litigation, or other administrative or judicial proceeding involving the Project Approvals or this Agreement, including without limitation any extension authorized by Government Code Section 66463.5(e) (each a “**Force Majeure Delay**”). Developer’s inability or failure to obtain financing shall not be deemed to be a cause outside the reasonable control of the Developer and shall not be the basis for a Force Majeure Delay or any other excused delay under the terms of this Agreement.

1. Extension of Times of Performance. An extension of time for any Force Majeure Delay shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice (as defined in Section 13.5) by the Party claiming such extension is sent to the other Party within sixty (60) days of the commencement of the cause. If Notice is sent after such sixty (60) day period, then the extension shall commence to run no sooner than sixty (60) days prior to the giving of such Notice. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City Manager and Developers.

Section 3.3 City Representations and Warranties. City represents and warrants to Developers that:

A. City is a municipal corporation, and has all necessary powers under the laws of the State of California to enter into and perform the undertakings and obligations of City under this Agreement.

B. The execution and delivery of this Agreement and the performance of the obligations of City hereunder have been duly authorized by all necessary City Council action and all necessary approvals have been obtained.

C. This Agreement is a valid obligation of City and is enforceable in accordance with its terms.

D. The foregoing representations and warranties are made as of the Agreement Date. During the Term of this Agreement, City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 3.3 not to be true, immediately give written Notice of such fact or condition to Developers.

Section 3.4 Developers Representations and Warranties. Each Developer represents and warrants to City that:

A. Developer is duly organized and validly existing under the laws of the State of Delaware and is authorized to do business in California and has all necessary powers

to own property interests and in all other respects enter into and perform the undertakings and obligations of Developer under this Agreement.

B. The execution and delivery of this Agreement and the performance of the obligations of Developer hereunder have been duly authorized by all necessary company action and all necessary member approvals have been obtained.

C. This Agreement is a valid obligation of Developer and is enforceable in accordance with its terms.

D. Developer has not: 1) made a general assignment for the benefit of creditors; 2) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Developer's creditors; 3) suffered the appointment of a receiver to take possession of all, or substantially all, of Developer's assets; 4) suffered the attachment or other judicial seizure of all, or substantially all, of Developer's assets; 5) admitted in writing its inability to pay its debts as they come due; or 6) made an offer of settlement, extension, or composition to its creditors generally.

E. The foregoing representations and warranties are made by each Developer as of the Agreement Date. During the Term of this Agreement, each Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 3.4 not to be true, immediately give written Notice of such fact or condition to City.

ARTICLE 4. DEVELOPMENT OF PROPERTY

Section 4.1 Definitions. A. Applicable City Regulations. For purposes of this Article and the Agreement, "**Applicable City Regulations**" means:

1. The City's development standards for the Property, including the permitted uses and zoning classifications, maximum density, and/or total number of residential units, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the terms, conditions, restrictions, and requirements for subsequent discretionary actions, the provisions of public improvements and financing of public improvements, and other terms and conditions of development as set forth in the General Plan, Municipal and Zoning Code, and other City rules, regulations, ordinances, and official policies applicable to the Project on the Effective Date;

2. All State and Federal laws and regulations applicable to the Property and the Project as enacted, adopted, and amended from time to time.

3. Any New City Laws, defined in Section 4.1.C below, that apply to the Property, as herein set forth in subsection A of Section 4.2 ("**Vested Rights of Developer**") and subsections C and D of Section 4.3 ("**Reservations of City Authority**").

B. Conflict. For purposes of this Article, "**conflict**" means a modification to the Project Approvals or this Agreement that purport to:

1. Limit the permitted uses of the Property, the density and intensity of use (including but not limited to floor area ratios of buildings), or the maximum height and size of proposed buildings;
2. Impose requirements for reservation or dedication of land for public purposes or requirements for infrastructure, public improvements, or public utilities, other than as provided in the Project Approvals or this Agreement;
3. Impose conditions upon development of the Property other than as permitted by the Project Approvals, the Applicable City Regulations, Changes in the Law (as provided in Section 4.8), and this Agreement;
4. Limit the timing, phasing, or rate of development of the Property;
5. Limit the location of building sites, grading, or other improvements on the Property in a manner that is inconsistent with or substantially more restrictive than the limitations included in the Project Approvals and this Agreement;
6. Limit or control the ability to obtain public utilities, services, or facilities (provided, however, nothing herein shall be deemed to exempt the Project or the Property from any water use rationing requirements that may be imposed on a City-wide basis from time to time in the future or be construed as a reservation of any existing sanitary sewer or potable water capacity);
7. Require the issuance of additional permits or discretionary approvals by City other than those required by Applicable City Regulations, the Project Approvals, and this Agreement;
8. Establish, enact, increase, or impose against the Project or the Property any special taxes or assessments other than those specifically permitted by this Agreement, including Section 5.2;
9. Apply to the Project any New City Laws that are not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites;
10. Impose against the Project any condition or exaction, including and dedication, not specifically authorized by Applicable City Regulations, the Project Approvals or this Agreement;
11. Limit the processing or procuring of applications and approvals of Subsequent Approvals; or
12. Impose against the Project any obligations regarding affordable housing not specifically required by the Commercial Linkage Fee, the Project Approvals, or this Agreement.

C. New City Laws. For purposes of this Article and the Agreement, “**New City Laws**” means and includes any ordinances, resolutions, orders, rules, official policies, standards, specifications, guidelines, or other regulations, which are promulgated or adopted by City (including but not limited to any City Board, Commission, officer or employee) or its or their electorate (through the power of initiative, referendum or otherwise) after the Effective Date.

Section 4.2 Vested Rights of Developer. Developer shall have the vested right to develop the Property and the Project in accordance with and subject to the terms and conditions of this Agreement, the Project Approvals, and the Applicable City Regulations, which shall control the permitted uses, density and intensity of use of the Property, and the maximum height and size of buildings on the Property.

A. New City Laws. Except as otherwise provided in this Agreement, no New City Laws that conflict with the Project Approvals or this Agreement shall apply to the Project or the Property.

Section 4.3 Reservations of City Authority. Notwithstanding any other provision of this Agreement to the contrary, the following City regulations and provisions shall apply to the development of the Project:

A. Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure then applicable in City at the time the development permit application is deemed complete;

B. Pursuant to California Building Code Section 1.1.9, regulations governing construction standards and specifications, including City’s building code, plumbing code, mechanical code, electrical code, fire code, and grading code, and all other uniform construction codes then applicable in City at the time a permit application is submitted;

C. New City Laws applicable to the Property or Project at the time the permit application is deemed complete, which do not conflict with the Project Approvals, any other provision of this Agreement, or Developers’ vested rights under Section 4.2, provided that such New City Laws are uniformly applied on a Citywide basis to all substantially similar types of development projects;

D. New City Laws which may be in conflict with the Project Approvals or this Agreement but which are necessary to protect persons or property from dangerous or hazardous conditions that create a threat to the public health or safety or create a physical risk, provided that such New City Laws are uniformly applied on a Citywide basis.

Section 4.4 Regulation by Other Public Agencies. Developers acknowledge and agree that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. Developers shall, at the time required by Developers in accordance with Developers’ construction schedule, apply for all such other permits and approvals as may be lawfully required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. Developers

shall also pay all lawfully required fees when due to such public agencies. Developers acknowledge that City does not control the amount of any such fees. City shall reasonably cooperate with Developers in Developers' effort to obtain such permits and approvals; provided, however, City shall have no obligation to incur any costs, without compensation or reimbursement by Developers, or to amend any policy, regulation, or ordinance of City in connection therewith.

Section 4.5 Life of Project Approvals; Vesting Tentative Subdivision Map ("VTM") Conflicts. The term of any and all Project Approvals shall automatically be extended for the longer of the Term of this Agreement or the term otherwise applicable to such Project Approvals. The Parties acknowledge that the Developers have received a VTM for the Project that vests certain rights under the Subdivision Map Act. The Parties agree that in the event of any conflict between the provisions of this Agreement and the VTM, this Agreement shall control. If this Agreement expires or is earlier terminated in accordance with its terms, the VTM shall remain in effect for its remaining life, if any, in accordance with the Subdivision Map Act. The Parties' agreements in the foregoing sentence shall survive the expiration or earlier termination of this Agreement.

Section 4.6 Initiatives. If any New City Laws are enacted or imposed by a citizen-sponsored initiative or referendum, which New City Laws would conflict with the Project Approvals or this Agreement or reduce the development rights or assurances provided by this Agreement, such New City Laws shall not apply to the Property or Project; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. Without limiting the generality of the foregoing, no moratorium or other limitation (whether relating to the rate, timing, phasing or sequencing of development) affecting subdivision maps, use permits, building permits, or other entitlements to use that are approved or to be approved, issued, or granted by City shall apply to the Property or Project. Developers agree and understand that City does not have authority or jurisdiction over any other public agency's ability to grant governmental approvals or permits or to impose a moratorium or other limitation that may affect the Project. City shall reasonably cooperate with Developers and, at Developers' expense, shall undertake such actions as may be necessary to ensure that this Agreement remains in full force and effect. City shall not support, adopt, or enact any New City Law, or take any other action which would violate the express provisions or spirit and intent of this Agreement; provided, however, that City may submit to a vote of the electorate initiatives and referendums required by Applicable City Regulations to be placed on a ballot and fulfill any legal responsibility to defend a ballot measure passed by its voters.

Section 4.7 Timing of Development. Developers shall have the vested right to develop the Project in such order, at such rate, and at such times as each Developer deems appropriate in the exercise of its business judgment. In particular, and not in any limitation of any of the foregoing, the Parties note that the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider, and expressly provide for, the timing of development resulted in a later adopted initiative restricting the timing of development. It is the desire of the Parties hereto to avoid that result. Notwithstanding the adoption of an initiative after the Effective Date by City's electorate to the contrary, the Parties acknowledge that, except as otherwise provided for in this Agreement, each Developer shall have the vested right to develop its components of the Project in such order and at such rate and at such times as each Developer deems appropriate in the exercise of its business judgment.

Section 4.8 Changes in the Law. As provided in Section 65869.5 of the Development Agreement Law, this Agreement shall not preclude the applicability to the Project of changes in laws, regulations, plans, or policies, to the extent that such changes are specifically mandated and required by changes in State or Federal laws or by changes in laws, regulations, plans, or policies of special districts or other governmental entities, other than City, created or operating pursuant to the laws of the State of California (“**Changes in the Law**”). In the event Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, the Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in the Law. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended, but only to the minimum extent necessary to comply with such Changes in the Law. In such event, this Agreement together with any required modifications shall continue in full force and effect. In the event that the Changes in the Law operate to frustrate irremediably and materially the vesting of development rights to the Project as set forth in this Agreement, Developers may terminate this Agreement by Notice to City. Nothing in this Agreement shall preclude Developers from contesting by any available means (including administrative or judicial proceedings) such Changes in the Law or their applicability to the Project and, in the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect unless the Parties mutually agree otherwise.

Section 4.9 Conditions of Subsequent Approvals. No conditions imposed on Subsequent Approvals (defined in Section 9.1) shall require dedications or reservations for, or construction or funding of, public infrastructure or public improvements beyond those included in the Project Approvals, except as required or expressly permitted by this Agreement.

Section 4.10 Sets of Project Approvals. Prior to the Effective Date, the Parties shall have prepared two sets of the Project Approvals, one set for City and one set for Developers, to which shall be added from time to time any Subsequent Approvals, so that if it becomes necessary in the future to refer to any of the Project Approvals, there will be a common set available to the Parties. Failure to include any rule, regulation, policy, standard, or specification in the sets of Project Approvals as described in this Agreement shall not affect the applicability of such rule, regulation, policy, standard, or specification.

ARTICLE 5. FEES, TAXES, AND ASSESSMENTS

Section 5.1 Developer Impact Fees.

A. Definition of Impact Fees. For purposes of this Agreement, “**Impact Fees**” shall mean the monetary fees and impositions, other than taxes and assessments, charged by City in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of a development project or the development of the public facilities and services related to a development project, including but not limited to the Commercial Linkage Fee, Public Facilities Impact Fee, and any other City “fee” as that term is defined by Government Code Section 66000(b). For purposes of this Agreement, “**New Impact Fees**” means those Impact Fees adopted by City after the Effective Date of this Agreement.

B. Payment of Impact Fees. For the period commencing on the Effective Date and continuing until expiration of the Initial Term, Developer shall pay when due all Impact Fees applicable to the Project in accordance with this Agreement in effect as of the Effective Date at the rates in effect as of the Effective Date. The City shall not charge and Developers shall not be subject to any New Impact Fee(s), except as otherwise set forth in this Agreement.

1. Phase 1 Impact Fees. Developers must pay at least 50% of Impact Fees due for the first Phase prior to issuance of any building permit for vertical construction of the Building in the first Phase. Developers may defer the remaining 50% of Impact Fees due for the first Phase to issuance of certificate of occupancy for the Building in the first Phase.

2. Impact Fees for Subsequent Phases. Impact Fees due for the second and third Phases must be paid prior to issuance of the first building permit(s) for vertical construction of the Building in each of those Phases.

C. Impact Fees Due in Extended Term(s). Subject to the Impact Fee payment timing requirements described in B.1 and B.2 above, if the term of this Agreement is extended pursuant to Section 3.2.B, during the Extended Term(s), Developers must pay Impact Fees at rates in effect on the date that the extension is recorded, except that if an Impact Fee does not have an escalator, the fee must be increased using Consumer Price Index (“CPI”). During the Extended Term(s), Developers must also pay any New Impact Fees in effect at the rate in effect on the date that the extension is recorded.

D. Exhibit G. The Impact Fees itemized on Exhibit G represent the Parties’ good faith effort to identify the Impact Fees applicable to the Project, including the applicable escalators as set forth in the City’s Impact Fee resolutions or, where applicable, the CPI. City and Developers agree to amend and restate Exhibit G, as necessary, in the event one or more Impact Fees have been inadvertently omitted or miscalculated or if any escalation provisions have been inadvertently misstated.

E. No Credits. Developers shall not be entitled to any credits toward Impact Fees due on account of the Public Benefits provided by Developers under this Agreement.

F. Connection Fees. For purposes of this Agreement, “**Connection Fees**” means those fees charged by the City or by a utility provider to utility users as a cost for connection to water, sanitary sewer, and other applicable utilities. Subject to Developers’ right to protest and/or pursue a challenge in law or equity to any new or increased Connection Fees, Developers shall pay Connection Fees assessed by utility providers and other agencies assessing such fees at the rates in effect from time to time.

G. Processing Fees. For purposes of this Agreement, “**Processing Fees**” means all fees charged on a City-wide basis as part of the City’s Master Fee Schedule to cover the cost of City processing of development project applications, including any required supplemental or other further environmental review, plan checking (time and materials) and inspection and monitoring for land use approvals, design review, grading and building permits, General Plan maintenance fees, and other permits and entitlements required to implement the

Project, which fees are in effect at the time those permits, approvals, or entitlements are applied for, and which fees are intended to cover the City's actual costs of processing the foregoing. Subject to Developers' right to protest and/or pursue a challenge in law or equity to any new or increased Processing Fees, City may charge and Developers agree to pay all Processing Fees which are in effect on a City-wide basis at the time Developers apply for permits, approvals, or entitlements.

H. Other Agency Fees. Nothing in this Agreement shall preclude City from collecting fees from Developers that are lawfully imposed by another agency having jurisdiction over the Project, which City is required to collect pursuant to Applicable City Regulations, State or Federal Law ("**Other Agency Fees**").

Section 5.2 Taxes and Assessments. Developers covenant and agree to pay prior to delinquency all existing taxes and assessments and any and all new taxes or assessments that are adopted after the Effective Date and which conform to the terms of this Agreement, including this Section 5.2. As of the Agreement Date, City is unaware of any pending efforts to initiate, or consider applications for new or increased special taxes or assessments covering the Property, or any portion thereof. City shall retain the ability to initiate or process applications for the formation of new assessment districts or imposition of new taxes covering all or any portion of the Property in accordance with the Applicable City Regulations, but only if such taxes or assessments are adopted by or after Citywide voter approval, or approval by landowners subject to such taxes or assessments, and are imposed on other land and projects of the same category within the jurisdiction of City in a reasonably proportional manner as determined by City, and, as to assessments, only if the impact thereof does not fall disproportionately on the Property as compared to the benefits accruing to the Property as indicated in the engineers report for such assessment district. Nothing herein shall be construed so as to limit Developers from exercising whatever rights they may otherwise have in connection with protesting or otherwise objecting to the imposition of taxes or assessments on the Property. In the event an assessment district is lawfully formed to provide funding for services, improvements, maintenance or facilities which are substantially the same as those services, improvements, maintenance or facilities being funded by the Impact Fees to be paid by Developers under the Project Approvals or this Agreement, then such Impact Fees payable by Developers shall be subject to reduction/credit in an amount equal to Developers' new or increased assessment under the assessment district. Alternatively, the new assessment district shall reduce/credit Developers' new assessments in an amount equal to such Impact Fees to be paid by Developers under the Project Approvals or this Agreement. In calculating any reduction or credit, the Parties shall take into account the timing of payment of the Impact Fee and the new or increased assessment.

Section 5.3 MMRP Fair Share Contributions. As set forth in Section 8.8 below, Developer is required and agrees to comply with all mitigation measures adopted as part of the Project Approvals. One mitigation measure requires Developers' payment of a fair share contribution relating to water supply, as follows:

A. Development Offset Program Contribution. As described in the EIR, the City has determined that there would not be sufficient water supplies during multiple dry years with implementation of the State Water Resources Control Board Bay-Delta Plan Amendment. However, as further described in the EIR, the Project's fair share contribution to the

City's Development Offset Program would ensure the funding of water conservation programs to offset the Project's contribution to the supply shortage (the "**Development Offset Program Fee**"), which is based on a supply shortage of 4.2 million gallons per year in the worst-case multi-year drought scenario due in part to the Project affecting the overall demand. The Development Offset Program Fee shall be calculated prior to issuance of certificate of occupancy for the first Building, and Developers shall pay the Development Offset Program Fee in three installments prior to issuance of certificate of occupancy for each of the three Buildings (the Center Building, the South Building, and the North Building) in amounts proportional to each building's square footage.

ARTICLE 6. ANNUAL REVIEW

Section 6.1 Periodic Review.

A. Purpose. As required by California Government Code Section 65865.1, City and Developers shall review this Agreement and all actions taken pursuant to the terms of this Agreement with respect to the development of the Project every 12 months following the Effective Date to determine good faith compliance with this Agreement. Each annual review shall also document the status of the Project development and any extension of the Initial Term of this Agreement pursuant to Section 3.2.B above. Developers shall have the right to either file a joint report or each Developer may file its own report with respect to the portion of the Project it owns.

B. Conduct of Annual Review. The annual review shall be conducted as provided in this Section 6.1. By December 1st of each year following the Effective Date, Developers shall provide documentation of its good faith compliance with this Agreement during the year by submitting a completed Annual Review Form in the form provided in Exhibit H ("**Annual Review Form**") and such other information as may reasonably be requested by the Community Development Director. The Community Development Director shall give notice to the Developers at least ten (10) days in advance of the time that the compliance determination will be considered by the City Council, and the City Council shall make the compliance determination consistent with the procedure in Burlingame Municipal Code Section 25.104.130. In the event that the City Council determines Developers are not in good faith compliance with the terms and conditions of this Agreement, the City Council shall allow an opportunity to cure as described in Section 11.1. If Developers fail to perform the action or covenant required by this Agreement within the applicable cure period, the City Council may exercise its right to modify or terminate this Agreement by following the procedure in Burlingame Municipal Code Section 25.140.140 or take any other actions allowed by this Agreement and by law.

C. Failure to Conduct Annual Review. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Developers have or assert any defense to such enforcement by reason of any such failure to conduct an annual review. However, if the annual review is not submitted by Developer or Developers and City does not provide notice of such failure within thirty (30) days after it was due, such failure shall not be the basis for a Default.

ARTICLE 7. MORTGAGEE PROTECTION

Section 7.1 Mortgagee Protection. This Agreement shall not prevent or limit any Developer in any manner, at such Developer's sole discretion and without the City's consent, from encumbering the Property or any portion thereof or any improvement thereon by (i) any mortgage, deed of trust, or other security device securing financing with respect to the Property, or (ii) any pledge of direct or indirect interests in Developer securing financing with respect to the Property ("**Mortgage**"). This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording the Agreement, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of a Mortgagee (as that term is defined below) who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. The term **Mortgagee** means (i) any person or entity who are beneficiaries under a mortgage encumbering the Property, or a portion thereof or any improvement thereon, (ii) any person or entity who is the beneficiary under a pledge of direct or indirect interests in Developer, and/or (iii) any designee of the foregoing.

Section 7.2. Mortgagee Not Obligated. Notwithstanding the terms of this Article 7., no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of the Project, or any portion thereof, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any use except in full compliance with the Project Approvals and this Agreement nor to construct any improvements thereon or institute any uses other than those uses and improvements provided for or authorized by the Project Approvals and this Agreement.

Section 7.3 Notice of Default to Mortgagee; Right to Cure. With respect to any Mortgage granted by any Developer as provided herein, then so long as any such Mortgage shall remain unsatisfied, the following provisions shall apply:

A. City, upon serving Developers any Notice of Default (as defined in Section 11.1), shall also serve a copy of such Notice upon the Mortgagee for such Developer then in Default at the address provided to City, and no Notice by City to Developers hereunder shall affect any rights of a Mortgagee or any Mezzanine Lender unless and until a copy thereof has been so served on such Mortgagee or Mezzanine Lender, as applicable; provided, however, that failure so to deliver any such Notice shall in no way affect the validity of the Notice sent to Developers as between Developers and City.

B. In the event of a Default (as defined in Section 11.1) by any Developer, any Mortgagee or Mezzanine Lender shall have the right to cure, or cause to be cured, such Default within sixty (60) days following the later to occur of (1) the date of Mortgagee's or Mezzanine Lender's receipt of the Notice referred to in Section 7.3.A above, or (2) the expiration of the period provided herein for such Developer to cure such Default, and City shall accept such performance by or at the insistence of the Mortgagee or Mezzanine Lender, as applicable, as if the same had been timely made by such Developer; provided, however, that (1) if such Default is not capable of being cured within the timeframes set forth in this Section 7.3.B and Mortgagee or

Mezzanine Lender commences to cure the Default within such timeframes, then Mortgagee or Mezzanine Lender shall have such additional time as is required to cure the Default so long as Mortgagee or Mezzanine Lender diligently prosecutes the cure to completion and (2) if possession of the Property (or portion thereof) is required to effectuate such cure, the Mortgagee or Mezzanine Lender shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within ninety (90) days after receipt of the copy of the Notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure with respect to any default that is susceptible of cure, except as otherwise provided in Section 7.2. If a Mortgagee or Mezzanine Lender is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Developer (or direct or indirect equity interests in Developer, as applicable) from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the times specified in Section 7.3.B for commencing or prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition.

C. So long as a Mortgagee or Mezzanine Lender shall be diligently exercising its cure rights under this Agreement, City shall not pursue any remedies against Developers as provided in Article 11 below, including, without limitation, exercising any right to terminate this Agreement.

D. No Mortgagee or Mezzanine Lender shall become liable under this Agreement unless and until such time it becomes, and then only for so long as it remains, the owner of, or has control over, the interest in the Project, and no performance by or on behalf of a Mortgagee or a Mezzanine Lender of a Developer's obligations hereunder shall cause such Mortgagee or Mezzanine Lender to be deemed to be a "mortgagee in possession" unless and until such Mortgagee shall take possession or ownership of the Project or such Mezzanine Lender shall take possession or ownership of a Developer, as applicable.

E. If there is more than one Mortgagee, the rights and obligations afforded by this Article 7 to a Mortgagee shall be exercisable only by the party whose collateral interest in the Project is senior in lien (or has obtained the consent of any Mortgagee whose Mortgage is senior to the Mortgage of such Mortgagee).

F. Any Notice or other communication which City shall desire or is required to give to or serve upon the Mortgagee or Mezzanine Lender shall be in writing and shall be served in the manner set forth in Section 13.5, addressed to the Mortgagee or Mezzanine Lender at the address provided by Mortgagee or Mezzanine Lender, as applicable, to City. Any Notice or other communication which Mortgagee or Mezzanine Lender shall give to or serve upon City shall be deemed to have been duly given or served if sent in the manner and at City's address as set forth in Section 13.5, or at such other address as shall be designated by City by Notice in writing given to the Mortgagee or Mezzanine Lender in like manner.

Section 7.4 No Supersedure. Nothing in this Article 7 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations, if any, under any subdivision or public improvement agreement or other obligation incurred with respect to the Project outside this Agreement.

Section 7.5 Technical Amendments to this Article 7. City agrees to reasonably consider and approve interpretations and/or technical amendments to the provisions of this Agreement or execute instruments that are required by lenders for the acquisition and construction of the improvements on the Property or any refinancing thereof and to otherwise cooperate in good faith, at Developers' expense, to facilitate Developers' negotiations with lenders.

ARTICLE 8. AMENDMENT OF AGREEMENT OR PROJECT APPROVALS

Section 8.1 Amendment of Agreement by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto or their successors-in-interest or assigns. Subject to the requirements of this Article 8, any amendment (whether a Major Amendment or Minor Amendment) that only affects a portion of the Property over which one or more Developers does not have an interest may be effectuated by mutual written consent of the affected Developer or Developers and the City; provided, however, that the other Developer or Developers shall be given written notice of the proposed amendment and its substance at least thirty (30) days prior to its execution. Upon written request of Developer or Developers for an amendment or modification of this Agreement, the City Manager or designee shall determine whether the requested amendment or modification is a Minor Amendment, as defined in Section 8.2, when considered in light of the Project as a whole. For purposes of this Agreement, the City Manager or designee's determination of whether the requested amendment or modification is Minor or Major shall be deemed final and not subject to further appeal.

Section 8.2 Definition of Minor Amendments. For purposes of this Agreement, a "**Minor Amendment**" shall be any change or modification to the Agreement that does not substantially affect the following:

- A. The Term of this Agreement;
- B. The permitted uses of the Property;
- C. Provisions for the reservation or dedication of land;
- D. Conditions, terms, restrictions, or requirements for subsequent discretionary actions;
- E. The density or intensity of use of the Property or the maximum height or size of proposed buildings;
- F. The nature, timing of delivery, or scope of public improvements required by the Project Approvals; or
- G. The amount of any monetary contributions by Developers.

Section 8.3 Minor Amendments to the Agreement. If the City Manager or designee determines that the amendment or modification is a Minor Amendment to the Agreement, as set forth in Section 8.2, the Minor Amendment may be approved by the City Manager or designee in writing and shall not, except to the extent otherwise required by Applicable City Regulations, require notice or public hearing before the Parties may execute the Minor Amendment.

Section 8.4 Major Amendment. Any amendment to this Agreement other than a Minor Amendment shall be deemed a “**Major Amendment**” and shall be subject to approval by the City Council by ordinance following duly noticed public hearings before the Planning Commission and City Council consistent with Government Code Sections 65867, 65867.5 and 65868.

Section 8.5 Requirement for Writing. No modification, Minor or Major Amendment, or other change to this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by duly authorized representatives of the City and any affected Developers or their successors.

Section 8.6 Amendments to Development Agreement Law. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Law as those provisions existed as of the Effective Date of this Agreement. No amendment or addition to those provisions which would materially affect the interpretation or enforceability of this Agreement shall be applicable to this Agreement, unless such amendment or addition is specifically required by the California State Legislature, or is mandated by a court of competent jurisdiction. In the event of the application of such Changes in the Law, the Parties shall meet in good faith to determine the feasibility of any modification or suspension that may be necessary to comply with such Changes in the Law and to determine the effect such modification or suspension would have on the purposes and intent of this Agreement. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended, but only to the minimum extent necessary to comply with such Changes in the Law. If such Change in the Law is permissive (as opposed to mandatory), this Agreement shall not be affected by same unless the Parties mutually agree in writing to amend this Agreement to permit such applicability. Developers and/or City shall have the right to challenge any Changes in the Law preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

Section 8.7 Amendments to Project Approvals.

A. Generally. Project Approvals (not including amendments to this Agreement, as set forth above in Sections 8.3 through 8.5) may be amended or modified from time to time, but only at the written request of one or more Developers or with the written consent of one or more Developers, at their sole discretion. Any amendment that only affects a portion of the Property over which one or more Developers does not have an interest may be effectuated by mutual written consent of the affected Developer or Developers and the City; provided, however, that the other Developer or Developers shall be given written notice of the proposed amendment and its substance at least thirty (30) days prior to its execution. Amendments to the Project Approvals shall be governed by the Project Approvals and by the Applicable City Regulations. City shall not request, process, or consent to any amendment to the Project Approvals that would affect the Property or the Project without Developers’ prior written consent. Once approved by City, all amendments shall automatically become part of the Project Approvals, as described in Recital K of this Agreement, and vested under this Agreement.

B. Administrative Amendments of Project Approvals. Upon the request of a Developer or Developers for an amendment or modification of any Project Approvals (except for this Agreement the amendment process for which is set forth in Section 8.3 through

8.5), the City Manager or his or her designee shall determine: (a) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (b) whether the requested amendment or modification substantially conforms with the material terms of this Agreement and the Applicable City Regulations and may be processed administratively. If the City Manager or his or her designee finds that the requested amendment or modification is both minor and substantially conforms with the material terms of this Agreement and the Applicable City Regulations, the amendment or modification shall be determined to be an “**Administrative Project Amendment**,” and the City Manager or his or her designee may approve the Administrative Project Amendment, without public notice or a public hearing. Any request of a Developer or Developers for an amendment or modification to a Project Approval that is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable City Regulations and this Agreement.

Section 8.8 Amendments and CEQA/Mitigation Measures. The City has prepared and certified the EIR for the Project, which evaluates the environmental effects of full development, operation and use of the Project, and has imposed all feasible mitigation measures, including the requirement to pay the fair share contributions set forth in Section 5.3 above, to reduce the significant environmental effects of the Project. The Parties understand that the EIR is intended to be used not only in connection with the Project Approvals, but also, to the extent legally permitted, in connection with amendments to the Project Approvals. However, the Parties acknowledge that certain amendments may legally require additional analysis under CEQA. For example, a change in the Project Approvals could require additional analysis under CEQA if the triggering conditions identified in CEQA Guidelines Section 15162 are met. In the event supplemental or additional CEQA review is required for an amendment, City shall conduct such supplemental or additional CEQA review to the scope of analysis mandated by CEQA in light of the scope of City’s discretion to be exercised in connection with the amendments. Developers acknowledge that, if the City determines based upon supplemental or additional CEQA review that the amendments to the Project Approvals will result in new significant effects or substantially increase the severity of effects that were identified in the EIR, City may require additional feasible mitigation measures necessary to mitigate such impacts, provided however (except as otherwise expressly provided herein) such additional mitigation measures shall not prevent development of the Project for the uses set forth in the original Project Approvals. Developers shall comply with the mitigation measures in the MMRP, which reflect the mutually agreed-upon timing of specified improvements and Developers’ pro rata share of funding, where applicable. In the event further mitigation measures are identified by such additional environmental review, City may require, and Developers shall comply with, all feasible mitigation measures necessary to substantially lessen new or substantially more severe significant environmental impacts of the Project Approvals, which were not foreseen at the time of preparation of the EIR or execution of this Agreement. For the avoidance of any doubt, should such CEQA review of any proposed amendment to the Project Approvals result in a finding that certain mitigation measures in the MMRP are no longer called for or required due to the scope of the amendment, the MMRP may be modified to amend, or even eliminate, certain mitigation measures that are no longer required as originally contemplated.

ARTICLE 9. SUBSEQUENT APPROVALS AND IMPLEMENTATION

Section 9.1 Subsequent Approvals. Certain subsequent land use approvals, entitlements, and permits other than the Project Approvals, will be necessary or desirable for

implementation of the Project (“**Subsequent Approvals**”). The Subsequent Approvals may include, without limitation, the following: major sign program approval, grading permits, building permits, tree removal permits, sewer and water connection permits, certificates of occupancy, lot line adjustments, site plans, development plans, land use plans, building plans and specifications, parcel maps and/or subdivision maps, design review, demolition permits, improvement agreements, encroachment permits, temporary special event permits, and any amendments to, or repealing of, any of the foregoing.

Section 9.2 Scope of Review of Subsequent Approvals. City shall not use its authority in considering any application for a Subsequent Approval to change the policy decisions reflected in the Project Approvals and this Agreement. Instead, the scope of review of applications for Subsequent Approvals shall be limited to review of substantial conformity with the Project Approvals, Applicable City Regulations, and compliance with CEQA. City shall not impose conditions or exactions on Subsequent Approvals that exceed the requirements of, or are otherwise inconsistent with, the Project Approvals, except as expressly permitted by this Agreement or otherwise required by Applicable City Regulations. At such time as any Subsequent Approval applicable to the Property is approved by City, then such Subsequent Approval shall become subject to all the terms and conditions of this Agreement applicable to Project Approvals and shall be incorporated therein and treated as part of the “Project Approvals” as defined in Recital K in this Agreement.

Section 9.3 Processing Applications for Subsequent Approvals.

A. Developers acknowledge that City cannot begin processing applications for Subsequent Approvals until applications are submitted by one or more Developers. Developers shall use diligent good faith efforts to provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder, and cause Developers’ planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other materials required under the Applicable City Regulations. It is the express intent of Developers and City to cooperate and diligently work to obtain any and all Subsequent Approvals.

B. Upon submission by Developers of all appropriate applications and Processing Fees for any pending Subsequent Approval, City shall, to the full extent allowed by the Applicable City Regulations, promptly and diligently, subject to City ordinances, policies and procedures regarding hiring and contracting, commence and complete all steps necessary to act on Developers’ currently pending Subsequent Approval applications including:

1. Upon the written request of the Developers, providing at Developers’ sole cost and expense and subject to City’s ability to obtain such services, additional staff and/or staff consultants for planning and processing of each pending Subsequent Approval application (Developers shall pay such costs at cost plus 10% for administrative costs incurred);

2. If legally required, providing notice and holding public hearings;
and,

3. Acting on any such pending Subsequent Approval application.

C. Any subsequent discretionary action or discretionary approval initiated by Developers that is not otherwise permitted by or contemplated in the Project Approvals or this Agreement or which changes the uses, intensity, density, or building height or decreases the lot area, setbacks, parking, or other entitlements permitted on the Property, except for the amendments contemplated in Section 8.7, shall be subject to the rules, regulations, ordinances, and official policies of the City then in effect at the time of application and City reserves full and complete discretion with respect to any findings to be made in connection therewith.

Section 9.4 Other Agency Subsequent Approvals; Authority of City. Other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies on the Project (“**Other Agency Subsequent Approvals**”). Nevertheless, City shall be bound by, and shall abide by, its covenants and obligations under this Agreement in all respects when dealing with any such agency regarding the Property. City shall cooperate with Developers, at Developers’ expense, to the extent appropriate and as permitted by the Applicable City Regulations, in Developers’ efforts to obtain, as may be required the Other Agency Subsequent Approvals. In order to assist with City’s cooperation efforts, Developers shall provide City notice of the submittal of any application for an Other Agency Subsequent Approval within ten (10) business days of such submittal and, upon request, shall promptly provide a copy of any such application to City. Nothing in this Section 9.4 shall relieve Developers of their obligation to comply with the Project Approvals, notwithstanding any conflict between the Other Agency Subsequent Approvals and the Project Approvals.

Section 9.5 Cooperation in the Event of Legal Challenge.

A. The filing of any third party lawsuit(s) against City or Developers relating to the Project Approvals, this Agreement, or construction of the Project shall not delay or stop the development, processing, or construction of the Project or approval of any Subsequent Approvals, unless the third party obtains a court order preventing the activity. City shall not stipulate to or cooperate in the issuance of any such order.

B. City and Developers shall cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of the Project Approvals or this Agreement (“**Litigation Challenge**”), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. For the purposes of cost-efficiency and coordination, the Parties shall first consider defending the Litigation Challenge jointly, with counsel and under terms of joint representation mutually acceptable to the City and Developers (each in its sole discretion), at the Developers’ sole cost and expense. If the Parties cannot reach timely and mutual agreement on a joint counsel, and Developers continue to elect (in their sole discretion) to defend against the Litigation Challenge, then:

1. Developers shall take the lead role defending such Litigation Challenge and may, in their sole discretion, elect to be represented by the legal counsel of their choice;

2. City may, in its sole discretion, elect to be separately represented by the legal counsel of its choice, with the reasonable costs of such representation to be paid by Developers;

3. Developers shall reimburse City, within thirty (30) days following City's written demand therefor, which may be made from time to time during the course of such Litigation Challenge, all reasonable costs and expenses incurred by City in connection with the Litigation Challenge, including City's reasonable administrative, legal, and court costs, and City Attorney oversight expenses, including the retention of outside counsel; and,

4. Developers shall indemnify, defend, and hold harmless City Parties from and against any damages, attorneys' fees, or cost awards, including attorneys' fees awarded under Code of Civil Procedure Section 1021.5, assessed or awarded against City by way of judgment, settlement, or stipulation.

C. Upon request by Developers, City may enter into a joint defense agreement in a form reasonably acceptable to the City Attorney to facilitate the sharing of materials and strategies related to the defense of such Litigation Challenge without waiver of attorney client privilege. Any proposed settlement of a Litigation Challenge by a Party shall be subject to the approval of the other Party, such approval not to be unreasonably withheld, conditioned, or delayed. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement or any Project Approvals, the settlement shall not become effective unless such amendment or modification is approved by City in accordance with Applicable City Regulations, and City reserves its full legislative discretion with respect thereto. If Developers opt not to contest or defend such Litigation Challenge, City shall have no obligation to do so, but shall have the right to do so at its own expense.

Section 9.6 Revision to Project. In the event of a court order issued as a result of a successful Litigation Challenge, City shall, to the extent permitted by law or court order, in good faith seek to comply with the court order in such a manner as will maintain the integrity of the Project Approvals, and in order to avoid or minimize to the greatest extent possible any impact to the development of the Project as provided for in, and contemplated by, the Project Approvals and this Agreement, or any conflict with the Project Approvals or this Agreement or frustration of the intent or purpose of the Project Approvals or this Agreement.

Section 9.7 State, Federal or Case Law. Where any state, federal, or case law allows City to exercise any discretion or take any act with respect to that law, City shall, in an expeditious and timely manner, at the earliest possible time, exercise its discretion in such a way as to be consistent with, and carry out the terms of, this Agreement and take such other actions as may be necessary to carry out in good faith the terms of this Agreement.

Section 9.8 Defense of Agreement. City, at Developers' expense, shall take all actions that are necessary or advisable to uphold the validity and enforceability of this Agreement. If this Agreement is adjudicated or determined to be invalid or unenforceable, City agrees, subject to all legal requirements, to consider modifications to this Agreement to render it valid and enforceable to the extent permitted by the Applicable City Regulations and State or Federal law.

ARTICLE 10. ASSIGNMENT, TRANSFER AND NOTICE

Section 10.1 Transfers and Assignments. Developers shall not sell, assign, or transfer (“**Transfer**”) in whole or in part any of their respective their rights, duties, and obligations under this Agreement, except for Developer Permitted Transfers as defined below, without the prior written consent of City, which consent will not be unreasonably withheld, conditioned or delayed. City may refuse to give consent to a proposed Transfer only if, in light of the proposed transferee’s reputation, experience with similar projects, and/or financial resources, such transferee would not, in City’s reasonable opinion, be able to perform the duties and obligations proposed to be assumed by such transferee and, if applicable, transferee’s team (i.e., those hired by contract), and such determinations will be made by the City Council. Transfers subsequent to the Notice of Completion for any and all Buildings and/or Parking Structures that are included in the Transfer shall not require City consent. In no event shall the rights, duties, and obligations conferred or imposed upon Developers pursuant to this Agreement be at any time so transferred except through a Transfer of the Property and all such Transfers shall be made in accordance with the requirements of this Section 10.1. In the event of a Transfer of a portion of the Property, each Developer shall have the right to Transfer its rights, duties, and obligations under this Agreement that are applicable to the transferred portion, and retain all rights, duties, and obligations applicable to the retained portions of the Property.

A. Any Transfer made under this Section 10.1 shall be done only upon consent of the City and only after City has been afforded time to diligently review the proposed transferee within thirty (30) days after receiving notification of the proposed Transfer pursuant to Section 10.1.B. Upon Developers’ request, City, at Developers’ expense, shall reasonably cooperate with Developers or any Developer and any proposed transferee to allocate rights, duties, and obligations under the Project Approvals and this Agreement between the transferred Property and the retained Property.

B. Developer or Developers shall notify City in writing of any proposed Transfer at least thirty (30) days prior to completing such Transfer. At least twenty-one (21) days prior to the effective date of the Transfer, Developer or Developers shall deliver to City a draft of the proposed written assignment and assumption agreement in which the transferee expressly agrees to assume the rights and obligations under this Agreement relating to the portion of the Property being transferred. The assignment and assumption agreement shall be in substantially the form attached hereto as Exhibit I. The assignment and assumption agreement shall address in detail whether and how each obligation and right set forth in this Agreement and in the Project Approvals shall be divided, allocated, or otherwise assigned, in whole or in part, among transferor and transferee. No later than ten (10) business days after the date the Transfer becomes effective, Developers shall deliver to City a conformed copy of the fully executed and recorded assignment and assumption agreement.

C. In the event there is more than one Transfer under this Section 10.1, the provisions of Article 10 shall apply to each successive transferee.

D. Notwithstanding any other provision of this Agreement to the contrary, each of following transfers are permitted and shall not require City consent under this Section 10 (each a “**Developer Permitted Transfer**”):

1. Any providing of the Property, or portion thereof or interest therein, as collateral for financing purposes to secure the funds necessary for construction and/or permanent financing of the Project and any transfer resulting from the exercise of rights under any such financing;
2. An assignment of this Agreement to an affiliate of any Developer, including any transfer among the Developers, where the term “**affiliate**” means an entity or person that directly or indirectly controls, is controlled by or is under common control with, a Developer, and the term “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of voting securities, by contract, or otherwise;
3. Dedications and grants of easements and rights of way required in accordance with the Project Approvals;
4. Transfers of common areas to a property owners association;
5. Transfers by a Mortgagee following acquisition of the Property by foreclosure or deed in lieu of foreclosure; or
6. Any leasing activity.

Section 10.2 Release upon Transfer. Upon the Transfer of any Developer’s rights and interests under this Agreement pursuant to this Article 10, such Developer shall automatically be released from its obligations and liabilities under this Agreement with respect to that portion of the Property transferred, and any subsequent default or breach with respect to the transferred rights and/or obligations shall not constitute a default or breach with respect to the retained rights and/or obligations under this Agreement, provided that such Developer has provided to City written Notice of such Transfer, and the transferee executes and delivers to City a written agreement in accordance with Section 10.1 above. Upon any Transfer of any portion of the Property and the express assumption of Developer’s obligations under this Agreement by such transferee, City agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such transferee. A default by any transferee shall only affect that portion of the Property owned by such transferee and shall not cancel or diminish in any way Developers’ rights hereunder with respect to any portion of the Property not owned by such transferee. The transferor and the transferee shall each be solely responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferor/transferee, and any amendment to this Agreement between City and a transferor or a transferee shall only affect the portion of the Property owned by such transferor or transferee. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 13.4 below, nor shall such failure negate, modify, or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

ARTICLE 11. DEFAULT; REMEDIES; TERMINATION

Section 11.1 Breach and Default. Subject to extensions of time under Section 3.2.B or by mutual consent in writing, failure by a Party to perform any material action or covenant required by this Agreement (not including any failure by Developers to perform any term or provision of any other Project Approval) within thirty (30) days following receipt of written Notice from the other Party specifying the failure shall constitute a “**Default**” under this Agreement; provided, however, that if the failure to perform cannot be reasonably cured within such thirty (30) day period, a Party shall be allowed additional time as is reasonably necessary to cure the failure so long as such Party commences to cure the failure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion. Any Notice of Default given hereunder shall specify in detail the nature of the failures in performance that the noticing Party claims constitutes the Default, all facts constituting evidence of such failure, and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Agreement. The waiver by either Party of any Default under this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement, including the right to terminate this Agreement as set forth in Section 11.2 below. The provisions of this Article 11 shall be subject to the qualification that if the failure or default relates only to a single Developer, and not all Developers together or the entire Project or the entire Property, then the procedures and remedies described in this Agreement shall apply only to the defaulting Developer and shall not apply to the non-defaulting Developer or its portion of the Property or Project. Notwithstanding anything to the contrary contained in this Agreement, each Developer’s liability hereunder shall be severable and not joint, and each Developer shall have liability hereunder with respect to any portion of the Property owned by it and only in connection with matters arising during the term of such Developer’s ownership of such portion of the Property.

A. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in Default for the following:

1. Termination of this Agreement;
2. Institution of legal proceedings with respect thereto; or
3. Issuance of any approval with respect to the Project.

Section 11.2 Termination. In the event of a Default by a Party, the non-defaulting Party shall have the right to initiate legal proceedings pursuant to Section 11.3 and/or terminate this Agreement upon giving Notice of Intent to Terminate pursuant to Government Code Section 65868. Following Notice of Intent to Terminate, the matter shall be scheduled for consideration and review in the manner set forth in Government Code Section 65867 and Section 6.1.B above. Following consideration of the evidence presented in said review before the City Council, a Party alleging Default by another Party may give written Notice of termination of this Agreement to the other Party. Termination of this Agreement shall be subject to the provisions of Section 11.7 below. In the event that this Agreement is terminated pursuant to this Section 11.2 and the validity of such termination is challenged in a legal proceeding that results in a final decision that such

termination was improper, then this Agreement shall immediately be reinstated as though it had never been terminated.

Section 11.3 Legal Actions.

A. Institution of Legal Actions. In addition to any other rights or remedies, a Party may institute legal action to cure, correct, or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation thereof, or to obtain any other remedies consistent with the terms of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. The exclusive venue for any disputes or legal actions shall be the Superior Court of California in and for the County of San Mateo, except for actions that include claims in which the Federal District Court for the Northern District of the State of California has original jurisdiction, in which case the Northern District of the State of California shall be the proper venue.

B. Acceptance of Service of Process. In the event that any legal action is commenced by Developers against City, service of process on City shall be made by personal service upon the City Clerk of City or in such other manner as may be provided by law. In the event that any legal action is commenced by City against a Developer or Developers, service of process on Developers shall be made by personal service upon each such Developer's registered agent for service of process, or in such other manner as may be provided by law.

Section 11.4 Rights and Remedies Are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party, except as otherwise expressly provided herein.

Section 11.5 No Damages. In no event shall a Party, or its boards, commissions, members, officers, agents, or employees, be liable in damages for any Default under this Agreement, it being expressly understood and agreed that the sole legal remedy available to a Party for a breach or violation of this Agreement by another Party shall be an action in mandamus, specific performance, or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall not preclude actions by City to enforce payments of monies or the performance of obligations requiring an obligation of money from any Developer under the terms of this Agreement including, but not limited to, obligations to pay attorneys' fees and obligations to advance monies or pay funds under Article 2 (Public Benefits). In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

Section 11.6 Resolution of Disputes. With regard to any dispute involving the Project, the resolution of which is not provided for by this Agreement or Applicable City Regulations, a Party shall, at the request of another Party, meet with designated representatives of the requesting Party promptly following its request. The Parties to any such meetings shall attempt in good faith to resolve any such disputes. Nothing in this Section 11.6 shall in any way be interpreted as requiring that Developers and City reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developers unless expressly agreed to in writing by the Parties to such meetings.

Section 11.7 Surviving Provisions. In the event this Agreement expires or is terminated, neither Party shall have any further rights or obligations hereunder, except for those obligations set forth in Section 9.5 (Cooperation in the Event of Legal Challenge), or expressly set forth herein as surviving the termination of this Agreement. The termination or expiration of this Agreement shall not affect the validity of the Project Approvals. In the event litigation is timely instituted, and a final judgment is obtained, which invalidates in its entirety this Agreement, neither Party shall have any obligations whatsoever under this Agreement, except for those obligations which by their terms survive termination hereof.

Section 11.8 California Claims Act. Compliance with the procedures set forth in this Article 11 shall be deemed full compliance with the requirements of the California Claims Act (Government Code Section 900 et seq.) including, but not limited to, the Notice of an event of Default hereunder constituting full compliance with the requirements of Government Code Section 910.

ARTICLE 12. INSURANCE AND INDEMNITY

Section 12.1 Insurance Requirements. In connection with development of the Project, Developers shall procure and maintain, or cause its contractor(s) to procure and maintain a commercial general liability policy in an amount not less than Five Million Dollars (\$5,000,000) combined single limit, including contractual liability together with a comprehensive automobile liability policy in the amount of Two Million Dollars (\$2,000,000), combined single limit. Such policy or policies shall be written on an occurrence form, so long as such form of policy is then commonly available in the commercial insurance marketplace. Developers' insurance shall be placed with insurers with a current A.M. Best's rating of no less than A-:VII or a rating otherwise approved by the City in its sole discretion. Developers shall furnish at City's request appropriate certificate(s) of insurance evidencing the insurance coverage required by Developers hereunder, and City Parties shall be named as additional insured parties under the policies required hereunder. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination (ten (10) days advance notice in the case of cancellation for nonpayment of premiums) where the insurance carrier provides such notice to the Developers. Coverage provided hereunder by Developers shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City. Developers understand that City may change these insurance requirements upon, and as a condition of, approval of an Extended Term.

Section 12.2 Indemnification. Each Developer shall defend (with counsel reasonably acceptable to City), indemnify, assume all responsibility for, and hold harmless City, its elected officials, executives, directors, agents, employees, volunteers, and other representatives (“**City Parties**”), from and against, any and all claims, demands, damages, liabilities, lawsuits, losses, expenses, and obligations, including interest, penalties, attorneys’ fees and costs, and all amounts paid in the investigation, defense, or settlement of the foregoing (“**Claims**”) arising directly or indirectly from the work to construct the Project, including the design, development, and construction thereof and including the design, development, and construction of any improvements requiring any City-sponsored or City-requested approvals from the California Department of Transportation in connection with the Project, whether such Claims shall accrue or be discovered before or after expiration or termination of this Agreement. Developers’ indemnity obligations under this Section 12.2 shall not extend to claims occasioned by the negligence or willful misconduct of City Parties. Each Developer’s liability hereunder shall be severable and not joint, and each Developer shall have liability hereunder with respect to any portion of the Property owned by it and only in connection with matters arising during the term of such Developer’s ownership of such portion of the Property. The provisions of this Section 12.2 shall survive for ten (10) years after substantial completion of any improvement, where the term “**substantial completion**” has the meaning set out in California Code of Civil Procedures section 337.15.

ARTICLE 13. MISCELLANEOUS PROVISIONS

Section 13.1 Incorporation of Recitals, Exhibits, and Introductory Paragraph. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and the Exhibits attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

Section 13.2 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

Section 13.3 Construction. Each reference herein to this Agreement or any of the Project Approvals (including any amendments or Subsequent Approvals) shall be deemed to refer to the Agreement and the Project Approvals as they may be amended from time to time in accordance with this Agreement, whether or not the particular reference refers to such possible amendment. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement. This Agreement has been reviewed and revised by legal counsel for City and Developers, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. Unless the context clearly requires otherwise, 1) the plural and singular numbers shall each be deemed to include the other; 2) the masculine, feminine, and neuter genders shall each be deemed to include the others; 3) “shall,” “will,” or “agrees” are mandatory, and “may” is permissive; 4) “or” is not exclusive; 5) “include,” “includes” and “including” are not limiting and shall be construed as if followed by the words “without limitation;” and 6) “days” means calendar days unless specifically provided otherwise.

Section 13.4 Covenants Running with the Land. Except as otherwise more specifically provided in this Agreement, this Agreement and all of its provisions, rights, powers, standards, terms, covenants, and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the Property, or any interest therein, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code Section 65868.5.

Section 13.5 Notices. Any notice or communication required hereunder between City and Developers (“**Notice**”) must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. Courtesy notice may be given by email but shall not constitute Notice under this Agreement. If personally delivered, a Notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such Notice shall be deemed to have been given and received on the first to occur of (A) actual receipt by any of the addressees designated below as the Party to whom Notices are to be sent, or (B) five (5) days after a registered or certified letter containing such Notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a Notice shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written Notice to the other Parties hereto, designate any other address in substitution of the address to which such Notice shall be given. Such Notices shall be given to the Parties at their addresses set forth below:

To City: City of Burlingame
501 Primrose Road
Burlingame, CA 94010
Attn: City Manager

With a copy to: City Attorney’s Office
501 Primrose Road
Burlingame, CA 94010
Attn: City Attorney

and:

To Developers: DW I, DW II, DW II A, DW II B, and DW III
c/o Divco West
301 Howard Street, Suite 2100
San Francisco, CA 94105
Attn: General Counsel

With a copy to: DW I, DW II, DW II A, DW II B, and DW III
c/o Divco West Real Estate Asset Management
301 Howard Street, Suite 2100
San Francisco, CA 94105
Attn: Development Manager and Asset Manager
(two separate notices)

Section 13.6. Counterparts and Exhibits; Entire Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original. This Agreement, together with the Project Approvals and attached Exhibits, constitutes the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter hereof.

Section 13.7 Recordation of Agreement. Pursuant to California Government Code Section 65868.5, no later than ten (10) days after City and Developers enter into this Agreement, the City Clerk shall record this Agreement in the Official Records of the County of San Mateo. Thereafter, if this Agreement is terminated, modified, or amended, the City Clerk shall record notice of such action in the Official Records of the County of San Mateo.

Section 13.8 No Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties hereto that:

- A. The subject development is a private development;
- B. City has no interest or responsibilities for, or duty to, third parties concerning any public improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals;
- C. Developers shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developers under the Project Approvals, this Agreement, the Subsequent Approvals, and Applicable City Regulations; and
- D. City and Developers hereby renounce the existence of any form of agency relationship, joint venture, or partnership between City and Developers and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developers.

Section 13.9 Waivers. Notwithstanding any other provision in this Agreement, any failures or delays by any Party in asserting any of its rights and remedies under this Agreement shall not operate as a waiver of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies. A Party may specifically and expressly waive in writing any condition or breach of this Agreement by the other Party, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other

provision. Consent by one Party to any act by the other Party shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future.

Section 13.10 City Approvals and Actions. Whenever reference is made herein to an action or approval to be undertaken by City, the City Manager or their designee is authorized to act on behalf of City, unless specifically provided otherwise or the context requires otherwise.

Section 13.11 Estoppel Certificates. A Party may, at any time during the Term of this Agreement, and from time to time, deliver written Notice to another Party requesting such Party to certify in writing that, to the best of knowledge of the certifying Party, the following: 1) this Agreement is in full force and effect and a binding obligation of the Parties; 2) this Agreement has not been amended or modified either orally or in writing, or if amended, identifying the amendments; 3) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults; 4) if the responding Party is the City, confirmation that as of the last periodic review of the Project as described in Section 6.1, that the Developer Party is in good faith compliance with the terms of this Agreement or that the Developer Party was not in good faith compliance with the terms of this Agreement at the time of review; and, 5) any other information reasonably requested. The requesting Party shall be responsible for all reasonable costs incurred by the Party from whom such certification is requested and shall reimburse such costs within thirty (30) days of receiving the certifying Party's request for reimbursement. The Party receiving a request hereunder shall execute and return such certificate within twenty (20) days following the receipt thereof. The failure of either Party to provide the requested certificate within such twenty (20) day period shall constitute a confirmation that this Agreement is in full force and effect and no modification or default exists. The City Manager shall have the right to execute any certificate requested by Developers hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

Section 13.12 No Third Party Beneficiaries. City and Developers hereby renounce the existence of any third party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

Section 13.13 Further Actions and Instruments. Each Party to this Agreement shall cooperate with and provide reasonable assistance to the other Parties and take all actions necessary to ensure that the Parties receive the benefits of this Agreement, subject to satisfaction of the conditions of this Agreement. Upon the request of any Party, the other Parties shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

Section 13.14 Limitation on Liability. In no event shall any partner, officer, director, member, shareholder, employee, manager, representative, or agent of Developers or any manager or member of Developers be personally liable for any breach of this Agreement by any Developer, or for any amount which may become due to City under the terms of this Agreement; or any elected or appointed official, member, officer, agent, or employee of City be personally liable for any breach of this Agreement by City or for any amount which may become due to Developers under the terms of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developers and City as of the day and year first above written.

CITY:

CITY OF BURLINGAME, a municipal corporation

By:

Lisa Goldman, City Manager
[signature must be notarized]

APPROVED AS TO FORM:

By:

Michael Guina, City Attorney

ATTEST:

By:

Meaghan Hassel-Shearer, City Clerk

DEVELOPERS:

DW BURLINGAME I OWNER, LLC, a Delaware limited liability company

By:

[signature must be notarized]

DW BURLINGAME II OWNER, LLC, a
Delaware limited liability company

By: _____

[signature must be notarized]

DW BURLINGAME II OWNER A, LLC, a
Delaware limited liability company

By: _____

[signature must be notarized]

DW BURLINGAME II OWNER B, LLC, a
Delaware limited liability company

By: _____

[signature must be notarized]

DW BURLINGAME III OWNER, LLC, a
Delaware limited liability company

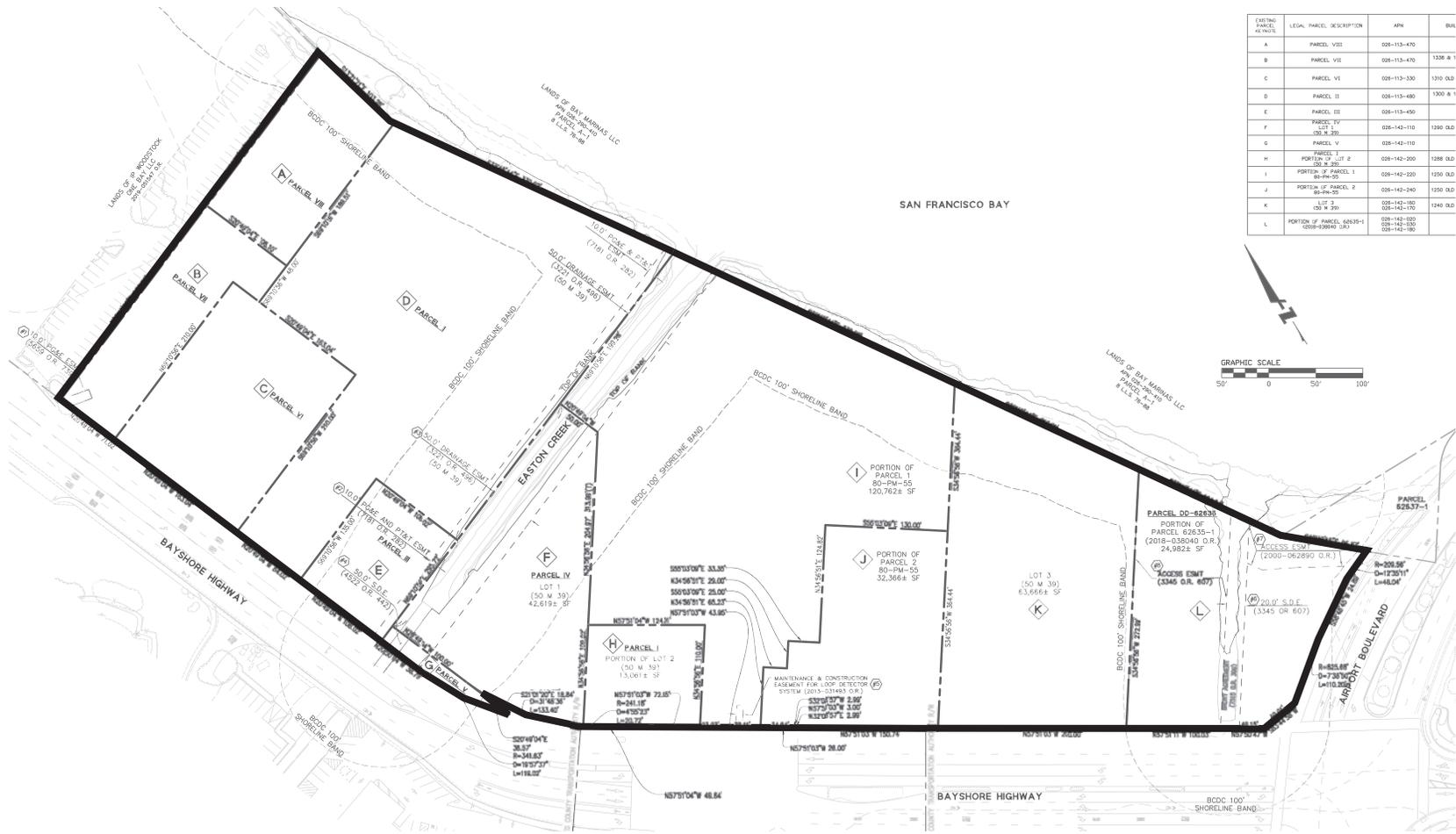
By: _____

[signature must be notarized]

EXHIBIT A

Property Map

Exhibit A



EXISTING PARCEL NUMBER	LEGAL PARCEL DESCRIPTION	APN	BUIL
A	PARCEL VIII	008-113-470	1338 & 1
B	PARCEL VII	008-113-470	1338 & 1
C	PARCEL VI	008-113-530	1310 OLD
D	PARCEL II	008-113-480	1300 & 1
E	PARCEL III	008-113-490	
F	PARCEL IV	008-142-110	1290 OLD
G	PARCEL V	008-142-110	
H	PARCEL I	008-142-000	1288 OLD
I	PORTION OF PARCEL 1	008-142-000	1288 OLD
J	PORTION OF PARCEL 2	008-142-040	1288 OLD
K	LOT 3	008-142-040	1288 OLD
L	PORTION OF PARCEL 62635-1	008-142-000	1288 OLD

Property Map

EXHIBIT B

Legal Description of Property
Records

EXHIBIT B

LEGAL DESCRIPTION

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

TRACT A:

Being all of Parcel 62635-1 described in the Grant Deed to the San Mateo County Transportation Authority, recorded May 16, 2018 under Recorder's Series Number 2018-038040 CONF, Official Records of said County, together with a portion of Parcel 62636-1 described in the Quitclaim Deed to the San Mateo County Transportation Authority, a Public Agency, recorded October 23, 2013 under Recorder's Series Number 2013-149170, Official Records of said County, more particularly described as follows:

PARCEL DD-62635

BEGINNING at the most Westerly corner of said Parcel 62635-1; thence along the Northwesterly line of last said Parcel and the Northeasterly lines of said Parcels the following three (3) courses,

1. North 34°56'59" East 272.94 feet,
2. South 32°48'23" East 164.63 feet (at 129.50 feet lies the most Easterly corner of said Parcel 62635-1),
3. South 48°40'12" East 95.86 feet; thence departing said Northeasterly line,
4. Southwesterly, along the arc of a non-tangent curve to the left, concave to the Southeast, the center of which bears South 18°36'01" East 209.55 feet, through a central angle of 12°35'11", an arc distance of 46.03 feet; thence,
5. South 58°48'48" West 24.89 feet; thence
6. Southwesterly, along the arc of a curve to the left, concave to the Southeast, having a radius of 825.62 feet, through a central angle of 07°38'50", an arc distance of 110.19 feet to a point of cusp; thence,
7. South 83°45'48" West 40.84 feet to a point on the Southwesterly line of said Parcel 62636-1; thence along the Southwesterly lines of said Parcels,
8. North 57°51'05" West 146.21 feet (at 26.17 feet lies the most Southerly corner of said Parcel 62635-1) to the POINT OF BEGINNING.

Containing 46,181 square feet (1.060 acres), more or less.

APN: 026-142-020, 026-142-180 and 026-142-030

TRACT B:

LOT 3, AS SHOWN ON THAT CERTAIN MAP ENTITLED "BEARINT INDUSTRIAL PARK BURLINGAME, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON MARCH 11, 1959 IN BOOK 50 OF MAPS AT PAGE(S) 39.

APN: 026-142-160 and 026-142-170

TRACT C:

PARCEL 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP 12-01 BEING A RESUBDIVISION OF LOT 4 AS SHOWN ON THAT CERTAIN MAP ENTITLED 'BEARINT INDUSTRIAL PARK, BURLINGAME, SAN MATEO COUNTY, CALIFORNIA' FILED MARCH 11, 1959 IN VOLUME 50 OF MAPS AT PAGE 39, SAN MATEO COUNTY RECORDS, CITY OF BURLINGAME, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON DECEMBER 21, 2012 IN BOOK 80 OF PARCEL MAPS AT PAGES 55 AND 56.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF AS GRANTED TO SAN MATEO COUNTY TRANSPORTATION AUTHORITY, A PUBLIC AGENCY BY GRANT DEED DATED FEBRUARY 13, 2013 AND RECORDED FEBRUARY 27, 2013 AS INSTRUMENT NO. 2013-031492 SAN MATEO COUNTY RECORDS.

APN: 026-142-240

TRACT D:

Parcel ONE:

Parcel 1 of Parcel Map 12-01, filed December 21, 2012 in the office of the Recorder of San Mateo County in Volume 80 of Parcels Maps, at Pages 55 and 56.

Excepting therefrom all those portions conveyed to San Mateo County Transportation Authority, a Public Agency by Grant Deed recorded February 27, 2013, as Instrument No. 2013-31492, of Official Records.

APN: 026-142-220

Parcel Two:

A reciprocal, non-exclusive easement for the purposes of (i) maintenance, repair and replacement of all existing utility lines in, on, over, under, across and through the areas where such lines currently exist and (ii) fire apparatus access and vehicular and pedestrian ingress, egress, access in, on, over, under, across and through the currently paved driving areas lying within Parcel 2 of Parcel Map 12-01, filed December 21, 2012 in the Office of the Recorder of San Mateo County in Volume 80 of Parcel Maps, at Pages 55 and 56, pursuant to that certain Reciprocal Easement

Agreement by and between Terrapin 1250 Bayshore Property Owner, LLC, a Delaware limited liability company, and Max Acquisition, LLC, a California limited liability company, recorded November 5, 2015 as Document No. 2015-117144.

Parcel Three:

A reciprocal, non-exclusive easement for the purposes of vehicular parking in parking areas lying within Parcel 2 of Parcel Maps 12-01, filed December 21, 2012 in the Office of the Recorder of San Mateo County in Volume 80 of Parcel Maps, at Pages 55 and 56, pursuant to that certain Reciprocal Easement Agreement by and between Terrapin 1250 Bayshore Property Owner, LLC, a Delaware limited liability company, and Max Acquisition, LLC, a California limited liability company, recorded November 5, 2015 as Document No. 2015-117144.

Parcel Four:

An easement to use, maintain and repair the monument signage lying within Parcel 2 of Parcel Map 12-01, filed December 21, 2012 in the Office of the Recorder of San Mateo County in Volume 80 of Parcels Maps, at Pages 55 and 56, pursuant to that certain Reciprocal Easement Agreement by and between Terrapin 1250 Bayshore Property Owner, LLC, a Delaware limited liability company, and Max Acquisition, LLC, a California limited liability company, recorded November 5, 2015 as Document No. 2015-117144.

Parcel Five:

A non-exclusive easement to access, use, inspect, maintain, repair and replace the existing sewer, water, electrical gas and other utilities serving Parcel 1 which are currently lying within Parcel 2 of Parcel Map 12-01, filed December 21, 2012 in the Office of the Recorder of San Mateo County in Volume 80 of Parcels Maps, at Pages 55 and 56, pursuant to that certain Reciprocal Easement Agreement by and between Terrapin 1250 Bayshore Investors, LLC, a Delaware limited liability company, and Max Acquisition, LLC, a California limited liability company, recorded November 5, 2015 as Document No. 2015-117144.

TRACT E:

PARCEL I:

LOT 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED "BEARINT INDUSTRIAL PARK, BURLINGAME, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON MARCH 11, 1959 IN BOOK 50 OF MAPS, AT PAGE 39.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE GRANT DEED TO SAN MATEO TRANSPORTATION AUTHORITY, A PUBLIC AGENCY RECORDED NOVEMBER 12, 2013, INSTRUMENT NO. 2013-155819, SAN MATEO COUNTY RECORDS.

JPN: 026-014-142-07A

APN: 026-142-200

PARCEL II:

BEGINNING AT A POINT WHICH IS ON THE NORTHWESTERLY BOUNDARY LINE OF LOT 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "BEARINT INDUSTRIAL PARK, BURLINGAME, 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 11, 1959, IN BOOK 50 OF MAPS, AT PAGE 39, SAID POINT OF BEGINNING BEING NORTH 67° 58' 20" EAST 114.50 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID BEARINT INDUSTRIAL PARK NORTH 67° 58' 20" EAST 380.50 FEET TO THE MOST NORTHERLY CORNER OF LOT 4 OF SAID BEARINT INDUSTRIAL PARK, AND ALSO BEING THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN BOUNDARY AGREEMENT BETWEEN WESTBAY COMMUNITY ASSOCIATION, A GENERAL PARTNERSHIP, AND ANZA SHAREHOLDERS LIQUIDATION TRUST, RECORDED JULY 25, 1977, IN BOOK 7554 OF OFFICIAL RECORDS, AT PAGE 129 (FILE NO. 51992-AL); THENCE ALONG SAID LAST MENTIONED LINE, BEING THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID LOT 4, NORTH 32° 48' 16" (THE NORTHEASTERLY LINE OF SAID LOT 4 IS SHOWN ON SAID MAP AS NORTH 34° 00' 40" WEST), 330.90 FEET; THENCE SOUTH 67° 58' 20" WEST 237.51 FEET; THENCE SOUTH 22° 01' 40" EAST 128.00 FEET; THENCE SOUTH 67° 58' 20" WEST 210.00 FEET TO THE EASTERLY LINE OF BAYSHORE HIGHWAY; THENCE ALONG SAID EASTERLY LINE OF BAYSHORE HIGHWAY SOUTH 22° 01' 40" EAST 84.00 FEET TO A POINT; THENCE LEAVING SAID EASTERLY LINE OF BAYSHORE HIGHWAY NORTH 67° 58' 20" EAST 135.00 FEET TO A POINT; THENCE SOUTH 22° 01' 40" EAST 108.00 FEET TO THE POINT OF BEGINNING.

JPN: 026-011-113-21A

APN: 026-113-480

PARCEL III:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "BEARINT INDUSTRIAL PARK, BURLINGAME, 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 11, 1959, IN BOOK 50 OF MAPS, AT PAGE 39; SAID POINT OF BEGINNING ALSO BEING ON THE ABANDONED EASTERLY LINE OF BAYSHORE HIGHWAY; THENCE FROM SAID POINT OF BEGINNING, ALSO THE NORTHWESTERLY LINE OF SAID LOT, NORTH 67° 58' 20" EAST, 114.50 FEET TO A POINT; THENCE LEAVING SAID LINE OF LOT 1, NORTH 22° 01' 40" WEST, 108.00 FEET; THENCE SOUTH 67° 58' 20" WEST, 135.00 FEET TO THE EXISTING EASTERLY LINE OF BAYSHORE HIGHWAY; THENCE ALONG SAID EXISTING LINE OF BAYSHORE HIGHWAY, SOUTH 22° 01' 40" EAST, 108.00 FEET TO A POINT; THENCE NORTH 67° 58' 20" EAST, 20.50 FEET TO THE POINT OF BEGINNING.

JPN: 026-11-113-21A; 36A
APN: 026-113-450

PARCEL IV:

LOT 1, AS DESIGNATED ON THAT CERTAIN MAP ENTITLED, "BEARINT INDUSTRIAL PARK, BURLINGAME, 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 11, 1959, IN BOOK 50 OF MAPS, AT PAGE 39.

JPN: PORTION 026-14-142-11A
APN: PORTION 026-142-110

PARCEL V:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "BEARINT INDUSTRIAL PARK, BURLINGAME, SAN MATEO COUNTY, CALIFORNIA," WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON MARCH 11, 1959, IN BOOK 50 OF MAPS, AT PAGE 39; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID LOT 1 SOUTH 22° 01' EAST 100 FEET; THENCE LEAVING SAID LINE SOUTH 22° 01' EAST 36.57 FEET; THENCE SOUTH ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 2637.5 FEET, THROUGH A CENTRAL ANGLE OF 0° 24' 43", A DISTANCE OF 18.96 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 48° 00' 03" EAST FROM THE LAST MENTIONED POINT, SAID CURVE HAVING A RADIUS OF 341.63 FEET AND A CENTRAL ANGLE OF 19° 58' 57", A DISTANCE OF 119.15 FEET; THENCE NORTH 22° 02' WEST 38.79 FEET; THENCE NORTH 67° 59' EAST 20.5 FEET TO THE POINT OF BEGINNING.

JPN: PORTION 026-14-142-11A
APN: PORTION 026-142-110

PARCEL VI:

BEGINNING AT A POINT WHICH IS ON THE NORTHEASTERLY RIGHT OF WAY LINE OF BAYSHORE HIGHWAY, SAID POINT OF BEGINNING BEING SOUTH 67° 58' 20" WEST 20.50 FEET AND NORTH 32° 01' 40" WEST 192.00 FEET FROM THE NORTHWESTERLY CORNER OF LOT 1, AS DESIGNATED ON THE MAP ENTITLED, BEARINT INDUSTRIAL PARK, BURLINGAME, 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 11, 1959, IN BOOK 50 OF MAPS, AT PAGE 39; THENCE FROM SAID POINT OF BEGINNING ALONG THE SAID NORTHEASTERLY LINE OF BAYSHORE HIGHWAY, NORTH 22° 01' 40" WEST 163.00 FEET TO A POINT; THENCE LEAVING SAID NORTHEASTERLY LINE OF BAYSHORE HIGHWAY NORTH 67° 58' 20" EAST 210.00 FEET; THENCE SOUTH 22° 01' 40" EAST

163.00 FEET; THENCE SOUTH 67° 58' 20" WEST 210.00 FEET TO THE POINT OF BEGINNING.

JPN: 026-011-113-33A

APN: 026-113-330

PARCEL VII:

BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF BAYSHORE HIGHWAY, SAID POINT OF BEGINNING BEING SOUTH 67° 58' 20" WEST 20.50 FEET AND NORTH 22° 01' 20" WEST 426.00 FEET FROM THE MOST WESTERLY CORNER OF LOT 1, AS SAID LOT IS DESIGNATED ON THE MAP ENTITLED "BEARINT INDUSTRIAL PARK, BURLINGAME, 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 11, 1959, IN BOOK 50 OF MAPS AT PAGE 39; THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID POINT OF BEGINNING, LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE OF BAYSHORE HIGHWAY NORTH 67° 58' 20" EAST 258.00 FEET; THENCE SOUTH 22° 01' 40" EAST 106.00 FEET; THENCE SOUTH 67° 58' 20" WEST 48.00 FEET; THENCE NORTH 22° 01' 40" WEST 35.00 FEET; THENCE SOUTH 67° 58' 20" WEST 210.00 FEET TO THE SAID NORTHEASTERLY RIGHT OF WAY LINE OF BAYSHORE HIGHWAY; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF BAYSHORE HIGHWAY NORTH 22° 01' 40" WEST 71.00 FEET TO THE POINT OF BEGINNING.

JPN: PORTION 026-11-113-34A; 37

APN: PORTION 026-113-470

PARCEL VIII:

BEGINNING AT A POINT NORTH 67° 58' 20" EAST 237.50 FEET AND NORTH 22° 01' 40" WEST 426.00 FEET FROM THE MOST WESTERLY CORNER OF LOT #1, AS SAID LOT IS DESIGNATED ON THE MAP ENTITLED, "BEARINT INDUSTRIAL PARK, BURLINGAME, 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 11, 1959, IN BOOK 50 OF MAPS AT PAGE 39; THENCE FROM SAID POINT OF BEGINNING NORTH 67° 58' 20" EAST 202.00 FEET; THENCE SOUTH 14° 45' 24" EAST 104.00 FEET; THENCE SOUTH 34° 01' 20" EAST 2.86 FEET; THENCE SOUTH 67° 58' 20" WEST 189.51 FEET; THENCE NORTH 22° 01' 40" WEST 106.00 FEET TO THE POINT OF BEGINNING.

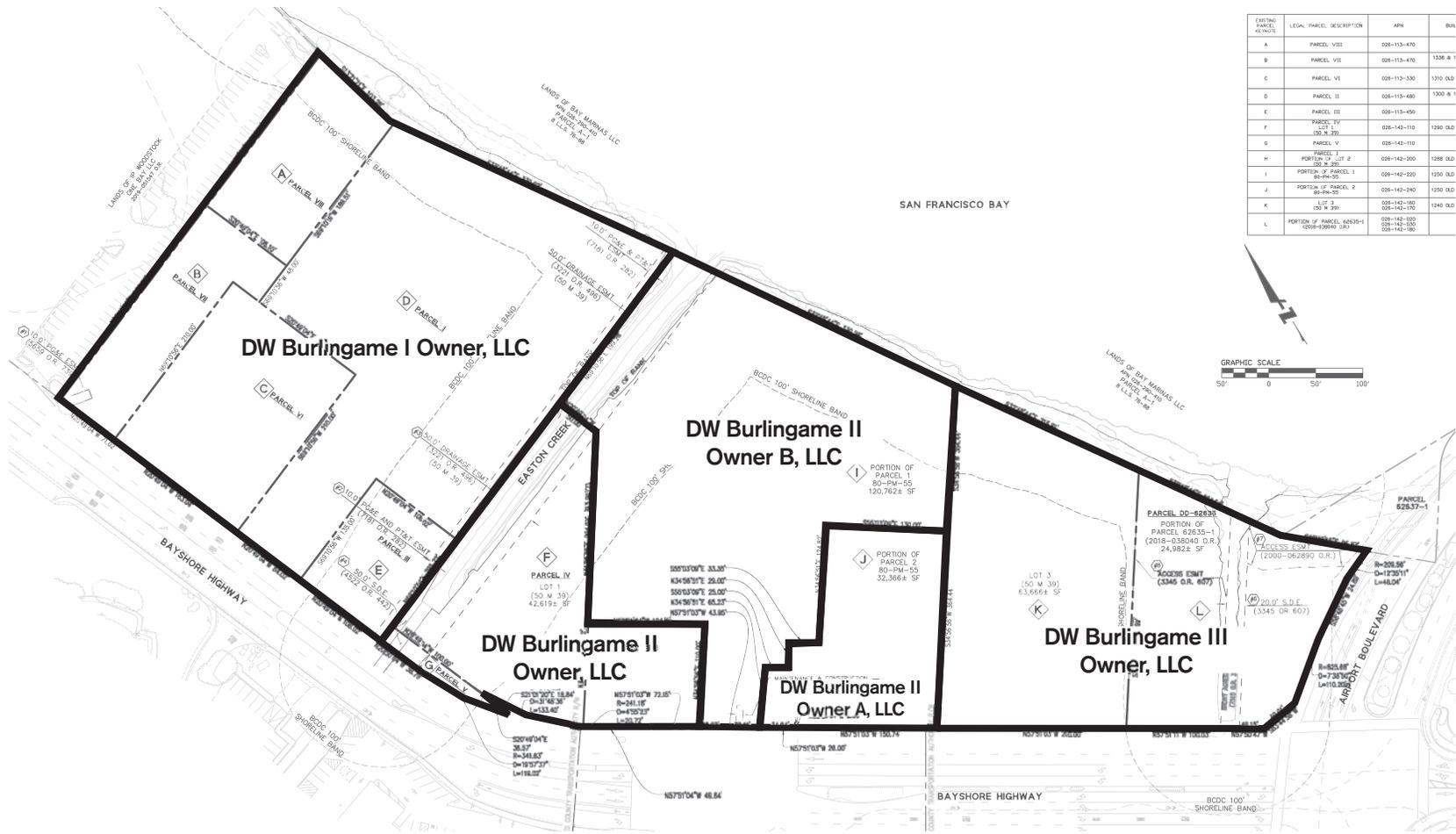
JPN: PORTION 026-11-113-34A; 37

APN: PORTION 026-113-470

EXHIBIT C

Pre-Vesting Tentative Map
Property Ownership

Exhibit C

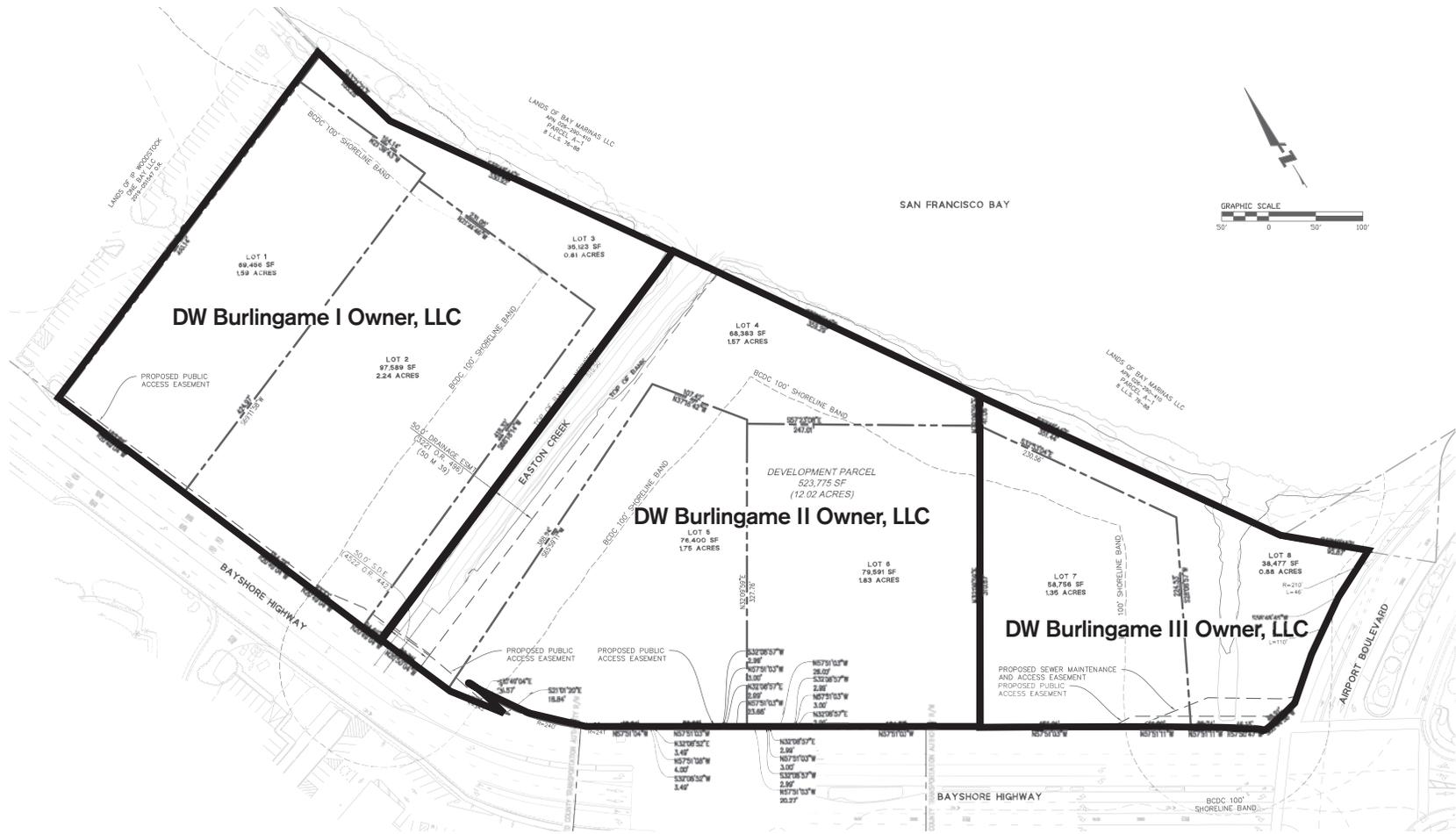


Pre-Vesting Tentative Map Property Ownership

EXHIBIT D

Post-Vesting Tentative Map
Property Ownership

Exhibit D

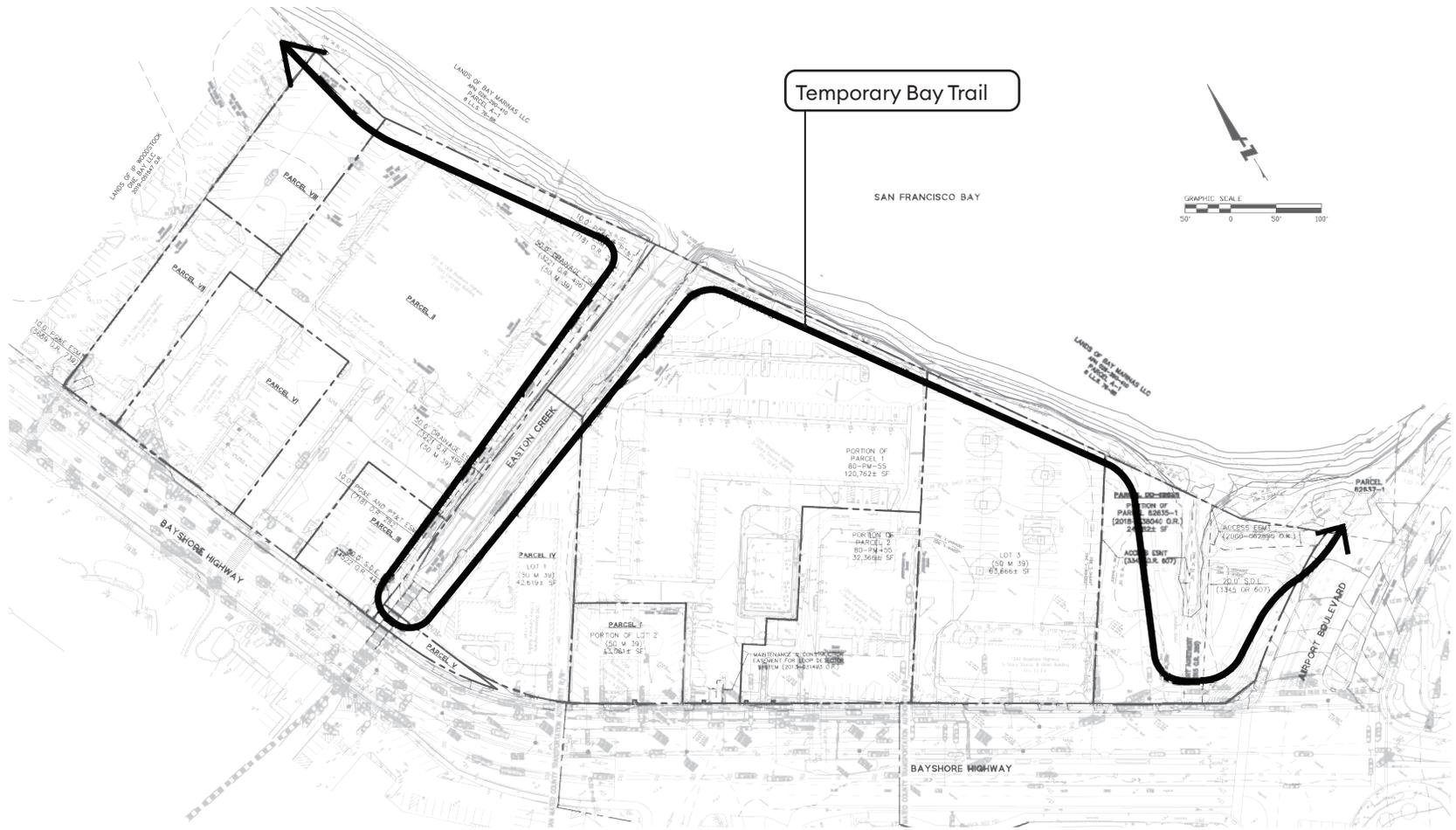


Post-Vesting Tentative Map Property Ownership

EXHIBIT E

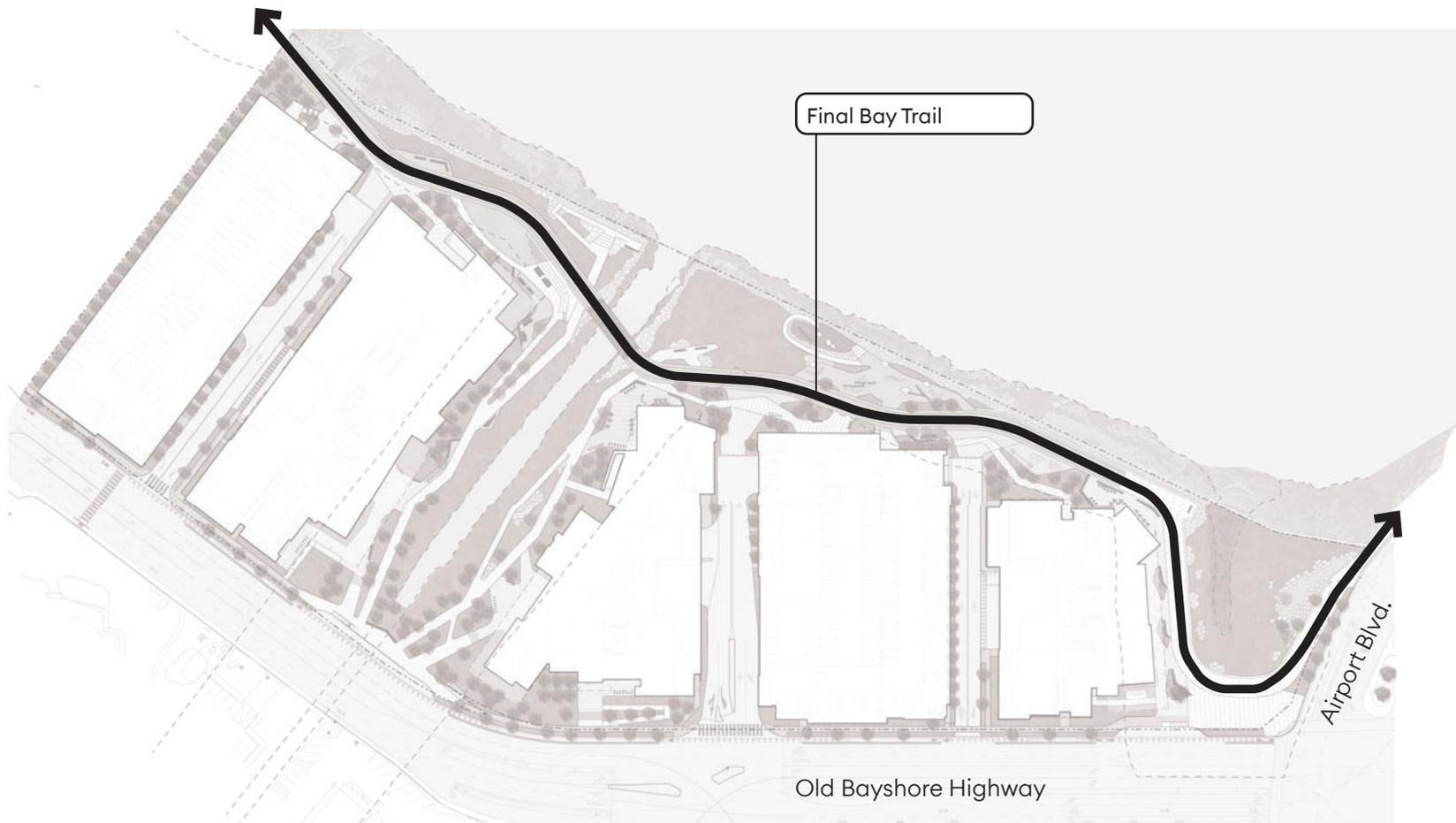
Temporary and Final Bay Trail Improvements

Exhibit E.1



Temporary Bay Trail

Exhibit E.2

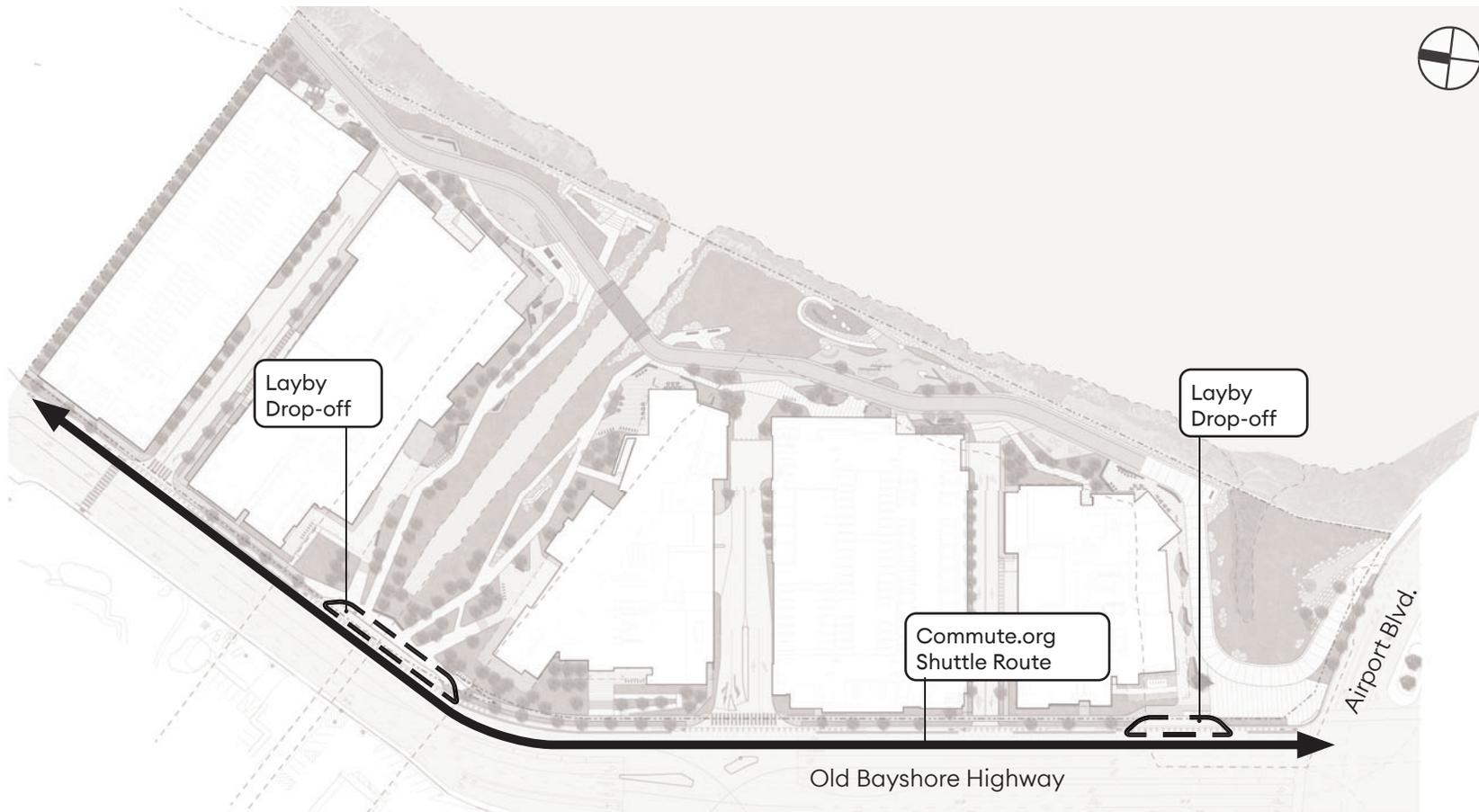


Final Bay Trail

EXHIBIT F

Map of Community Benefits

Exhibit F.1



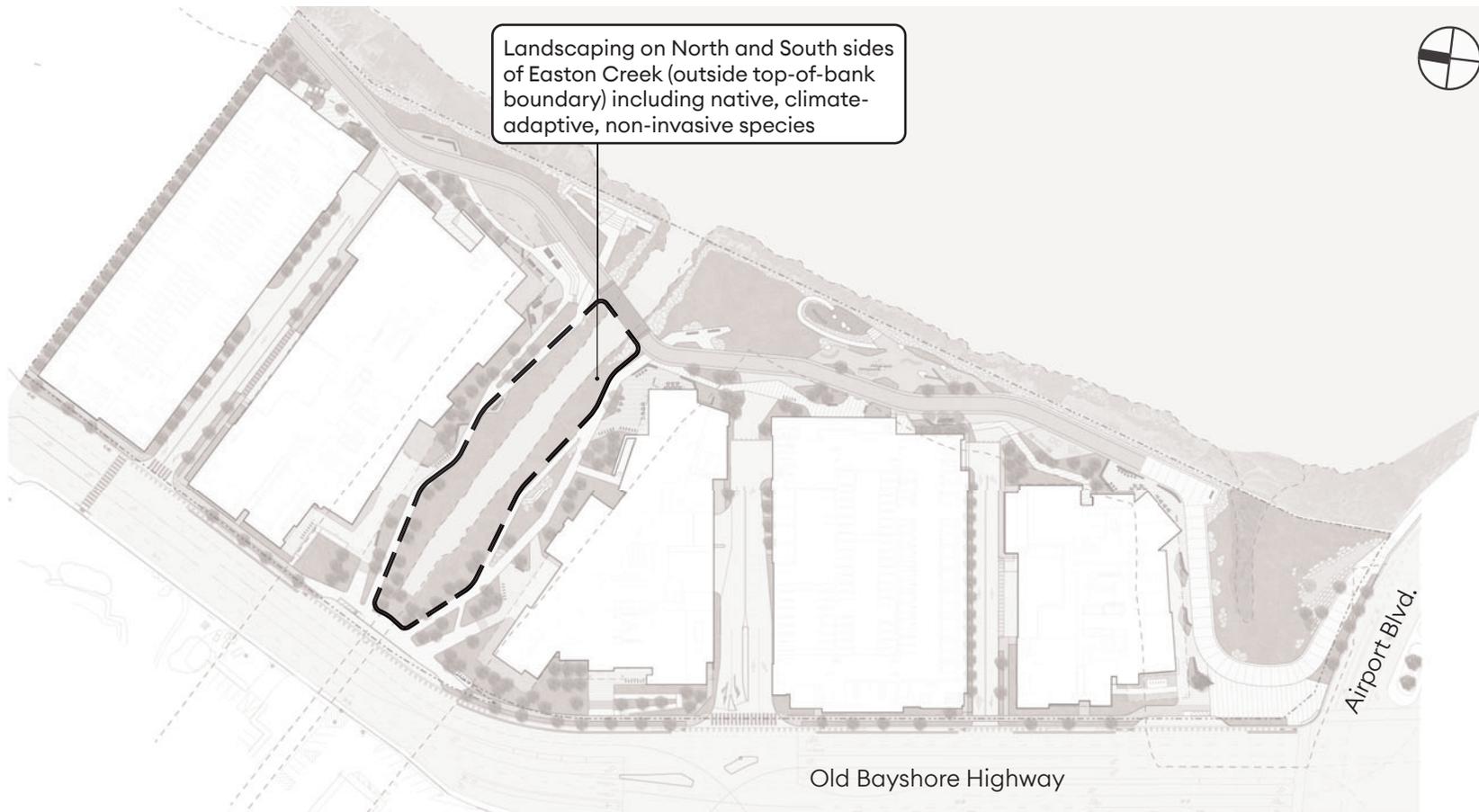
Site plan showing location of 2 layby drop-offs and Commute.org shuttle service route

Exhibit F.2



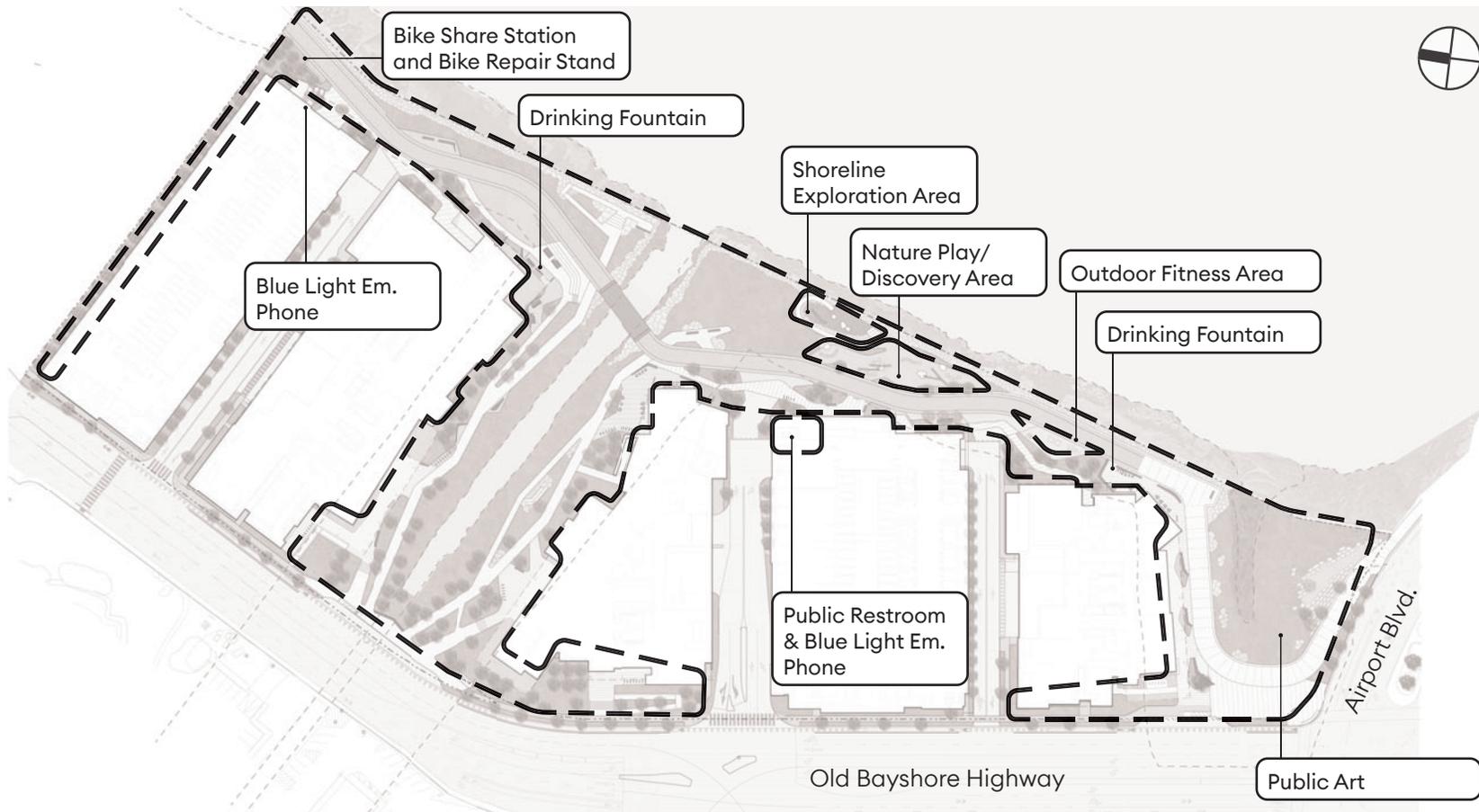
Public Plaza

Exhibit F.3



Easton Creek Landscaping

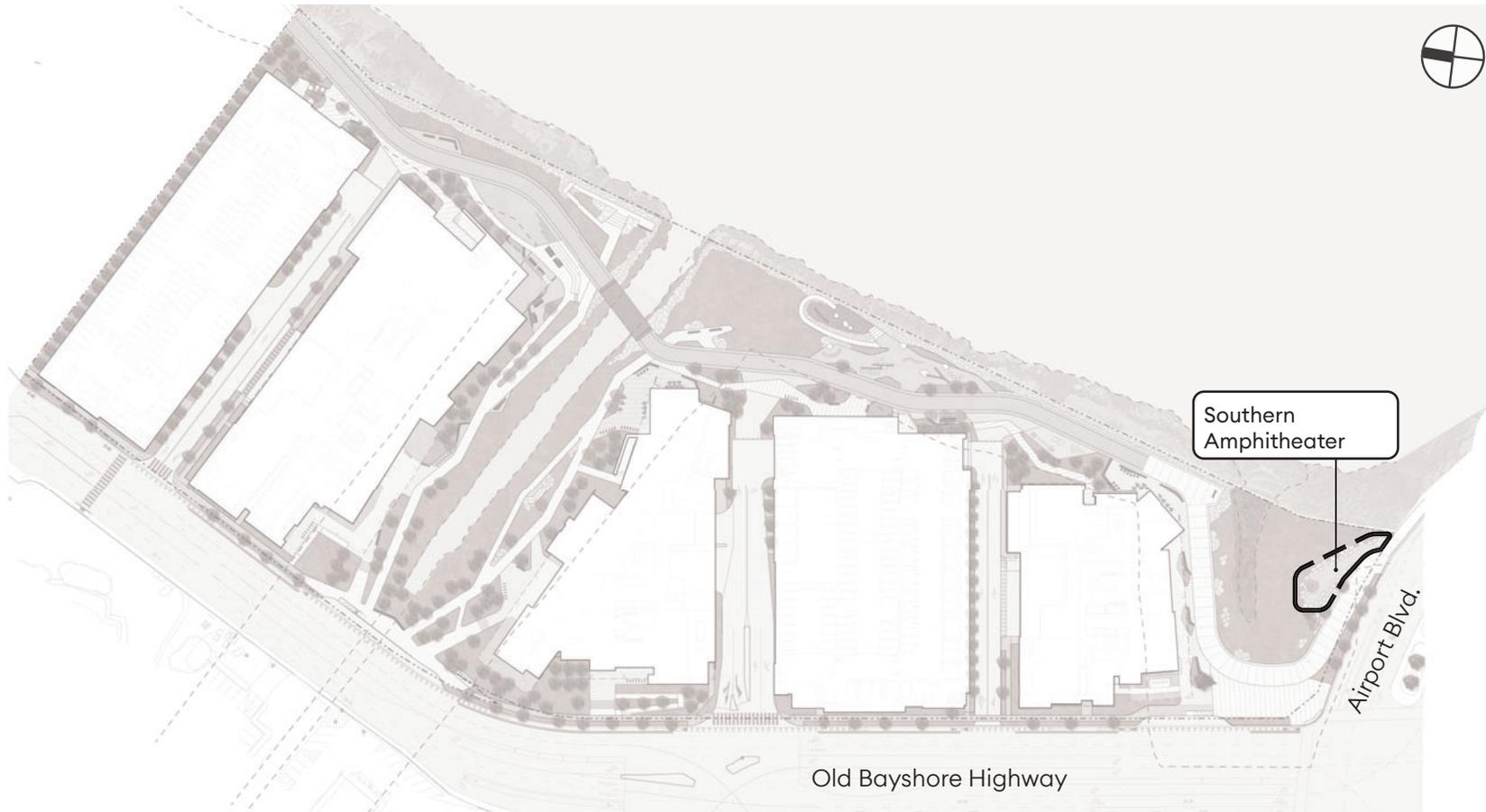
Exhibit F.4



Publicly Accessible Open Space

Public Seating Located throughout the areas outlined above. Exact locations to be determined at the time final development plans are submitted.

Exhibit F.5



Southern Amphitheater

EXHIBIT G

Impact Fees

EXHIBIT G
ESTIMATED IMPACT FEES

<u>PUBLIC FACILITIES IMPACT FEE</u>		
Public Facilities Impact Fee	1,415,000 SF office 5,000 SF retail	\$4,802,455.00
Credit for existing uses	100,049 SF hotel / restaurant /retail 130,835 SF office	\$1,400,588.00
Total Public Facilities Impact Fees:		\$3,401,867.00

<u>COMMERCIAL LINKAGE FEE</u>		
Commercial Linkage Fee	1,415,000 SF office (\$28,300,000.00) 5,000 SF retail (\$25,000.00)	\$28,325,000.00
Credit for existing uses	Retail (\$128,380.00) Hotel (\$743,730.00) Office – 50,000 SF or more (\$2,616,700.00)	\$3,488,810.00
Total Commercial Linkage Fees:		\$24,836,190.00

*Estimates in this Exhibit G are based on approved design and will be finalized at issuance of permits.

EXHIBIT H

Annual Review Form

EXHIBIT H

ANNUAL REVIEW FORM

This Annual Review Form is submitted to the City of Burlingame (“**City**”) by _____ (“**Developer**”) pursuant to the requirements of California Government Code section 65865.1 regarding Developer’s good faith compliance with its obligations under the Development Agreement between the City and Developer dated as of _____, 2022 (“**Development Agreement**”). All terms not otherwise defined herein shall have the meanings assigned to them in the Development Agreement:

Annual Review Period: _____ to _____.

[This Annual Review Form may specify whether applicable Impact Fees, Processing Fees, Connection Fees and/or other fees due and payable have been paid during this annual review period; describe any extension of the Term of the Development Agreement as a result of Force Majeure Delay pursuant to Section 3.2D of the Development Agreement; summarize specific strategies to be followed in the coming year intended to facilitate the processing of permits and/or Project construction; describe whether other applicable Development Agreement obligations were completed during this annual review period; and/or specify whether Developers have assigned the Development Agreement in whole or in part or otherwise conveyed the Property or any portion thereof during this annual review period.]

The undersigned representative confirms that Developer is:

_____ In good faith compliance with its obligations under the Development Agreement for this annual review period.

_____ Not in good faith compliance with its obligations under the Development Agreement for this annual review period, in response to which Developer is taking the actions set forth in the attachment hereto.

IN WITNESS WHEREOF, Developers have executed this Annual Review Form as of this _____ day of _____, 20__.

DEVELOPER:

_____, a

By: _____

Name: _____

Title: _____

EXHIBIT I

Form of Assignment and Assumption

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY OF BURLINGAME
City Hall
501 Primrose Road
Burlingame, CA 94010

Attn: Michael Guina, City Attorney

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM FILING FEES PER GOVERNMENT CODE §27383

DEVELOPMENT AGREEMENT ASSIGNMENT

This Development Agreement Assignment ("**Agreement**") is effective upon recording and dated for reference purposes as of _____, 20__ by and between [INSERT ENTITY OR ENTITIES _____ (the "**Assignor**"), and _____, a _____ ("**Assignee**"). This Agreement is made and entered into at the consent of the City of Burlingame, a California municipal corporation (the "**City**").

RECITALS

- A. In accordance with Government Code section 65864, et seq., the City, acting through the Burlingame City Council, approved a Development Agreement by and between Assignors and the City for the redevelopment of approximately 12 acres of real property located at 1200-1340 Old Bayshore Highway in Burlingame, California known as the Peninsula Crossing ("**Project**"), dated as of _____, 2024, by Ordinance No. _____, adopted by the Burlingame City Council on _____, 2024 (the "**Development Agreement**").
- B. Assignor is the fee owner of that certain real property subject to the Development Agreement described and identified on **Exhibit A** attached hereto (the "**Property**").
- C. The Development Agreement was recorded in the Office of the Recorder for the County of San Mateo on _____, 2024.
- D. The Development Agreement provides that, subject to the terms and conditions contained in Article 10 therein, Developer (here, Assignor) may transfer and assign its rights, duties, and obligations under the Development Agreement to a Transferee (here, Assignee) subject to the written consent of the City. [OMIT THIS RECITAL IF TRANSFER IS A "DEVELOPER PERMITTED TRANSFER"]
- E. Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated as of _____, 20__ (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell or transfer to Assignee, and Assignee has agreed to acquire from Assignor, the Property upon the terms and conditions set forth.

- F. In connection with the purchase and sale of the Property, and pursuant to Article 10 of the Development Agreement, Assignor desires to assign all of its interests, rights, duties, and obligations in and under the Development Agreement applicable to the Property to Assignee and, in consideration thereof, Assignee is willing to assume all of Assignor's interests, rights, duties, and obligations in and under the Development Agreement from Assignor, all of which may be relied upon by the City.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the City, Assignor and Assignee agree, effective on the Close of Escrow under the Purchase Agreement (the "**Effective Date**"), as follows:

1. Assignment of Rights and Responsibilities. Assignor, subject to the terms of Section 10.1 of the Development Agreement[, including without limitation the express written consent of the City releasing Assignor from all of its obligations under the Development Agreement,] [OMIT PRIOR PHRASE IF TRANSFER IS A "DEVELOPER PERMITTED TRANSFER"] hereby sells, transfers, assigns, conveys, and delivers to Assignee all of Assignor's interests, rights, duties, and obligations, to, in, and under the Development Agreement, which are more particularly defined as follows: _____ (collectively, "**Rights and Obligations**").
2. Assumption of Rights and Responsibilities. Assignee[, subject to the express written consent of the City,] [OMIT PRIOR PHRASE IF TRANSFER IS A "DEVELOPER PERMITTED TRANSFER"] hereby assumes all such Rights and Obligations. Assignee will be solely liable to City for any and all obligations as the Developer under the Development Agreement arising on and after the Effective Date. Assignee acknowledges that it reviewed the Development Agreement and agrees to be bound by the Development Agreement, and that Assignee has received and approved an Estoppel Certificate from the City in accordance with Section 13.11 of the Development Agreement.
3. Confirmatory Acts, Instruments. Each party hereby covenants to the other party(ies) that it will, at any time and from time to time, upon written request therefor, execute and deliver to such other party(ies), its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts which such party(ies), its nominees, successors and/or assigns may reasonably request in order to fully transfer to such other party(ies) all rights and obligations of Assignor intended to be transferred and assigned hereby.
4. Representations and Warranties. Assignor represents and warrants to Assignee, to Assignor's actual knowledge, as of the Effective Date, that the Development Agreement is in full force and effect and that neither Assignor nor the City is in default under the Development Agreement nor has either Assignor or the City failed to perform any material terms or conditions of the Development Agreement for which notice has or may been given under Section 11.1 of the Development Agreement. Assignor makes no representation or warranties, express or implied, concerning the Development Agreement, except as expressly provided herein.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, successors, executors, administrators, and assigns.
6. Amendments. No amendment, modification, change or waiver of any term or provision contemplated under this Agreement shall be valid unless in writing and duly executed by the parties hereto or their respective successors-in-interest and the City. Any waiver shall be limited to the circumstances or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term or provision hereof or of the same circumstance or event upon any recurrence thereof.
7. Severability. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
8. Indemnity. Assignee hereby consents to and expressly reaffirms any and all indemnities in favor of the City set forth in the Development Agreement, including, without limitation, those outlined in Section 9.5.B.4 and Article 12.
9. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any dispute under or in connection with this Agreement shall be subject to, and the parties hereby submit to, the exclusive jurisdiction of, and personal jurisdiction within, the state and federal courts located within San Mateo County, California.
10. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses including the actual fees of its reasonable attorneys incurred for prosecution, defense, consultation, or advice in such action or proceeding.
11. Notice. The Notice Address shall be the ones as described in the Development Agreement. In the case of a notice of communication to the Assignee:

If to Assignee, to: _____

If to Assignor, to: _____

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken

together, will be deemed to constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to account for more than one counterpart.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as of the date written above.

ASSIGNOR:

[INSERT ASSIGNOR], a Delaware limited liability company

By: _____

[signature must be notarized]

[signatures continue on next page]

ASSIGNEE:

By: _____

[signature must be notarized]

[OMIT CITY APPROVAL IF TRANSFER IS A “DEVELOPER PERMITTED TRANSFER”]

CITY APPROVAL

City of Burlingame, by its signature below, hereby (i) approves, in accordance with Section 10.1 of the Development Agreement, the form of this Agreement, and (ii) effective upon the execution of this Agreement by Assignor and Assignee and the recordation of this Agreement in the Official Records of San Mateo County, releases Assignor from all of its obligations under the Development Agreement.

CITY:
CITY OF BURLINGAME, a municipal corporation

By: _____
_____, City Manager

[signature must be notarized]

APPROVED AS TO FORM:

By: _____
_____, City Attorney

ATTEST:

By: _____
_____, City Clerk

NOTICING - PUBLIC HEARINGS

CITY OF BURLINGAME

NOTICE OF PUBLIC HEARING

The **CITY OF BURLINGAME PLANNING COMMISSION** will hold a public hearing to review and provide a recommendation to the City Council on an application for Commercial Design Review and Special Permits for Height and Development under Tier 3/Community Benefits, a Vesting Tentative Map, a Development Agreement, and the associated Environmental Impact Report (EIR) and Water Supply Assessment (WSA) for a New Office/Research & Development Project consisting of three, 11-story buildings and two, 10 and 10.5 story parking structures at **1200-1340 Old Bayshore Highway, Burlingame, CA**. The Final Environmental Impact Report (FEIR) can be viewed on the project page at <https://www.burlingame.org/1200-1340bayshore>.

The Planning Commission will receive testimony on the proposed project from all interested persons who appear at the meeting and will be making a recommendation to the City Council.

The public hearing will be held on **Monday, March 11, 2024 at 7:00 p.m.** You may attend the meeting in person at City Hall (501 Primrose Road), online at www.zoom.us/join, or by phone at (669)444-9171.

Meeting ID: 833 0625 0454
Passcode: 326226

Members of the public may view the meeting by logging into the Zoom meeting information provided in this notice and posted on the meeting agenda. The agenda for this meeting and staff report for this item may be reviewed prior to the meeting on the City's website at www.burlingame.org/planningcommission.

Any attendees who require special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet, or other writings that may be distributed at the meeting, should contact Catherine Keylon, Senior Planner, by 10:00 a.m. on Monday, March 11, 2024 at 650-558-7250 or at ckeylon@burlingame.org.

Date published: March 1, 2024.



CITY OF BURLINGAME
COMMUNITY DEVELOPMENT DEPARTMENT
501 PRIMROSE ROAD
BURLINGAME, CA 94010
PH: (650) 558-7250
www.burlingame.org

Project Site: 1200-1340 OLD BAYSHORE HIGHWAY, zoned BFC

The City of Burlingame Planning Commission announces the following public hearing on **Monday, March 11, 2024 at 7:00 P.M.** You may attend the meeting in person at City Hall (501 Primrose Rd) or virtually via Zoom at www.zoom.us/join or by dialing 1-669-444-9171. For Zoom meeting access information, visit www.burlingame.org/pcmeetings.

Description: Recommendation to the City Council on an application for Commercial Design Review, Special Permits for Building Height and Development under Tier 3/Community Benefits, Vesting Tentative Map, Development Agreement, and the associated Environmental Impact Report (EIR) for a new Office/Research & Development Project consisting of three, 11-story office/research & development buildings and two, 10 & 10.5-story parking structures.

Members of the public may speak in person at the meeting or provide comments by email to publiccomment@burlingame.org.

Mailed: March 1, 2024

(Please refer to other side)

PUBLIC HEARING NOTICE

City of Burlingame - Public Hearing Notice

If you have any questions about this application or would like to schedule an appointment to view a hard copy of the application and plans, please send an email to planningdept@burlingame.org or call (650) 558-7250.

Individuals who require special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed, should contact the Planning Division at planningdept@burlingame.org or (650) 558-7250 by 10 am on the day of the meeting.

If you challenge the subject application(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing, described in the notice or in written correspondence delivered to the city at or prior to the public hearing.

Property owners who receive this notice are responsible for informing their tenants about this notice.

Kevin Gardiner, AICP
Community Development Director

(Please refer to other side)

1300 Bayshore Highway

500' noticing

APNs: 026-113-480, 026-113-470, 026-113-450, 026-113-330, 026-142-020, 026-142-030, 026-142-110, 026-142-160, 026-142-170, 026-142-180, 026-142-200, 026-142-220, 026-142-240

