



COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT A

ORDINANCE NO. _____
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

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**AN ORDINANCE FURTHER AMENDING THE DEVELOPMENT AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND BIG WAVE, LLC, PURSUANT TO
CHAPTER 24.5 (SECTIONS 6510, ET SEQ.), PART ONE, DIVISION VI (PLANNING)
OF THE SAN MATEO COUNTY ORDINANCE CODE**

The Board of Supervisors of the County of San Mateo, State of California,
ORDAINS as follows

SECTION 1. That certain Second Amendment to the Development Agreement, by and between the County of San Mateo and Big Wave, LLC, as approved and executed by Board of Supervisors pursuant to Ordinance Number 04738 at its meeting of May 19, 2015 (“Development Agreement”), amended on June 27, 2017 (first amendment) pursuant to Ordinance Number _____, and amended in the form submitted to this Board for consideration at its meetings of July 23, 2019 and August 6, 2019 (second amendment), the full text of which is incorporated herein by reference, is hereby approved, and the President of the Board is hereby authorized and directed to execute the Second Amendment to the Development Agreement (“Second Amendment”) on behalf of the Board of Supervisors.

SECTION 2. FINDINGS. The Board of Supervisors hereby finds:

- (a) That the Second Amendment to the Development Agreement, as with the Development Agreement, is consistent with the objectives, policies, and programs specified in the General Plan, Local Coastal Program and the

Specific Plan for the project area. For the reasons set forth in the staff report to the Board of Supervisors that accompanied the Second Amendment to the Development Agreement, the project, as further amended, is consistent with the General Plan, Local Coastal Program, and the Montara-Moss Beach-El Granada Community Plan. The Second Amendment to the Development Agreement incorporates by reference all conditions of project approval.

- (b) That the Second Amendment to the Development Agreement, as with the Development Agreement, is compatible with the uses authorized in, and the regulations prescribed for, the zoning districts in which the Big Wave project is located. As discussed in the May 15, 2015, June 6, 2017, and July 23, 2019, staff reports to the Board of Supervisors, the proposed uses of the Wellness Center and Office Park are permitted by the Zoning Regulations, and the Second Amendment to the Development Agreement, as with the Development Agreement, incorporates all conditions of project approval, including restricting land use at the subject properties to the approved land uses.
- (c) That the Second Amendment to the Development Agreement, as with the Development Agreement, is consistent with the development approvals issued for the project on May 19, 2015 (as revised in the Revised Project Findings and Conditions of Approval, dated July 23, 2019, included as Exhibit J of the Development Agreement). The Development Agreement, as

amended, will secure rights for the implementation of the development as approved with conditions.

- (d) That the Second Amendment to the Development Agreement, as with the Development Agreement, will not be detrimental to the health, safety, and general welfare of the general public. The project to which the Development Agreement, as amended, relates is in compliance with all applicable land use regulations and the project's ongoing compliance with such regulations ensures that the Development Agreement, as amended, will not be detrimental to the health, safety and general welfare of the general public.
- (e) That the Second Amendment to the Development Agreement, as with the Development Agreement, will promote the orderly development of property or the preservation of property values in accordance with good land use practices. The project to which the Development Agreement, as amended, applies promotes orderly development of property and preserves property values by, among other things, providing needed housing for developmentally disabled citizens, and it requires the orderly development of the subject properties by establishing an order and a schedule for project construction that minimizes project impacts to the area.

SECTION 3. This Ordinance shall be effective thirty (30) days from the passage date thereof.

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COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT B

AMENDED DEVELOPMENT AGREEMENT

THIS AMENDED DEVELOPMENT AGREEMENT ("Amended Agreement") is made and entered into on ~~June 27, 2017~~ July 23, 2019, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County"), BIG WAVE GROUP, a IRC § 501(c)3 non-profit entity, and BIG WAVE, LLC, a California Limited Liability Company (collectively "Developer"), pursuant to the authority of California Government Code Sections 65864, *et seq.* This Amended Agreement supersedes in its entirety the previous Development Agreement between the parties dated May 19, 2015.

RECITALS

A. California Government Code Sections 65864, *et seq.*, authorize the County to enter into an agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property.

B. On October 18, 2005, Developer initially submitted an application to develop certain real property owned by Developer, which application includes a request for a Coastal Development Permit, Use Permit, Tentative Subdivision Map and Grading Permit to develop housing for Developmentally Disabled Adults ("Wellness Center") and an Office Park on property it owns identified as Assessor Parcel Nos. 047-311-060 and 047-312-040.

C. County approved various land use approvals in connection with the development of the Project on March 15, 2011. The approvals included the following: (1) a Use Permit, pursuant to Sections 6288.2 and 6500(d)3 of the County Zoning Regulations, for the sanitarium component of the Wellness Center and its accessory uses, as well as uses within the Airport Overlay (AO) Zoning District, consisting of 10,000 sq. ft. of commercial public storage use, 6,000 sq. ft. of communications and backup power uses, and 4,000 sq. ft. of miscellaneous Wellness Center storage use; (2) a Major Subdivision, pursuant to the County Subdivision Regulations, to subdivide the northern parcel of the project site into ten lots as described in Alternative C of the EIR and a Minor Subdivision to subdivide the southern parcel of the project site into three lots; (3) a Coastal Development Permit CDP), pursuant to Section 6328.4 of the County Zoning Regulations, for eight Office Park buildings (four 2-story and four 3-story buildings) containing 225,000 sq. ft. of mixed-office uses and a 640-space parking lot as described in Alternative C of the EIR, two Wellness Center buildings (one single-story building and one 3-story building) containing a maximum of 57 dwelling units to provide affordable housing for a maximum of 50 developmentally disabled adults and 20 staff persons and a 50-space parking lot, a 10,000 sq. ft. commercial public storage use, wetland habitat restoration and creation and other landscaping, associated fencing and grading, use of an existing agricultural well for domestic purposes, and establishment of a mutual water service company and a community wastewater treatment and recycling system; (4) a Design Review Permit, pursuant to Section 6565.3 of the County Zoning Regulations, for proposed structures and associated grading; and (5) a Grading Permit, pursuant to Section

8600 of the San Mateo County Ordinance Code, to perform 26,050 cubic yards of balanced cut and fill (collectively, together with any approvals or permits now or hereafter issued with respect to the Project, the "Project Approvals").

D. Pursuant to the California Environmental Quality Act ("CEQA") the County prepared an Environmental Impact Report ("EIR") for the Project. The EIR was certified by the Board of Supervisors on March 15, 2011. Pursuant to CEQA, a mitigation/monitoring program for the Project was approved by the Board of Supervisors.

E. On appeal, the CDP required for the project was denied by the California Coastal Commission. Further, legal actions were filed by the Montara Water and Sanitary District, the Granada Sanitary District (now known as the Granada Community Services District), the Committee for Green Foothills, and the Developer regarding the approvals and denials in San Mateo County Superior Court. The parties involved in those actions have entered into extensive settlement discussions to resolve the dispute. Now the Developer has proposed the North Parcel Alternative ("NPA") which is the subject of this Development Agreement.

F. The NPA was submitted to the County on March 13, 2013. It was submitted to other parties to the CEQA litigation on May 22, 2013. The NPA is a substantially smaller project from the one approved in 2011, and there are no new significant adverse environmental impacts that would result from the approval of the NPA. Under the NPA, the Developer is moving most of the development to the northern parcel. The southern parcel would be divided into 2 parcels. One parcel would contain space for boat parking and storage and other future structures and uses, in accordance with the Conditions of Approval dated May 27, 2015 (as revised in the Revised Project Findings and Conditions of Approval, dated ~~July —, 2017~~ July 23, 2019, included as Exhibit J). The second parcel would be offered for sale to either an entity seeking mitigation credit or desirous of dedicating open space. In any event, the future use of that site will be for open space uses. The northern parcel would now site the previously designed Wellness Center consisting of 57 bedrooms for 50 developmentally disabled adults and 20 staff persons and accessory administrative uses. The building space dedicated to business uses on the northern parcel has been reduced from 225,000 sq. ft. to 176,000 sq. ft.

G. On May 19, 2015, County approved an EIR Addendum (including an Addendum and Final Addendum) to the Big Wave Wellness Center and Office Park EIR under CEQA and County approved the NPA. Such approvals include the following: (1) a Use Permit, pursuant to Section 6500 of the County Zoning Regulations, for modern sanitarium component of the Wellness Center, outdoor parking uses in the Airport Overlay (AO) Zoning District, and an Outdoor Boat Storage Use; (2) a Major Subdivision, pursuant to the County Subdivision Regulations, of the north parcel into seven lots and the creation of up to 108 business condominium units, each approximately 1,500 sq. ft. in size; (3) a Minor Subdivision, pursuant to the County Subdivision Regulations, of the south parcel into two lots; (4) a Coastal Development Permit, pursuant to Section 6328.4 of the Zoning Regulations, appealable to the California

Coastal Commission, for the proposed subdivisions, uses, and improvements; (5) a Design Review Permit, pursuant to Section 6565.3 of the Zoning Regulations, for proposed structures and associated grading; and (6) a Grading Permit, pursuant to Section 8600 of the San Mateo County Ordinance Code, to perform 735 cubic yards (cy) of cut for utility trenching and to place 16,400 cy of imported gravel. (Collectively, together with any approvals or permits now or hereafter issued with respect to the Project, these actions are referred to as the "Project Approvals.") The CDP decision was subsequently appealed to the California Coastal Commission. The CCC determined that the appellant did not have standing and therefore dismissed the appeal.

H. The purpose of this Agreement is to facilitate the implementation of the Project Approvals through the development of the Project, thereby realizing the public benefits to County and private benefits to Developer, including those described in these Recitals. The development of the Project will result in building a significant amount of affordable housing, subject to the Agreement for Affordable Housing at the Wellness Center, approved by the Board of Supervisors on May 19, 2015, for Developmentally Disabled Adults on the San Mateo County Coastside and will provide an Office Park built in an environmentally sustainable manner and to contain industrial/office/storage uses, to help address the jobs/housing imbalance in the Coastside.

I. The Board of Supervisors has found, among other things, that this Agreement is consistent with the County General Plan; that this Agreement is compatible with the regulations that prescribe the uses authorized in the Property; that this Agreement conforms with public convenience, general welfare, and good land use practice; that this Agreement will not be detrimental to the health, safety, or general welfare; and that this Agreement will not adversely affect the orderly development of property or the preservation of property values.

J. Developer is willing, pursuant to the terms of this Agreement, to make expenditures and provide benefits to the County including, the following: 1) building a Class 1 multipurpose Coastal Trail and make improvements to Airport Street, according to the schedule described in Section 5.3 of this Agreement and in accordance with the Conditions of Approval dated May 27, 2015 (as revised in the Revised Project Findings and Conditions of Approval, dated ~~July —, 2017~~ July 23, 2019, included as Exhibit J); 2) conveying to the County sureties for on-site and off-site improvements, including but not limited to, those related to traffic control-related improvements, prior to the recordation of any subdivision map; and 3) fully funding ~~application and~~ construction costs associated with a bridge widening project over the drainage swale separating the two parcels making up the Project site (i.e., APNs 047-311-060 and 047-312-040), as discussed in Section 5.3 of this Agreement, in the event the bridge widening project receives necessary entitlements and County approvals, thus conferring a public benefit on the County.

K. County desires the timely, efficient, orderly, and proper development of the Project and the Property, and the Board of Supervisors concludes that it is in the public interest to accept the benefits conferred by this Agreement and that it is in the public

interest to provide for the vesting of Developer's rights to develop the Project in conformance with the Project Approvals and the terms and conditions contained herein so that such vested rights shall not be disturbed by changes in laws, rules, or regulations, including measures passed by initiative, that occur after the Effective Date (as defined below) of this Agreement, except as provided herein.

L. County and Developer have reached agreement and desire to express herein a development agreement that will facilitate development of the Project subject to conditions set forth in this Agreement and set forth in the Project Approvals, as defined herein.

M. On May 19, 2015, the Board of Supervisors adopted Ordinance No. 04738 approving the Development Agreement.

N. On May 3, 2017, the Developer requested modifications including the following: 1) Allow construction on Lot 4 of the Office Park prior to construction of ~~Building 3~~ the Phase 1 Building of the Wellness Center (whereas the original project conditions allowed construction on Lot 2) and other changes in Office Park building phasing; 2) Allow construction types other than Type 1 (steel and concrete) for the Wellness Center buildings subject to compliance with Coastside Fire Protection District requirements; and 3) Allow the property owner to obtain building permits for Office Park building construction prior to obtaining Caltrans approval to install a signal or roundabout (whereas the original project conditions require the property owner to obtain a Caltrans encroachment permit first).

O. As outlined in reports to the Board of Supervisors, dated June 6, 2017, and June 27, 2017, the Community Development Director determined that a Minor Modification process is appropriate for making the proposed changes to the approved permits, including the Coastal Development Permit (CDP).

P. On June 27, 2017, the Board of Supervisors adopted Ordinance No. [INSERT] approving this Amended Development Agreement which, among other things, brings this agreement into conformity with the minor modifications to the project described above.

Q. On June 5, 2019, the Developer requested modifications including the following: 1) Allow a two-building Wellness Center site plan as an alternate to the approved three-building site plan; 2) Relieve the Developer of the full responsibility of designing and constructing the bike trail segment that extends along the frontages of the south parcel and north parcel and require the Developer to provide payment to fund the hard costs of constructing this trail segment once the County has completed the design and secured all necessary approvals; and 3) Extend deadline for completion of wetland restoration by 18 months from July 23, 2019.

R. As outlined in reports to the Board of Supervisors, dated July 17, 2019, the Community Development Director determined that a Minor Modification process is

appropriate for making the proposed changes to the approved permits, including the Coastal Development Permit (CDP).

S. It its meeting on July 23, 2019, the Board of Supervisors adopted Ordinance No. [INSERT] approving this Amended Development Agreement which, among other things, brings this agreement into conformity with the minor modifications to the project described above.

NOW, THEREFORE, with reference to the above recitals and in consideration of the mutual promises, obligations and covenants herein contained, County and Developer agree as follows:

AGREEMENT

1. Description of Property. The Property which is the subject of this Agreement is described in Exhibit A attached to this Agreement and incorporated herein by reference ("Property").

2. Interest of Developer. The Developer has represented and warrants to the County that it has a legal or equitable interest in the Property and that all parties with a legal interest in the Property are signatories hereto.

3. Relationship of County and Developer. This Agreement is a contract that has been negotiated and voluntarily entered into by County and Developer. The Developer is not an agent of County. The County and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the County and Developer joint venturers or partners with respect to the Project and any other matter.

4. Effective Date and Term.

4.1. Effective Date. The effective date of this Amended Agreement ("Effective Date") shall be thirty days after the date on which San Mateo County Ordinance No. [INSERT], the ordinance approving this Agreement, is adopted by County (i.e., ~~June 27, 2017~~ July 23, 2019). County and Developer recognize that the approval of this project may be appealed to the California Coastal Commission. Moreover, it is possible that litigation will be filed regarding the project approvals, including under CEQA. Therefore, County and Developer agree that, notwithstanding the foregoing, the Effective Date will not be deemed to occur until (a) all California Coastal Commission administrative procedures and decisions regarding the Project have been rendered; (b) all statutes of limitations for litigation regarding the Project have run; and (c) if any litigation is filed, a final judgment has been entered and all appeal periods have run. If any of these events occur, the County and Developer agree that all rights and

obligations of the parties shall be extended for a period of time equal to the time that the occurrence of the Effective Date is tolled pursuant to this Section 4.1, such that Developer can apply for building permits after Coastal Commission jurisdiction and potential or actual litigation has ended which would have prevented Developer from obtaining building permits.

4.2. Term. The term of this Agreement (“Term”) shall commence on the Effective Date and extend for fifteen (15) years from the date that the original Agreement was entered into by the parties (i.e., May 19, 2015), unless this term is otherwise terminated or modified as set forth in this Agreement.

4.3. Term of the Tentative Map and Other Project Approvals. Pursuant to California Government Code Sections 66452.6(a) and 65863.9, the term of any tentative map and other Project Approvals described in the Recital above shall automatically be extended for the Term of this Agreement. The terms of other Project Approvals, other than any Coastal Development Permit issued by the California Coastal Commission under Public Resources Code sections 30604(b) and/or 30621, shall be extended for a period of time coterminous with the term of this Agreement, as set forth in section 4.2 of this Agreement. If any Coastal Development Permits issued by the California Coastal Commission pursuant to sections 30604(b) and/or 30621 of the California Public Resources Code expire prior to the expiration date of the other Project Approvals described in this Agreement, the County shall consider and act upon a Coastal Development Permit for the Project consistent with the other Project Approvals and, to the extent allowed by law, subject to the same conditions as those imposed on the Coastal Development Permit originally approved by the County, and approved by the California Coastal Commission on appeal, which shall have the same term as that set forth for the other Project Approvals set forth in this Agreement. The decision as to whether to approve or deny such a Coastal Development Permit shall be subject to the discretion of the applicable County decision making body. To the extent required by applicable law, the issuance of a Coastal Development Permit shall be subject to appeal to the California Coastal Commission. If any Coastal Development Permits issued by the California Coastal Commission pursuant to the authorities cited in this Section 4.3 are inconsistent with the terms of this Development Agreement, the parties agree to meet and confer in good faith to discuss amendments to this Agreement needed to bring the Agreement into conformity with such Coastal Development Permit issued by the California Coastal Commission.

5. Use of the Property.

5.1. Right to Develop Pursuant to Existing Rules and Regulations. Subject to Section 7.1 of this Agreement, the County rules and regulations applicable to Developer's development of the Project on the Property shall be those in effect on the Effective Date, and any amendments to any of them as shall, from time to time, be adopted.

5.2. Permitted Uses. The permitted uses of the Property, the maximum density and intensity of use, the maximum height, bulk and size of proposed buildings on the Property, provisions for reservation or dedication of land for public purposes and location and maintenance of on-site and off-site improvements, location of public utilities, and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals, and any amendments to this Agreement or the Project Approvals, and the "Applicable Rules" (as defined in this Agreement).

The Project consists of five components: 1) the "Wellness Center" component on the north parcel, 2) the "Office Park" component on the north parcel, 3) the Boat Storage use on the south parcel, 4) Coastal Access Public Parking on the south parcel, and 5) Wetland and Buffer Zone Areas over both the north and south parcels. Each component is described as follows:

5.2.1. WELLNESS CENTER ON THE NORTH PARCEL. The "Wellness Center" component consists of the following:

5.2.1.1. The Wellness Center, a modern sanitarium use subject to the County-approved Use Permit, which includes affordable housing consisting of 57 bedrooms to accommodate 50 DD adults and 20 aides.

5.2.1.2. Ancillary Uses: These uses include a fitness center, commercial kitchen, laundry facilities, and administrative offices, among other ancillary uses, as described in the EIR Addendum.

5.2.1.3. Subdivision: The Wellness Center will be located on one lot (Lot 7) of the north parcel. Lot 7, which is 6.61 acres in size, includes ~~two~~ three buildings. ~~Building 1 consists of 23,250 sq. ft., Building 2 consists 21,170 sq. ft., and Building 3 consists of 47,000 sq. ft. (approximate sizes).~~ This lot includes affordable housing consisting of 57 bedrooms to accommodate 50 DD adults and 20 aides. Lot 7 includes approximately 20,500 sq. ft. of business use that is not considered part of Wellness Center operations. Lot 1

will accommodate parking and common space, and Lots 2-6 will contain business buildings.

5.2.1.4. Project-Related Business Operations to Generate Income for Wellness Center Residents: The DD adults will be employed by the Wellness Center and will also provide services to the Office Park, with the Wellness Center funded through association fees in accordance with the Conditions of Approval dated May 27, 2015 (as revised in the Revised Project Findings and Conditions of Approval, dated ~~July —, 2017~~ July 23, 2019, included as Exhibit J) and shared development costs. Business operations will be managed by Big Wave Group, Inc., a non-profit corporation, and include: Big Wave (BW) Catering/Food Services; BW Boat Storage; BW Energy; BW Farming; BW Water; BW Transportation; BW Recycling; BW Communications (radio telecom link); and BW Maintenance.

5.2.2 OFFICE PARK ON THE NORTH PARCEL

5.2.2.1. Office Park Component. The “Office Park” component of this Project consists of the following:

5.2.2.2. Uses: The “Office Park” refers to 176,000 sq. ft. of private business uses which are not operated by Big Wave Group, located on the north parcel. Business space is made up of General Office, Research and Development, Light Manufacturing, and Indoor Storage uses. Developer shall ensure that no more than the total authorized building square footage of 176,000 square feet of such uses is constructed. Such development both in size and intensity shall comply with County Parking Regulations at all times, such that the establishment/construction of uses or building square footage requiring parking in excess of the approved parking of 420 parking spaces for the Office Park is prohibited, even if total square footage does not exceed the total authorized building square footage.

5.2.2.3. Subdivision: The north parcel on which the Office Park is to be located will be subdivided into 7 lots. Lot 1 will be parking and common space, Lots 2 through 6 will be business buildings and Lot 7 will be the Wellness Center, as described above. Buildings 1 and 2 on Lot 7 contain a total of 20,500 sq. ft. of business use. Total area (approximated) of business uses by lot is outlined as

follows: 33,500 sq. ft. on Lot 2; 32,000 sq. ft. on Lot 3; 30,000 sq. ft. on Lot 4; 30,000 sq. ft. on Lot 5; and 30,000 sq. ft. on Lot 6.

5.2.3 BOAT STORAGE USE ON THE SOUTH PARCEL. The “Boat Storage Use” component consists of the following:

5.2.3.1. Uses: The Boat Storage Lot will provide 21 boat storage spaces, 14 vehicle parking spaces associated with boat use and storage, and a 190 square-foot precast concrete restroom building. Driveways would allow for boats with trailers to be backed into the spaces. Locked security fencing would be constructed around the lot perimeter, with combination access for the boat owners. There would be no specific hours of operation, as the site would be accessible as needed by owners. The site would not be staffed full-time. This area may be developed with other priority uses and associated structures, in accordance with Conditions of Approval dated May 27, 2015 (as revised in the Revised Project Findings and Conditions of Approval, dated ~~July —, 2017~~ July 23, 2019, included as Exhibit J).

5.2.3.2. Subdivision of the South Parcel: The South Parcel will be subdivided into two lots. Both parcels would contain coastal access public parking. In addition, a 1.12-acre Boat Storage Lot and associated private parking (as described in Section 5.2.3.1) and an archeological site would be located on Lot 1 of the South Parcel. Approximately 3 acres of Lot 2 of the South Parcel would be undeveloped.

5.2.4 COASTAL ACCESS PUBLIC PARKING LOT ON THE SOUTH PARCEL. The “Coastal Access Public Parking Lot” component consists of the following:

5.2.4.1. Uses: A total of 92 spaces of coastal access public parking will be provided on Lots 1 and 2 of the south parcel. If fewer than the full number of authorized private parking spaces for business uses (i.e., 420 spaces) are built, Developer may proportionally reduce the number of coastal access public parking spaces that must be built, such that the number of coastal access public parking spaces built is equal to at least twenty percent (20%) of all private parking spaces built for the project.

5.2.4.2. Subdivision: A total of 92 coastal access public parking spaces would be located on Lots 1 and 2 of the south parcel.

5.2.5 WETLANDS AND BUFFER ZONES. The “Wetlands and Buffer Zones” component consists of the following:

5.2.5.1. Creation/restoration of approximately 7 acres of wetland habitat within areas of delineated wetlands and required 150-foot buffer zone on the north and south parcels. Developer must restore wetlands within 100 feet of the wetland boundary and may farm 50-feet of the buffer zone area located more than 100 feet of the wetland boundary, subject to restrictions as outlined in the conditions of approval. Developer will complete restoration activities within the time lines set forth in Section 5.3, below.

5.3. Timing of Construction and Protection of Undeveloped Lands. The project will be constructed in accordance with the following timeline and other Planning conditions:

5.3.1 Prior to the issuance of any building permits, the property owners shall:

5.3.1.1 Initiate implementation of the approved wetland restoration plan by establishing the nursery and/or seed stock of the plants that will be used for restoration; ~~obtaining a grading and conducting the rough grading required to carry out the restoration plan and conducting said grading; planting areas disturbed by rough grading with the plant species called for by the restoration plan;~~ and installing a barrier outside of the buffer zone following the completion of planting ~~rough grading~~ to prevent disturbance of the restoration area.

5.3.2 Within 35 years and 8 months (May 2018January 2021) of the final approval of the Coastal Development Permit for the project (~~i.e., by May 2018~~), the property owners shall:

~~5.3.2.1. Construct the Class 1 trail adjacent to Airport Street in accordance with a construction plan submitted for the review and approval of the Directors of the County’s Parks, Public Works, and Planning and Building Departments, as well as all other off-street improvements~~

~~required by the Department of Public Works for
recording of the final map of the subdivision.~~

5.3.2.21. Complete the planting and irrigation required to implement the approved wetland restoration plan and initiate the 10-year monitoring program contained in the approved restoration plan.

~~5.3.2.3. Install the K-rail on the west side section of Airport Street that crosses the drainage separating the north and south parcels, unless the existing bridge is widened to accommodate a Class 1 trail across this drainage.~~

5.3.3 Within 30 days from the date on which the County has secured all necessary approvals for bike trail construction, the property owners shall:

5.3.3.1 Per Condition 5.o.4, provide payment to the County for costs to construct the segment of the Class 1 bike trail along Airport Street and adjacent to the project.

~~5.3.35.3.4 Within 53 years of the issuance of the building permit for the Phase 1 Wellness Center Building (May 2020) of the final approval of the Coastal Development Permit for the project (i.e., May 2020), the property owners shall:~~

~~5.3.3.15.3.4.1. Construct Building 3~~5.3.4.1. Construct the Phase 1 building of the Wellness Center (25~~including a minimum of 33 bedrooms), the access and infrastructure improvements required to provide ingress and egress to the Wellness Center, the Wellness Center courtyards, and the 42 parking spaces that will be adjacent to and serve the Wellness Center, which shall be located immediately adjacent to Building 3 and signed and reserved for Wellness Center residents, staff, and visitors.~~

~~5.3.3.25.3.4.2.~~ 5.3.4.2. Install at least 8 coastal access parking spaces on the south parcel, which shall be signed and reserved for use by the general public for the purpose of coastal access. At that time, consistent with Condition 4.h (Mitigation Measure CULT-2a), the property owner shall fence the cultural site area located on the Wellness Center Property, in accordance with a plan and design for such a fence that shall be submitted for the review and approval of the Community Development Director and shall

minimize the visual impact of the fence by limiting its height and extent to the minimum necessary to avoid impacts to the cultural site, and by using materials that minimize view blockage and provide a natural appearance.

~~5.3.3.3.~~5.3.4.3. Install the portion of the approved landscaping plans that is adjacent to Airport Street over both parcels, and that is located within the footprint of the improvements described above.

~~5.3.3.4.~~5.3.4.4. Install the additional flexible sound barrier(s) if required by the County per Condition No. 4 a.b (Mitigation Measure NOISE-1).

~~5.3.3.5.~~5.3.4.5. Construct business uses on Lot 7 and/or the approved Office Park Building on Lot 4 of the north parcel, to the extent necessary to support Wellness Center operations. ~~At the point~~ On or before the date that the first Office Park building on Lot 4 is determined by the Community Development Director to be fifty percent (50%) complete, the property owner must begin construction of the first phase~~Building 3~~Building 3 of the Wellness Center; and upon a showing of good cause, the Community Development Director may grant the property owner an extension of up to six months beyond the date that the first Office Park building ~~on Lot 4~~ is fifty percent (50%) complete for construction to commence on the first phase~~Building 3~~ of the Wellness Center, provided that the Community Development Director shall inform the Board of Supervisors if such discretion is exercised. The building permit for this component of the project shall include construction of County-required parking spaces; County-required coastal access public parking spaces (a minimum of 20% of private parking spaces) to be provided on the south parcel; associated parking lot landscaping; accessways/driveways; adjoining courtyards; water, wastewater, and drainage and stormwater treatment systems; and comply with all the conditions of approval and requirements of the Development Agreement. As described above, only as much parking as is required by the County for development approved under building permit(s) shall be constructed at one time. If required by the County, the additional flexible sound barrier(s), per Condition No. 4 a.b. (Mitigation Measure NOISE-1) will be installed during Wellness Center Construction.

~~5.3.3.6~~ 5.3.4.6 Developer shall implement shuttle services to assist with the transportation needs of Wellness Center residents.

~~5.3.4.~~ 5.3.5 Within 12 years (May 2027) of the final approval of the Coastal Development Permit for the project (i.e., May 2027), the property owners shall:

~~5.3.4.1~~ 5.3.5.1 Phase 1 and 2 of the Wellness Center Buildings 1 and 2 shall be constructed within 12 years of the final approval of the Coastal Development Permit for the project, and prior to the construction of Office Park Buildings on Lots 5 and 6. ~~If constructed at different times, Wellness Center Building 2 shall be constructed prior to Wellness Center Building 1.~~

~~5.3.5.~~ 5.3.6 Construction of all remaining aspects of the project shall be completed within 15 years (May 2030) of the final approval of the Coastal Development Permit for the project. If fewer than the approved number of buildings have been built on the North Parcel at the end of the 15 year development term set forth in this Agreement, rights to develop undeveloped land within the approved development footprint (parking and building footprints) on the North Parcel under the approved permits shall expire at that time.

~~5.3.6~~ 5.3.7 With the exception of the Office Park Building on Lot 4 and associated parking, construction of Office Park Buildings and associated parking areas shall not commence until all the above project features have been installed to the satisfaction of the Community Development Director and the Director of Public Works. Once this occurs, Office Buildings may be constructed in the following sequence: Office Park Building on Lot 4 (if not already built), Office Park Building on Lots 2 and/or 3 ~~after the construction of Wellness Center Building 3~~, with the construction of any Office Park Building on Lot 6 and Lot 5 (in any order) to be permitted after the completion of the entire Wellness Center. The plans for the construction of Office Buildings shall include the installation of the minimum amount of parking required to serve the building proposed for construction and its associated use, which shall be located immediately adjacent to the building(s) to be constructed, as well as to be installed on the south parcel, the number of spaces of which shall be equivalent to 20% of the number of Office Park parking spaces proposed for construction. Notwithstanding the foregoing, Developer may construct multiple buildings, and associated Business Park and Coastal Access

parking, simultaneously. No fill shall occur on the property outside of immediate areas proposed under a building permit for construction (i.e., building, access, and parking), to allow for agricultural use over areas that will be developed in a later phase.

~~5.3.7~~ 5.3.8 Obligations during the term of the Development Agreement: Within the term of this Agreement, Developer will complete the following components of the Project:

~~5.3.7.1~~ 5.3.8.1 Requirement for Recordation of Final Map: Prior to the recordation of the subdivision map for the north parcel, Developer shall convey to the County sureties for all onsite and offsite improvements, including, but not limited to, the sureties for the installation of traffic control-related improvements. The Developer understands and agrees that neither the County nor the Department of Transportation (CalTrans) shall have any responsibility to fund any traffic improvements required pursuant to the Conditions of Approval for this project.

~~5.3.7.2~~ 5.3.8.2 Construction of Business Uses on the North Parcel:

~~5.3.7.2.1~~ 5.3.8.2.1 Each building permit application shall include provisions for County-required private parking, County-required coastal access public parking spaces to be provided on the south parcel (a minimum of 20% of private parking spaces), County-required accessways/driveways, complete associated parking lot landscaping, construct all adjoining courtyards and associated landscaping, and water, wastewater, drainage and stormwater treatment systems and shall comply with all the conditions of approval for the Project plans and the requirements of this Development Agreement. Once construction is initiated, each building is estimated to be constructed in approximately twelve months and Developer shall be required to make reasonable progress towards completion of construction once it has been initiated, it being understood and agreed that the Developer will complete construction of all Office Park buildings within the term of this Agreement and in compliance with the mitigation measure detailed in the Conditions of Approval dated May 27, 2015 (as revised in the Revised Project Findings and Conditions of Approval, dated

~~July 27, 2017~~ July 23, 2019, included as Exhibit J).

The Director of Community Development shall determine, in his reasonable judgment, whether reasonable progress has been made towards completion of such construction.

~~5.3.7.2.2.~~ 5.3.8.2.2 Allocation of Parking for Business Uses: Per Condition of Approval No. 7, Big Wave LLC shall cause the formation and require the continued existence of an association of all property owners on the north parcel for the management of parking spaces on Lot 1. Upon relinquishing ownership of Lot 1, Big Wave LLC shall form an association of all property owners on the north parcel, and shall transfer ownership of Lot 1 to that entity. No more than 420 parking spaces licenses shall be issued to owners of business uses on the north parcel. No more than 462 total parking spaces shall be provided at the north parcel. Parking licenses for business uses shall be issued based on County parking regulations and according to the schedule provided in Table 4 of the staff report dated January 7, 2015. All tenants or business owners of business space at the north parcel shall obtain a building permit for a “change in use” prior to any construction/tenant improvement and occupancy. The County will verify that applicants for building permits have adequate parking space licenses for the proposed use prior to issuing any building permits and uses that are not supported by adequate parking will not be permitted.

~~5.3.7.2.3.~~ 5.3.8.2.3 Beach User Parking (Phased with Building Permits): A total of 92 spaces of coastal access public parking will be provided on the south parcel. If less than the full amount of business use parking is built than otherwise authorized (420 parking spaces), Developer may proportionally reduce the amount of coastal access public parking that they build, such that public parking spaces built consist of no less than a minimum of 20% of all private parking provided for the project. Required coastal access public parking spaces shall be reserved and clearly marked for such uses, subject to review and approval by the Community Development Director, prior to the

occupancy or change in occupancy of any Wellness Center building. Marking and spaces shall be maintained by the Developer for the life of the project. Parking fees shall not be collected for coastal access public parking spaces.

~~5.3.7.2.4.~~ 5.3.8.2.4 Affordable Housing at the Wellness Center: The property owner(s) shall maintain the rental rates for all bedrooms of the Wellness Center as affordable, such that the bedrooms are affordable to those of Extremely Low Income, Very Low Income, and Low Income, with the exception that residents may use up to 100% of their Social Security income for housing costs, which allows for residents who have no other income other than Social Security payments to use up to the full amount of their payment toward rental costs at the Wellness Center.

~~5.3.7.2.5.~~ 5.3.8.2.5 Wellness Center Parking: The Wellness Center shall be issued 42 irrevocable parking licenses.

~~5.3.7.2.6~~ 5.3.8.2.6 Other Benefits to County: a) The applicant shall work with San Mateo County and others to address safety concerns regarding the neighboring propane tank property; b) The applicant shall work with the County to improve the function of the Prospect Way/Capistrano Road intersection; c) The applicant shall work with the County to direct bike and foot traffic to Marine Blvd. and improve vehicular access along Cypress Avenue as required by project conditions.

Notwithstanding the foregoing, Developer may perform multiple phases simultaneously.

6. Applicable Rules, Regulations, and Official Policies.

6.1. Rules Regarding Permitted Uses. For the term of this Agreement and except as otherwise provided in this Agreement, the County's ordinances, resolutions, rules, regulations, and official policies, including, without limitation, the Project Approvals, governing the permitted uses of the Property, governing density, design, improvement and construction standards and specifications applicable to the Property, including but not

limited to, all public improvements, shall be those in force and effect on the Effective Date of this Agreement (the "Applicable Rules").

6.2. Uniform Codes Applicable. The Project shall be constructed in accordance with the provisions of the California Building, Mechanical, Plumbing, Fire, and Electrical Codes and applicable provisions of Title 24 of the California Code of Regulations, relating to Building Standards, in effect in County at the time a completed application is submitted for the appropriate building, grading, or other construction permits for the Project. The Project shall be built to the ~~LEED Gold or Platinum~~ applicable building code standards, including CalGREEN, in effect at in County at the time a completed application is submitted for the appropriate building, grading, or other construction permits for the Project.

7. Subsequently Enacted Rules and Regulations.

7.1. New Rules and Regulations. During the term of this Agreement, the County may, in subsequent actions applicable to the Property, apply new or amended ordinances, resolutions, rules, regulations and official policies of the County which were not in force and effect on the Effective Date of this Agreement and which are not in conflict with the Applicable Rules, provided that (1) such new or modified ordinances, resolutions, rules, regulations or official policies do not affect the permitted uses of the Property, the maximum density and intensity of use, the maximum height, bulk and size of proposed buildings, provisions for reservations or dedication of land for public purposes and location and maintenance of onsite and offsite improvements, location of public utilities or any other terms and conditions set forth in this Agreement; and (2) such laws are generally applicable and not specific to or discriminatory against Developer's parcels that are the subject of this Development Agreement.

7.2. Denial or Conditional Approval. Nothing in this Agreement shall prevent the County from denying or conditionally approving any subsequent land use permit or authorization for any subsequent development project application on the basis of any new or modified ordinances, resolutions, rules, regulations, or policies applicable to the Property pursuant to and subject to Section 7.1.

7.3. Federal and State Law. Nothing shall preclude the application to the Project or the Property of changes in federal or state laws. To the extent any changes in federal or state laws prevent or preclude compliance with one or more provisions of this Agreement or development of the Property in conformance with the Project, the parties agree that the provisions of this Agreement shall be modified, extended, or suspended, as may be required to comply with such federal or state laws. Each party agrees to extend to the other prompt and reasonable cooperation in so modifying

this Agreement.

8. Processing.

8.1. Further Approvals and Permits. On satisfactory completion by Developer of all required preliminary actions and payments of all required processing fees, if any, County shall, subject to all legal requirements, promptly initiate, commence, diligently process, complete at within a reasonable timeframe, all required steps, and expeditiously consider any approvals and permits necessary for the development by Developer of the Property in accordance with this Agreement, including, but not limited to, the following:

8.1.1. The processing of applications for and issuing of all discretionary approvals requiring the exercise of judgment and deliberations by County (“Discretionary Approvals”); and

8.1.2. The processing of applications for and issuing of all ministerial approvals requiring the determination of conformance with the Applicable Rules, including, without limitation, site plans, development plans, land use plans, grading plans, improvement plans, building plans and specifications, and ministerial issuance of one or more final maps, zoning clearances, grading permits, improvement permits, wall permits, building permits, lot line adjustments, encroachment permits, certificates of use and occupancy and approvals, and entitlements and related matters as necessary for the completion of the development of the Project (“Ministerial Approvals”).

8.2. No Abridgement of Density or Height. County acknowledges that notwithstanding its ability to issue Discretionary Approvals in relation to site and architectural review and design review, County may not refuse such approvals, or require changes in the Project, that would have the effect of restricting or preventing the ability of Developer to construct buildings at the density and heights allowed in the Project Approvals as of the Effective Date of this Agreement.

8.3. Processing During Third Party Litigation. The filing of any third party lawsuit(s) against County or Developer relating to this Agreement or to other development issues affecting the Property shall not delay or stop the development, processing, or construction of the Project, or issuance of Discretionary Approvals or Ministerial Approvals, unless the third party obtains an order that, in the reasonable judgment of the County, prevents the activity.

9. Subsequently Enacted or Revised Fees, Assessments, and Taxes.

9.1. New Fees: County shall be entitled to impose and collect fees, dedications, and exactions on new development adopted by the County after the Effective Date provided that the ordinances, resolutions, rules, regulations or policies imposing them are generally applicable and not specific to or discriminatory against Developer's parcels that are the subject of this Development Agreement.

9.2. Revised Application Fees. Any existing application, processing, and inspection fees that are revised during the term of this Agreement shall apply to the Project provided that (1) such fees have general applicability and do not discriminate against Developer; (2) the application of such fees to the Property is prospective.

9.3. New Taxes. Any subsequently enacted County taxes of general applicability shall apply to the Project provided that such taxes have general applicability and do not discriminate against Developer.

9.4. Assessments. Nothing in this Agreement shall be construed to relieve the Property from assessments levied against it by County pursuant to any statutory procedure for the assessment of property to pay for infrastructure and/or services which benefits the Property.

9.5. Right to Contest. Nothing contained in this Agreement shall prevent Developer from paying any such fee, tax, or assessment under protest, or otherwise asserting its legal rights to protest or contest a given fee, tax, or assessment assessed against the Project or the Property.

10. Amendment or Cancellation.

10.1. Modification Because of Conflict with State or Federal Laws. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps, or permits approved by the County, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such State or Federal laws or regulations. Any such amendment or suspension of the Agreement is subject to approval by the Board of Supervisors, in its discretion. If such modification or suspension is infeasible in Developer's reasonable business judgment, then Developer may elect any one or more of the following in any sequence:

10.1.1. To terminate this Agreement by written notice to County, subject to payment to the County of all fees and charges due and owing;

10.1.2. To challenge the new law preventing compliance with the terms of this Agreement, and extend the Term of this Agreement for the period of time required to make such challenge. If such challenge is successful, this Agreement shall remain unmodified, except for the extension of the Term and shall remain in full force and effect. Nothing herein shall require the County to perform any action that, in its reasonable judgment, would cause it to violate controlling State or Federal authority.

10.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties to this Agreement and in accordance with the procedures of State law.

10.3. Cancellation by Mutual Consent. Except as otherwise permitted in this Agreement, this Agreement may be cancelled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the same procedure used when entering into this Agreement.

11. Annual Review.

11.1. Review Date. The annual review date for this Agreement (the "Review Date") shall be one year following the Effective Date and the annual anniversary of said date each year thereafter.

11.2. Annual Review Process. The Community Development Director shall initiate the annual review by giving to Developer written notice within sixty (60) days following the Review Date that the County intends to undertake such review for the annual period ending with the Review Date. Developer shall provide evidence of reasonable compliance with the terms and conditions of this Agreement to the Community Development Director within thirty (30) days following receipt of the Community Development Director's notice. The Community Development Director shall review the evidence submitted by Developer and shall, within thirty (30) days following receipt of Developer's evidence, determine whether the Developer is in good faith compliance with this Agreement. The Community Development Director's determination that Developer has in good faith complied with the terms of this Agreement shall be final.

11.3. Hearing on a Determination that Developer Has Not Complied. If The Community Development Director determines that the Developer has failed to comply with the terms of this Agreement, he shall provide notice of this determination to the Developer. If, within ten (10) days of receiving such notice from the Community Development Director, Developer requests in writing that the Board of Supervisors review the finding, the Board of Supervisors shall schedule the topic of the Developer's good

faith compliance with the terms of this Agreement as an agenda item for a meeting of the Board of Supervisors to be held within forty-five (45) days following such written request. The County shall give any required notice to the public in the time period required by law prior to such meeting of the Board of Supervisors. If, at such meeting, the Board of Supervisors determines that the Developer is then in good faith compliance with the terms of this Agreement, then the Board of Supervisors shall adopt a resolution making such a finding, and such finding shall conclusively determine such issue up to and including the date of such Board of Supervisors meeting. If the Board of Supervisors determines that the Developer is not then in good faith compliance with the terms of this Agreement, then the Board of Supervisors shall take such actions as it finds appropriate to enforce or interpret the parties' rights and obligations under the terms of this Agreement, including, but not limited to, the modification or termination of this Agreement in accordance with State law. The burden of proof of good faith compliance with the terms of this Agreement shall be on the Developer.

11.4. Fee for Annual Review. The fee for County's annual review shall be paid by Developer, and shall not exceed the costs of reimbursement of County staff time, including but not limited to staff time for review of Traffic Impact Reports and other traffic analysis as called for in the Conditions of Approval, and expenses at the customary rates then in effect. Failure to timely pay the Fee for Annual Review shall be a material breach of this Agreement.

12. Default.

12.1. Other Remedies Available. On the occurrence of an event of default, the parties may pursue all other remedies at law or in equity which are not otherwise provided for in this Agreement expressly including the remedy of specific performance of this Agreement.

12.2. Notice and Cure. On the occurrence of an event of default by either party, the non-defaulting party shall serve written notice of such default on the defaulting party. If the default is not cured by the defaulting party within thirty (30) days after service of such notice of default, the non-defaulting party may then commence any legal or equitable action to enforce its rights under this Agreement; provided, however, that if the default cannot be cured within the thirty (30) day period, the non-defaulting party shall refrain from any such legal or equitable action so long as the defaulting party begins to cure such default within the thirty (30) day period and makes reasonable progress toward curing such default. Failure to give notice shall not constitute a waiver of any default.

12.3. Procedure for Default by Developer. If the County alleges that the Developer is in default under this Agreement, then after notice and expiration of the cure period described in paragraph 12.2, above, if the Developer has not cured the alleged default, County may institute legal proceedings against Developer pursuant to this Agreement or give owner written notice of intent to terminate or modify this Agreement pursuant to section 65868 of the California Government Code. Following notice of intent to terminate or modify as provided above, the matter shall be scheduled for consideration and review in the manner set forth in sections 65867 and 65868 of the Government Code within thirty (30) days following the date of delivery of such notice. Following consideration of the evidence presented in such review before the Board of Supervisors and a determination, on the basis of substantial evidence, by a majority vote of the Board of Supervisors that a default by Developer has occurred, County may (i) give written notice of termination of this Agreement to Owner, and this Agreement shall thereafter deemed terminated as of the date of delivery of that notice or (ii) propose a modification to the Agreement, which modification shall be adopted as provided in Section 11 of this Agreement if it is acceptable to all parties. Termination of this Agreement shall not render invalid any action taken by either party in good faith prior to the date on which the termination becomes effective. This paragraph shall not be interpreted to constitute a waiver of section 65865.1 of the California Government Code, but merely to provide the procedure by which the parties may take the actions set forth in such Section 65865.1.

12.4. Procedure for Default by County. If County is alleged by Developer to be in default under this Agreement, Developer may seek to enforce the terms of this Agreement by an action at law or in equity, including, without limitation, by specific performance.

12.5. Estoppel Certificate. Either party may, at any time, and from time to time, request written notice from the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (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 so amended, identifying the amendments, and (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. A party receiving a written request under this Section shall execute and return such certificate within sixty (60) days following the receipt thereof, or such longer period as may reasonably be agreed to by the parties. County Manager shall be authorized to execute any certificate requested on behalf of County. Failure to execute such an estoppel certificate shall not be deemed a default.

13. Severability. The unenforceability, invalidity, or illegality of any provision, covenant, condition, or term of this Agreement shall not render the other provisions unenforceable, invalid, or illegal, except that if it is determined in a final judgment by a court of competent jurisdiction that Developer's rights are not vested in the manner and to the extent agreed to in this Agreement, then the Parties shall meet and confer in a good faith attempt to agree on a modification to this Agreement that shall fully achieve the purposes hereof. If such a modification cannot be agreed on, then Developer or County may terminate this Agreement on 90-days' written notice to the other Party.

14. Transfers and Assignments.

14.1. Right to Assign. Developer's rights under this Agreement may be transferred, sold, or assigned in conjunction with the transfer, sale, or assignment of all or a portion of the Property subject to this Agreement at any time during the term of this Agreement; provided that, except as provided in this Agreement, no transfer, sale, or assignment of Developer's rights hereunder shall occur without prior written notice to the County and the written consent of the County Board of Supervisors. Any assignee/transferee shall be bound by the terms of this Agreement.

14.2. Release Upon Transfer. Upon the transfer, sale, or assignment of Developer's rights and interests hereunder pursuant to the preceding subparagraph of this Agreement, Developer shall be released from the obligations under this Agreement with respect to the Property transferred, sold, or assigned, arising after the date of Board of Supervisors approval of such transfer, sale, or assignment; provided, however, that if any transferee, purchaser, or assignee approved by the Board of Supervisors expressly assumes the obligations of Developer under this Agreement, Developer shall be released with respect to all such assumed obligations. In any event, the transferee, purchaser, or assignee shall be subject to all the provisions of this Agreement and shall provide all necessary documents, certifications, and other necessary information before Board of Supervisors approval.

14.3. Pre-Approved Transfers. Any transfer of any interest in the Project or the Property by Developer to an entity that is an affiliate of the Developer is permitted.

14.4. Foreclosure. Nothing contained in this Section 14 shall prevent a transfer of the Property, or any portion of the Property, to a lender as a result of a foreclosure or deed in lieu of foreclosure, and any lender acquiring the Property, or any portion of the Property, as a result of foreclosure or a deed in lieu of foreclosure shall take such Property subject to the rights and obligations of Developer under this Agreement; provided, however, in no event shall such lender be liable for any defaults or monetary obligations of Developer arising before acquisition of title to the

Property by such lender, and provided further, in no event shall any such lender or its successors or assigns be entitled to a building permit or occupancy certificate until all fees due under this Agreement (relating to the portion of the Property acquired by such lender) have been paid to County.

15. Agreement Runs with the Land. Except as otherwise provided in this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding on, and inure to the benefit of, the parties and their respective heirs, successors, and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion of the Property, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, California Civil Code Section 1468. Each covenant to do, or refrain from doing, some act on the Property under this Agreement, or with respect to any owned property, (1) is for the benefit of such properties and is a burden on such properties, (2) runs with such properties, and (3) is binding on each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden on each party and its property hereunder and each other person succeeding to an interest in such properties

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

17. Indemnification. Developer agrees to indemnify and hold harmless County, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs, and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or negligent omissions by the Developer, or any actions or negligent omissions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Project.

18. Force Majeure. In addition to any specific provisions of this Agreement, performance of obligations under this Agreement shall be excused and the term of this Agreement shall be similarly extended during any period of delay caused at any time by reason of acts of God such as floods, earthquakes, fires, or similar catastrophes; wars, riots, or similar hostilities; strikes and other labor difficulties beyond the party's control; shortage of materials; the enactment of new laws or restrictions imposed or mandated by other governmental or quasi-governmental entities preventing this Agreement from being implemented; litigation involving this Agreement or the Project Approvals, which delays any activity contemplated under this Agreement; or other causes beyond a party's control. County and Developer shall promptly notify the other party of any delay under this Agreement as soon as possible after the delay has been ascertained.

19. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, by overnight delivery or by facsimile.

Notices required to be given to County shall be addressed as follows:

Steve Monowitz
Community Development Director
455 County Center, 2nd Floor
Redwood City, CA 94063
Telephone No: (650) 363-4161, (650) 599-7311
Facsimile No: (650) 363-4849

With Copy to:

Office of the San Mateo County Counsel
Attn: John Nibbelin, Chief Deputy
400 County Center, 6th Floor
Redwood City, CA 94063
Telephone No.: (650) 363-4757
Facsimile No.: (650) 363-4034

Notices required to be given to Developer shall be addressed as follows:

David J. Byers, Esq.
BYERS / RICHARDSON LAWYERS
260 West MacArthur Street
Sonoma, CA 95476-7426
Telephone No. (650) 759-3375
Facsimile No. (707) 721-1469

A party may change its address for notices by giving notice in writing to the other party, and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received on the earlier of personal delivery, or if mailed, on the expiration of 48 hours after being deposited in the United States Mail or on the delivery date or attempted delivery date shown on the return receipt, air bill, or facsimile.

20. Agreement Is Entire Understanding. This Agreement is executed in four duplicate originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the parties.

21. Exhibits. The following documents are referred to in this Agreement and are attached to this Agreement and incorporated herein by reference as though set forth in full:

Exhibit A: Legal Description of Property
Exhibit B: Project Approvals
Exhibit C: Topography of Southern Parcel
Exhibit D: Topography of Northern Parcel
Exhibit E: Vesting Tentative Map (Date)
Exhibit F: Grading and Erosion Control Plan
Exhibit G: Landscaping Plan
Exhibit H: "Riparian and Waters/Wetland Ecosystem Restoration Final Basis of Design Report (also added to Attachment B of the EIR Addendum)
EXHIBIT I: As-Conditioned Phasing Plan

22. Recordation of Development Agreement, Amendment, or Cancellation.
Within ten (10) days after the Effective Date of this Agreement, the Developer shall submit a fully-executed original of this Agreement for recording with the County Recorder. If the parties to the Agreement or their successors-in-interest amend or cancel the Agreement or if the County terminates or modifies the Agreement for failure of the Developer to comply in good faith with the terms or conditions of the Agreement, either party may submit for recording the notice of such action with the County Recorder.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Agreement to be executed as of the date and year first above written.

County of San Mateo

Big Wave, LLC

By: _____

By: _____

Big Wave Group

APPROVED AS TO FORM:
Byers / Richardson

By: _____

David J. Byers

San Mateo County Counsel

NOTARIAL ACKNOWLEDGMENT ATTACHED

EXHIBIT A: Legal Description of the Property

EXHIBIT B: Project Approvals, dated May 15, 2015

EXHIBIT C: Topography of Southern Parcel

EXHIBIT D: Topography of Northern Parcel

EXHIBIT E: Vesting Tentative Map, January 10, 2015

EXHIBIT F: Grading and Erosion Control Plan

EXHIBIT G: Landscaping Plan

EXHIBIT H: Riparian and Waters/Wetland Ecosystem Restoration Final Basis of Design Report (also added to Attachment B of the EIR Addendum)

EXHIBIT I: ~~As-Conditioned~~ Revised Phasing Plan

EXHIBIT J: Revised Project Findings and Condition of Approval, dated ~~July~~ September 4, 2018,

COUNTY OF SAN MATEO
PLANNING AND BUILDING DEPARTMENT

REVISED FINDINGS AND CONDITIONS OF APPROVAL

Permit File Number: PLN 2013-00451 Board Meeting Date: ~~June 27, 2017~~ July 23, 2019
Original Board Approval Date: May 19, 2015

Prepared By: Camille Leung
Project Planner

Adopted By: Board of Supervisors

FINDINGS:

Regarding Environmental Review, Found:

1. That the Addendum and Final Addendum to the Certified 2010 Big Wave Wellness Center and Office Park Project Draft Environmental Impact Report (EIR) and Final EIR (2010 EIR) for the Big Wave North Parcel Alternative Project (Big Wave NPA Project) (Addendum), as reviewed by the Board of Supervisors at its meeting of May 19, 2015 and July 23, 2019, is complete, correct and adequate, and prepared in accordance with the California Environmental Quality Act (CEQA) and applicable State and County Guidelines. In particular, the County is specifically relying on information contained in the previously certified Draft EIR and Final EIR to make findings regarding approval of the Big Wave NPA Project and proposed modifications received on May 3, 2017. The County, as the Lead Agency, followed procedures required by CEQA, such that the public was provided meaningful opportunities to comment regarding potential environmental effects of the project.
2. That, on the basis of the Addendum, no substantial evidence exists that the project and proposed modifications received on May 3, 2017 and July 23, 2019, as proposed, mitigated, and conditioned, will have a significant effect on the environment. The Addendum concludes that the project, as proposed and mitigated, will result in impacts that are less than significant including, but not limited to, those outlined below. Potential impacts from the proposed modifications received on May 3, 2017 and July 23, 2019 will also result in impacts that are less than significant including the following:
 - a. Aesthetics: Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that Mmaximum building heights are reduced from 45 to 33 feet and the number of office buildings is reduced from eight to five. No Office Park or Wellness Center buildings are proposed on the south parcel where most of the land would remain undeveloped. The visual character of the site is retained by a significant reduction in the proposed

density. Visual simulations of project development prepared by Environmental Vision show that skyline views of the Pillar Point Bluff ridgeline from community vantage points are not interrupted by project buildings. With the implementation of Mitigation Measure AES-4 of the Addendum, project impacts would be reduced to a less-than-significant level. Regarding potential impacts of the proposed modifications received on May 3, 2017 and July 23, 2019, for the 5 approved Office Park buildings, changes to the phasing schedule would have identical impacts as those discussed in the EIR Addendum. As described in the staff report, the proposed Phase 1 building is larger than either of the approved Buildings 1 and 2 of the Wellness Center but would result in a reduced overall building frontage along Airport Street and is comparable to the overall size of approved Building 3. The frontage as viewed from Airport Street matches Office Park frontages and its proposed U-shape design breaks up the boxy mass of the building. Additionally, landscaping as required by the conditions of approval would screen and soften the building. As conditioned and mitigated, the proposed change would not result in a significant visual impact from Highway 1 or Airport Street. Therefore, as proposed and conditioned, the proposed site plan and landscaping changes would not result in significant aesthetic impacts. If only some of the project buildings are built, project buildings would not be as clustered and open spaces may be segmented, with project landscaping and farming of open spaces providing screening and softening of views. Additionally, overall aesthetic impacts would be reduced as fewer buildings would be visible from the Cabrillo Highway County Scenic Corridor, view impacts would decrease, and exterior light sources would decrease. Therefore, under a partial building-out scenario, these impacts would not be considered significant due to other benefits associated with a reduced project scale.

- b. Agricultural Resources: Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that No Office Park or Wellness Center buildings are proposed on the south parcel. Roughly 3 acres of land on the south parcel would remain undeveloped, allowing for continued agricultural use by the Wellness Center as organic gardening. Loss of land available to agriculture is thereby reduced. The project would have a less-than-significant impact in this area. No mitigation measures are necessary. Regarding potential impacts of the proposed modifications received on May 3, 2017 and July 23, 2019, under a partial build-out scenario, the proposed modification to the phasing schedule may result in gaps of undeveloped space between constructed buildings and would not ensure contemporaneous clustering of constructed Office Park buildings, as would occur under the approved phasing schedule. However, total acreage of land farmed would remain the same. Therefore, impacts of the proposed modification to agricultural resources would be not be considered significant.

- c. Air Quality: Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that the 2015 project has reduced office space and fewer buildings, and parking spaces than the 2010 Project. Exhaust emissions from construction equipment and Office Park employee vehicles are reduced. A reduction in project grading from 22,445 cubic yards of cut and 26,050 cubic yards of fill to 735 cubic yards of cut and fill with 16,400 cubic yards of gravel import would reduce air pollutants, including dust, associated with earth movement. Elimination of the on-site wastewater treatment plant further removes an emission source from the project. With the implementation of Mitigation Measure AQ-2 of the Addendum, project impacts would be reduced to a less-than-significant level. Regarding the potential impacts of the proposed modifications received on May 3, 2017 and July 23, 2019, the mitigation measure would continue to be implemented and potential impacts to air quality would remain at a less-than-significant level.
- d. Biological Resources: Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that the development footprint is reduced, resulting in increased setback distances from the Pillar Point Marsh wetland from 100 feet to 150 feet. Fewer buildings, smaller parking areas, and increased wetland setbacks reduce the potential for polluted runoff to enter wetlands. Eliminating use of recycled wastewater on-site eliminates potential for saturated soils to indirectly affect biological resources of Pillar Point Marsh by altering the quantity or quality of drainage entering the marsh. With the implementation of biological mitigation measures contained in the Addendum, project impacts would be reduced to a less-than-significant level. Regarding the potential impacts of the proposed modifications received on May 3, 2017 and July 23, 2019, mitigation measures would continue to be implemented and potential impacts to biological resources would remain at a less-than-significant level. While the completion of wetland restoration would be delayed by approximately 3 years, the long-term benefits of the wetland restoration would not be reduced.
- e. Cultural Resources: Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that Archaeological resources on the south parcel continue to be protected as undeveloped land that would be owned and managed by the Wellness Center. With the implementation of cultural mitigation measures of the Addendum, project impacts would be reduced to a less-than-significant level. Regarding the potential impacts of the proposed modifications received on May 3, 2017 and July 23, 2019, mitigation measures would continue to be implemented and potential impacts to cultural resources would remain at a less-than-significant level.
- f. Geology and Soils: Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that Rough grading and disturbance of project soils have been reduced from 22,445 cubic yards of cut and 26,050 cubic yards of fill to 735 cubic yards of cut and fill with 16,400 cubic yards of

gravel import. The potential for soil erosion and loss of topsoil is reduced. Same site conditions of expansive soil and seismic risks occur. With the implementation of geological mitigation measures of the Addendum, project impacts would be reduced to a less-than-significant level. Regarding the potential impacts of the proposed modifications received on May 3, 2017, mitigation measures would continue to be implemented and potential impacts to geology and soils would remain at a less-than-significant level.

- g. Hazards: Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that ~~R~~residential housing in Wellness Center buildings are located at 35 feet NGVD or higher, approximately 6 feet above the tsunami inundation level of 28 feet NGVD. Exposure of Wellness Center residents to potential tsunami wave run-up is reduced by raising bedrooms above the potential maximum wave height. With the implementation of hazard mitigation measures of the Addendum, project impacts would be reduced to a less-than-significant level. Regarding the potential impacts of the proposed modifications received on May 3, 2017 and July 23, 2019, mitigation measures would continue to be implemented and potential hazards would remain at a less-than-significant level.
- h. Hydrology and Water Quality: Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that ~~E~~elimination of the on-site wastewater treatment and reuse from the project removes the potential for soils to become saturated with recycle water and the potential effect on the high ground water table. The amount of impervious and pervious surfaces is reduced by fewer buildings and reduced parking spaces resulting in a reduced volume of stormwater runoff. Potential water quality issues associated with use of treated wastewater on-site are eliminated. With the implementation of hydrological mitigation measures of the Addendum, project impacts would be reduced to a less-than-significant level. Regarding the potential impacts of the proposed modifications received on May 3, 2017 and July 23, 2019, mitigation measures would continue to be implemented and potential impacts to hydrology and water quality would remain at a less-than-significant level.
- i. Land Use: Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that ~~P~~project changes reduce conflicts with Local Coastal Program policies concerning public services, traffic and public access, protection of wetland and sensitive habitats, visual resources, and hazards. Project changes eliminate a public commercial storage building from the portion of the project property within the Half Moon Bay Airport Overlay Zone. With the implementation of land use mitigation measures of the Addendum, project impacts would be reduced to a less-than-significant level. Regarding the potential impacts of the proposed modifications received on May 3, 2017 and July 23, 2019. The proposed modifications would increase project land use compatibility by increasing the setback between the

Wellness Center and the Pillar Ridge Manufactured Home Community from 65 feet to 70'2" feet, ~~m~~Mitigation measures would continue to be implemented and potential impacts to land use would remain at a less-than-significant level.

- j. Noise: Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that ~~N~~noise levels from project construction activity, mechanical equipment on building rooftops, and project vehicle traffic are all reduced commensurate with the reduced scale in development from the 2010 Project. With the implementation of Mitigation Measure NOISE-1 of the Addendum, project impacts would be reduced to a less-than-significant level. Regarding the potential impacts of the proposed modifications received on May 3, 2017 and July 23, 2019, The proposed modifications would reduce project noise impacts to the Pillar Ridge Manufactured Home Community during construction and operation by increasing the setback from 65 feet to 70'2" feet. ~~m~~Mitigation measures would continue to be implemented and potential noise impacts would remain at a less-than-significant level.
- k. Population/Housing: Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that ~~R~~reduced project scale reduces the number of Office Park employees on the project site resulting in a slightly reduced potential demand for project-related housing. The project would have a less-than-significant impact in this area. No mitigation measures are necessary. Regarding the potential impacts of the proposed modifications received on May 3, 2017 and July 23, 2019, potential impacts to population and housing would remain at a less-than-significant level.
- l. Public Services and Recreation: Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that ~~D~~demand for public services is reduced commensurate with the reduction in project scale from the 2010 Project. With the implementation of public service mitigation measures of the Addendum, project impacts would be reduced to a less-than-significant level. Regarding the potential impacts of the proposed modifications received on May 3, 2017 and July 23, 2019, mitigation measures would continue to be implemented and potential impacts to public services and recreation would remain at a less-than-significant level.
- m. Transportation and Traffic: Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that ~~A~~an updated traffic report prepared by Hexagon Transportation Consultants indicates the change in project scale, specifically the reduction in office space from 225,000 sq. ft. to 189,000 sq. ft. (now 176,000 sq. ft.) which results in fewer project vehicle trips: from 2,123 daily trips to 1,479 daily trips. The adopted mitigation measure addressing improvement of the Capistrano Road and Highway 1 intersection is still necessary. With the implementation of transportation mitigation measures of the Addendum, project impacts would be reduced to a less-than-significant

level. Regarding the potential impacts of the proposed modifications received on May 3, 2017 and July 23, 2019, the modified proposal would continue to prohibit development beyond the amount that was identified by the EIR as triggering the need for a controlled intersection at Highway 1 and Cypress Avenue until the mitigation is installed or constructed. ~~The County notes that Caltrans may not allow the mitigation measure to be installed or constructed until traffic volumes meet warrants for a controlled intersection and that the existing conditions allow for the project to proceed without a signal or roundabout. In such an instance, the installation of a signal or roundabout would be postponed until required traffic reports identify that warrants have been met. As this existing approach is maintained by the proposed amendment, mitigation measures would continue to be implemented and potential transportation and traffic impacts would remain at a less-than-significant level.~~

3. That the mitigation measures identified in the Final Addendum and as revised here, agreed to by the applicant, placed as conditions on the project, and identified as part of this public hearing, have been incorporated into the Mitigation Monitoring and Reporting Plan in conformance with California Public Resources Code Section 21081.6. Compliance with the conditions of approval listed below, which incorporate all mitigation measures of the Addendum, shall be monitored and confirmed according to implementation deadlines as specified within each condition. Given compliance with the conditions of approval, a Mitigation Monitoring and Reporting Program is not necessary.
4. That the Addendum and these findings reflect the independent judgment of San Mateo County.

Regarding the Major and Minor Subdivision, Found:

5. That, in accordance with Section 7013.3.b of the County Subdivision Regulations, the tentative maps, together with the provisions for their design and improvement, are consistent with the San Mateo County General Plan. The project has been reviewed by the Environmental Health Division, the Planning and Building Department, Department of Public Works, and the Office of the County Counsel and has been found to comply with the design and improvement requirements of the Subdivision Regulations.
6. That the site is physically suitable for the type and proposed density of development. As discussed in the EIR Addendum, the project, as proposed and mitigated, would not result in any significant impacts to the environment. As described in Sections F.1 and F.4 of the staff report, the project complies with both the General Plan land use density designation and applicable Zoning Regulations. As described in Section F.7 of the staff report, the project has been conditioned to minimize grading and comply with mitigation measures of the EIR, as listed in

Condition No. 4, below, that minimize geotechnical, tsunami hazards and other hazards to the project site and immediate vicinity.

7. That the design of the subdivision and the proposed improvements are not likely to cause serious public health problems, substantial environmental damage, or substantially injure fish or wildlife or their habitat. Mitigation measures included as conditions of approval reduce project impacts to hydrology, water quality, and biological resources, to less-than-significant levels.
8. That the design of the subdivision and the proposed improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision. Per Condition No. 69, an existing 20-foot wide access and utility easement along the north side of the northern parcel shall be shown on the Final Map. The project would not change the boundaries of or impede access to this existing easement.
9. That the design of the subdivisions provides, to the extent feasible, for future passive or natural heating or cooling opportunities. As described in the Addendum, project buildings would be heated by solar power.
10. That the discharge of waste from the proposed subdivision into an existing community sewer system would not result in violation of existing requirements prescribed by a State Regional Water Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the State Water Code. The project includes a connection to GCSD to treat 15,500 gpd of wastewater. As discussed in the Final Addendum, there is adequate capacity to treat project-related wastewater.
11. That the land is not subject to a contract entered into pursuant to the California Land Conservation Act of 1965 ("the Williamson Act").
12. That, per Section 7005 of the San Mateo County Subdivision Regulations, the proposed subdivisions would not result in a significant negative effect on the housing needs of the region. By providing a substantial number of new job opportunities along with a moderate supply of new housing, the proposed project would not only provide jobs to employ future project residents, but also provide additional jobs to employ existing and future residents in the surrounding community. The Addendum concludes that impacts related to population growth associated with project operations would therefore be less than significant and no mitigation measures are required. Therefore, the project would not result in a negative effect on regional housing needs.

Regarding the Coastal Development Permit, Found:

13. That the project and proposed modifications received on May 3, 2017, and July 23, 2019, as described in the application and accompanying materials, and as conditioned in accordance with Section 6328.14, conforms with the plans, policies,

requirements and standards of the San Mateo County Local Coastal Program (LCP). Planning and Building Department staff consulted with California Coastal Commission (CCC) staff regarding the scope of the changes and process for review. Based on the scope of the proposed changes and consultation with the CCC, the Director has determined that a Minor Modification process is appropriate for making the proposed changes to the approved permits, including the Coastal Development Permit (CDP). Project compliance with applicable policies of the LCP is summarized below, and addressed in detail by the staff report that accompanies these findings:

- a. The project and proposed modifications received on May 3, 2017 and July 23, 2019, as proposed and conditioned, complies with applicable policies of the Locating and Planning New Development Component. The proposed development will be located in an urban area, and the project meets the general objective of infill among other ways by being served by a public sewer district and water district.
- b. The project and proposed modifications received on May 3, 2017 and July 23, 2019, as proposed and conditioned, complies with applicable policies of the Housing Component in that it would provide affordable housing opportunities for disabled adults who reside in the San Mateo County Coastal Zone, and housing would maintain a sense of community character by being of compatible scale, size and design.
- c. The project and proposed modifications received on May 3, 2017 and July 23, 2019, as proposed and conditioned, complies with applicable policies of the Energy Component in that the project incorporates the on-site use of non-polluting alternative energy resources, including energy produced from solar voltaics.
- d. The project, as proposed and conditioned, complies with applicable policies of the Agriculture Component in that the project is not located in an area designated for agricultural use and the project includes on-site agricultural uses.
- e. The project and proposed modifications received on May 3, 2017 and July 23, 2019, as proposed and conditioned, complies with applicable policies of the Sensitive Habitats Component in that it will not result in significant impacts to special-status species, sensitive natural communities, protected wetlands, wildlife movement and habitat connectivity, or result in cumulative adverse impacts to biological resources. The project, as proposed and conditioned, incorporates a 150-foot wetland buffer zone on each project parcel, complies with permitted uses in wetlands and buffer zones, and will not result in significant impacts to the Pillar Point Marsh. Implementation of the mitigation measures of the Addendum is adequate to protect the California red-legged frog and the San Francisco garter snake within the project vicinity from harm.

- f. The project and proposed modifications received on May 3, 2017 and July 23, 2019, as proposed and conditioned, complies with applicable policies of the Visual Resources Component in that the project would not result in any significant impacts to public views or scenic vistas, scenic resources, or the existing character or quality of the site and its surroundings, would not obstruct views of the Pillar Point Bluff ridgeline and the skyline, and complies with applicable design criteria of the County's Community Design Manual.
- g. The project and proposed modifications received on May 3, 2017 and July 23, 2019, as proposed and conditioned, complies with applicable policies of the Hazards Component in that first-floor elevations of the Wellness Center buildings will be 35 feet NGVD or higher, which is above the estimated tsunami inundation level. Required mitigation measures and compliance with applicable regulations reduce project impacts related to geology and soils leveling in a manner consistent with LCP requirements.
- h. The project and proposed modifications received on May 3, 2017 and July 23, 2019, as proposed and conditioned, complies with applicable policies of the Shoreline Access Component of the LCP, and the Public Access and Recreation policies contained in Chapter 3 of the Coastal Act of 1976 in that it will enhance public opportunities for coastal recreation and shoreline access in the construction of a Class 1 trail along Airport Street, complies with coastal access public parking requirements, and discourages off-trail access within the 150-foot wetland buffer zone and drainage, and does not displace any visitor-serving commercial recreational facilities. The construction of the segment of the Coastal Trail along the project frontage has been delayed due to challenges in designing, permitting, and constructing the trail on the east side of Airport Street, including resolving issues related to with Federal Aviation Administration (FAA) restrictions, potential wetland and biological impacts, and how it will affect parking along Airport Street. However, as conditioned, funds for trail construction would be paid by Big Wave and can be held by the County until final trail alignment and design are determined and the trail can be constructed. Also, under the current requirements, Big Wave would still be required to install a 5-foot wide pedestrian sidewalk on the west side of Airport Street along the entire length of its properties.

Regarding the Use Permit, Found:

- 14. Based on the scope of the proposed changes, the Director has determined that proposed modifications reviewed on July 23, 2019 are consistent with the findings made by the Board of Supervisors on May 19, 2015 for the Big Wave NPA project and, therefore, a Minor Modification process is appropriate for making the proposed changes to the approved permits, including the Design Review Permit.
 - a. Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that ~~That~~ the modern sanitarium component of the

Wellness Center and its accessory uses are “found to be necessary for the public health, safety, convenience or welfare.” As discussed in the staff report with regard to LCP Policy 3.5 (*Regional Fair Share*), the project helps to meet the need within the unincorporated areas of the County for affordable housing, as allocated by the Association of Bay Area Governments (ABAG), and for housing for the disabled as identified in the County’s 2014-2022 Housing Element. As proposed and conditioned, the project would provide affordable housing for 70 persons, including 50 developmentally disabled adults, thereby helping to bridge the gap between the need for affordable housing and the supply of affordable housing in the County unincorporated area.

- b. Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that ~~that~~ the establishment, maintenance and/or conducting of the proposed uses within the Airport Overlay (AO) Zoning District will not, under the circumstances of the particular case, result in a significant adverse impact to coastal resources, or be detrimental to the public welfare or injurious to property or improvements in said neighborhood. The maximum occupancy of land within the AO District over both project sites is 126 persons at any one time. Due to the intermittent use of both private and public parking uses, it is reasonable to anticipate no more than 126 persons within the AO Zone at any one time. As proposed and conditioned, the project would incorporate disclosures and mitigations adequate to address the concerns expressed by the Federal Aviation Administration, including Condition Nos. 4.s and 47 through 50 which minimize noise impacts to Wellness Center residents and Condition No. 4.s which protects airport operations from potential noise complaints from Wellness Center residents.
- c. Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that ~~that~~ the proposed use in the Coastal Zone is consistent with the policies and standards of the San Mateo County Local Coastal Program (LCP), as the project complies with applicable policies, including those of the Visual Resources, Housing, Hazards, Sensitive Habitats, and Shoreline Access Components of the LCP.

Regarding the Design Review, Found:

- 15. Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that ~~that~~ the project has been reviewed by the Coastside Design Review Committee (CDRC) over five meetings. On December 18, 2014, the CDRC found that, while the applicant has responded to some previously recommended design changes, the project has remained out of scale and out of character with the Princeton community and lacks adequate design work at all levels from schematic to detail, which should have been undertaken by a licensed design professional with substantial experience in projects of this scope, complexity and community impact. As detailed in this report, Planning staff of the Planning and Building

Department has found that the project, as proposed and conditioned and as reduced further in size by 13,000 sq. ft. of business space, is in compliance with the standards for review listed in Section 6565.7 of the Design Review (DR) Zoning District Regulations, guidelines applicable to Princeton and the Coastal Zone, and the design criteria of the Community Design Manual. Condition No. 4.aa requires the property owner(s) to implement design changes that would result in additional façade articulation and further break up large paved areas, increasing project conformance with applicable design review guidelines. Based on the scope of the proposed changes, the Director has determined that proposed modifications reviewed on July 23, 2019 are consistent with the findings made by the Board of Supervisors on May 19, 2015 for the Big Wave NPA project and, therefore, a Minor Modification process is appropriate for making the proposed changes to the approved permits, including the Design Review Permit.

Regarding the Grading Permit, Found:

16. Based on the scope of the proposed changes, the Director has determined that proposed modifications reviewed on July 23, 2019 are consistent with the findings made by the Board of Supervisors on May 19, 2015 for the Big Wave NPA project and, therefore, a Minor Modification process is appropriate for making the proposed changes to the approved permits, including the Grading Permit.
 - a. Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that ~~That~~ the granting of the permit to perform 735 cubic yards (cy) of cut for utility trenching and 16,400 cy of imported gravel will not have a significant adverse effect on the environment. As discussed in the Addendum, the project, as conditioned, would not result in significant environmental impacts including, but not limited to, those related to erosion, surface water quality, and geology and soils.
 - b. Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that ~~That~~ the project conforms to the criteria of Chapter 8, Division VII, San Mateo County Ordinance Code, including the standards referenced in Section 8605. The project, as proposed and conditioned, conforms to the standards in the Grading Regulations, including timing of grading activity, erosion and sediment control, and dust control. The project has been reviewed and approved by the County's Department of Public Works and the Planning and Building Department's Geotechnical Engineer.
 - c. Regarding the Big Wave NPA project, on May 19, 2015, the Board of Supervisors found that ~~That~~ the project is consistent with the General Plan. The County General Plan land use designations for the property are General Industrial and General Open Space. As proposed and conditioned, the project complies with applicable policies of the General Plan.

REVISED CONDITIONS OF APPROVAL

Revised as shown in tracked changes format, below

General Project Conditions

1. This approval applies only to the proposal, documents and plans described in this report and submitted to and approved by the Board of Supervisors on May 19, 2015, ~~and proposed modifications approved received~~ approved received on May 3, 2017, ~~and proposed modifications approved on July 23, 2019~~. Minor deviations are expected in order to meet tenant operational requirements (e.g., introduction of a roll-up door where plans show a window and door). Substantial changes to the approved plan (e.g., increase in the number of stories or substantial change in height or size), as determined by the Community Development Director, require a major amendment to the Design Review Permit and are subject to separate permitting. The introduction of any uses not expressly authorized by this permit, specifically General Office, Research and Development, Light Manufacturing, and Storage Uses (referred to as “business space,” all indoors), or any intensification of use, are subject to separate permitting.
2. This subdivision approval is valid for two years unless a longer period of validity is provided pursuant to a development agreement or other means, during which time a Final Map (“Final Map”) for the Major Subdivision (Office Park) and a Parcel Map for the Minor Subdivision (Wellness Center) shall be filed and recorded. An extension to this time period in accordance with Section 7013.5.c of the Subdivision Regulations may be issued by the Planning and Building Department upon written request and payment of any applicable extension fees.

If there is no development agreement and the property owner(s) satisfy the subdivision map recordation requirements within the 2-year timeframe (plus any requested extensions) then the subdivision remains in perpetuity. If the subdivision is recorded but no construction or grading is initiated within the CDP permit expiration date of 2 years and the CDP is not extended, then the CDP expires and project grading and construction authorized by the permit cannot take place. If the project (e.g., grading/construction) is initiated but determined not to have been “diligently pursued,” then permits expire at the time of this determination by the County.

3. Use Permits for the Office Park and Wellness Center developments are subject to separate monitoring and/or renewal procedures, as described below:

Use Permit for the Wellness Center, Parking Uses in the Airport Overlay (AO) Zoning District, and Boat Storage Uses: The Use Permit authorizes only those uses as described in the staff report dated May 19, 2015 and approved by the Board of Supervisors on May 19, 2015 for a sanitarium specifically for developmentally disabled adult housing, recreation, and employment; parking uses

in the AO Zoning District; and the outdoor boat storage use. This use permit shall be subject to regular administrative reviews for compliance. Administrative reviews, including payment of the applicable fee to the County, shall be required to ensure compliance with the conditions of approval every year for the first two (2) years of operation of the Wellness Center, parking, and boat storage, respectively. If the facility is determined to be in compliance for the first two (2) years of their respective operation, then subsequent administrative reviews will be required every two (2) years up to ten (10) years. Administrative reviews shall monitor compliance with all conditions of approval, with emphasis on monitoring compliance with Condition No. 21 (full implementation of approved wetlands restoration and habitat creation on both project sites).

Current Planning Section Conditions

4. The property owner(s) shall comply with all mitigation measures listed below (which are derived from the Final Addendum made available to the public on November 5, 2014):

- a. **Mitigation Measure AES-4: Light Impacts to Day or Nighttime Views in the Area.**

Prior to the approval of final project plans, a detailed lighting plan shall be submitted to the San Mateo County Community Development Director for review and approval, consistent with the County's requirements. The lighting plan shall prohibit light spillover across property lines and limit lighting to the minimum necessary for security and exterior lighting purposes, as determined by the Community Development Director. All lighting shall be designed to be compatible with surrounding development. The project shall not propose light sources that are atypical of the surrounding environment.

Reflective glass or other glaring building materials shall be prohibited. The exterior of the proposed building shall be constructed of non-reflective materials such as, but not limited to: high-performance tinted non-reflective glass, metal panel, and pre-cast concrete or cast in-place or fabricated wall surfaces. The proposed materials shall be reviewed and approved by the Community Development Director prior to approval of the Final Map.

- b. **Mitigation Measure AQ-2: Construction Emissions.**

The property owner(s) shall require all grading and construction contractor(s) to implement a dust control program. The program shall be applied to all construction activities involving grading, excavation, and use of unpaved areas for staging, extensive hauling of materials, or building demolition. The dust control program shall include the following measures:

- Water all active construction areas at least twice daily.

- Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least 2 feet of freeboard.
- Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites.
- Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at construction sites.
- Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets.
- Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for 10 days or more).
- Enclose, cover, water twice daily, or apply (non-toxic) soil binders to exposed stockpiles (dirt, sand, etc.).
- Limit traffic speeds on unpaved roads to 15 miles per hour (mph).
- Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
- Replant vegetation in disturbed areas as quickly as possible.
- Install wheel washers or wash off the tires or tracks of all trucks and equipment leaving the site.
- Limit the area subject to excavation, grading, and other construction activity at any one time.
- 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). Clear signage shall be provided for construction workers at all access points.
- Post a publicly visible sign with the name and telephone number of the construction contractor and San Mateo County staff person to contact regarding dust complaints. This designated construction contractor staff member shall respond and take corrective action within 48 hours. The publicly visible sign shall also include the contact phone number for the Bay Area Air Quality Management District ("BAAQMD") to ensure compliance with applicable regulations.

c. Mitigation Measure BIO-1a: Special-Status Species.

A qualified biologist (hereafter, biological monitor) capable of monitoring projects with potential habitat for western pond turtle (WPT), San Francisco garter snakes (SFGS), and California red-legged frogs (CRLF) shall be present at the site, prior to any disturbance activities, as follows:

- Prior to and within three (3) days of installation of exclusion fencing (type to be determined through consultation with the California Department of Fish and Wildlife ("CDFW") and the United States Fish and Wildlife Service ("USFWS"), the monitor shall survey the location for the installation for the presence of WPT, SFGS and CRLF. In addition, should any burrows be observed, the burrows shall be inspected by the biologist to determine if any are being used by any of the species. Should any of these species be observed, the area shall be vacated and re-inspected in one week. If no animal use is noted, the burrows shall be carefully excavated using a small trowel or shovel. Careful prodding using a blunt object will aid in determining the course of the tunnel such that the tunnel is excavated from the sides rather than the top, reducing the potential for any injury should an animal be present. Excavated burrows with no WPT, CRLF or SFGS shall be left open so they cannot be reoccupied. If any non-listed species are located, they shall be translocated outside of the construction zone. Should any individual WPT, CRLF or SFGS be found during the field survey or excavation, the area where that individual has been found shall remain undisturbed. If any life stage of the WPT, SFGS or CRLF is found during these surveys or excavations, the CDFW and the USFWS shall be contacted immediately, and activities that could result in take shall be postponed until appropriate actions are taken to allow project activities to continue.
- During installation of grading and construction zone exclusion fencing, the biological monitor shall be present and will oversee the installation of all grading and construction fencing. The exclusionary fencing shall be installed on one parcel site first so that if any animals are within the grading and construction zone, they will have the opportunity to move out of the area freely.

Immediately following installation of exclusion fencing, the biological monitor shall survey the enclosed grading and construction zone for the presence of WPT, SFGS and CRLF. If any life stage of the SFGS or CRLF is found during these surveys, the CDFW and the USFWS shall be contacted immediately, and activities that could result in take shall be postponed until appropriate actions are taken to allow project activities to continue.

The biological monitor shall be present at all times during restoration area planting activities outside the grading and construction zone and within the buffer area, to monitor for the presence of WPT, SFGS and CRLF.

The biological monitor shall prepare a training document in both English and Spanish about the animals of concern, their identification, and the methods of avoidance and reporting requirements and procedures, should the species be observed. The document shall provide photographs of the species and notification numbers for the monitor, the Department of Fish and Wildlife, and the U.S. Fish and Wildlife Service. The training document and contact information for the monitor shall be posted at the grading and construction zone and maintained in the monitoring log. All contractors, subcontractors and construction workers shall be provided a copy of the training document in advance of their respective grading and construction activities and shall be required to adhere to its contents.

A highly visible warning sign shall be installed along the project perimeter. The warning sign shall be in English and Spanish and shall state: "Stay Out - Habitat Area of Federally Protected Species." A document drop shall be attached to several warning signs and stocked with a supply of training documents.

The biological monitor shall conduct weekly site visits when grading and construction are occurring to verify that all construction zone exclusionary fencing is in place and functioning as intended. Any repair or maintenance to the fencing deemed necessary by the biological monitor shall be completed under the monitor's supervision. Such maintenance activities include adequate removal of vegetation at the construction fence line to ensure that vegetation "ladders" for species access are not allowed to establish.

Once restoration activities are complete, the exclusion fencing shall be removed under the supervision of the biological monitor. Prior to the removal of the buffer area/restoration area fencing, permanent exclusionary measures shall be put in place to prevent special-status species movement beyond the buffer areas. Wildlife movement through the sites shall be facilitated via a buffer zone on either side of the drainage that bisects the parcels.

The general contractor shall assign a crew member that will be responsible for conducting site inspections, monitoring gate opening and closing, and assuring that other species protection measures are in place and being enforced when the biological monitor is not present. The crew member shall adhere to the procedures contained in the

training document and shall be able to contact the biological monitor should any violations be noted, or listed species observed on-site.

The biological monitor has the authority to halt all or some grading and construction activities and/or modify all or some grading and construction methods as necessary to protect habitat and individual sensitive species. The monitor shall be responsible for contacting USFWS should any endangered or threatened species be observed within the grading and construction zones.

The biological monitor shall complete daily monitoring reports for each day present, to be maintained in a monitoring logbook kept on-site. Reports must contain the date and time of work, weather conditions, biological monitor's name, construction or project activity and progress performed that day, any listed species observed, any measures taken to repair and/or maintain fencing, and any grading and construction modifications required to protect habitat. The monitoring logbook with compiled reports shall be submitted to the Community Development Director upon cessation of construction as part of a construction monitoring report.

d. Mitigation Measure BIO-1b: Special-Status Species.

Prior to any disturbance activities, any active bird nests in the vicinity of proposed grading shall be avoided until young birds are able to leave the nest (i.e., fledged) and forage on their own. Avoidance may be accomplished either by scheduling grading and tree removal during the non-nesting period (September through February), or if this is not feasible, by conducting a pre-construction nesting bird survey. Provisions of the pre-construction survey and nest avoidance, if necessary, shall include the following:

- If grading is scheduled during the active nesting period (March through August), a qualified wildlife biologist shall conduct a pre-construction nesting survey no more than 30 days prior to initiation of grading to provide confirmation on presence or absence of active nests in the vicinity.
- If active nests are encountered, species-specific measures shall be prepared by a qualified biologist in consultation with CDFW and implemented to prevent nest abandonment. At a minimum, grading in the vicinity of the nest shall be deferred until the young birds have fledged. A nest-setback zone shall be established via consultation with CDFW and USFWS, within which all construction-related disturbances shall be prohibited. The perimeter of the nest-setback zone shall be fenced or adequately demarcated, and construction personnel restricted from the area.

- If permanent avoidance of the nest is not feasible, impacts shall be minimized by prohibiting disturbance within the nest-setback zone until a qualified biologist verifies that the birds have either (a) not begun egg-laying and incubation, or (b) that the juveniles from the nest are foraging independently and capable of independent survival at an earlier date. A survey report by the qualified biologist verifying that the young have fledged shall be submitted to CDFW and USFWS prior to initiation of grading in the nest-setback zone.

e. Mitigation Measure BIO-1c: Special-Status Species.

Project grading, construction, and staging activities shall not result in impacts to project area wetlands and/or habitat for special-status species known to occur in the vicinity of the site. The applicant's biologist has obtained a verified wetland delineation and has consulted with the regulatory agencies regarding special-status species. The property owner(s) shall continue to coordinate all project activities potentially regulated by State, Federal, and local agencies and shall obtain all necessary permits from CDFW, U.S. Army Corps of Engineers (USACE), USFWS, and the Regional Water Quality Control Board ("RWQCB") as required by Federal and State law to avoid, minimize or offset impacts to any species listed under either the State or Federal Endangered Species Acts or protected under any other State or Federal law.

f. Mitigation Measure BIO-1d: Special-Status Species.

Sensitive and general habitat features outside the limits of approved grading and development shall be protected by identifying a construction and development boundary on all project plans and prohibiting construction equipment operation within this boundary. The boundary shall be staked and flagged in the field with a highly visible color-coded system and all construction and equipment operators shall be instructed to remain outside this no-disturbance boundary for the duration of construction. This measure is in addition to the wildlife exclusion fencing described in Mitigation Measure Bio-1a and applies to the protection of all habitat features outside of the project limits.

g. Mitigation Measure BIO-4a: Wildlife Movement and Habitat Connectivity.

Measures recommended in Mitigation Measures BIO-1a through BIO-1d would serve to protect important natural habitat on the site for wildlife, avoid the potential loss of bird nests, and protect sensitive natural areas. Although wildlife movement and habitat connectivity impacts were found to be less than significant, the following additional provisions shall be implemented to further protect wildlife habitat resources:

- Fencing that obstructs wildlife movement shall be restricted to building envelopes and wildlife exclusionary fencing along special-status species protection corridors and shall not be allowed elsewhere on the site. Fencing that obstructs wildlife movement contains one or more of the following conditions: lowest horizontal is within 1.5 feet of the ground OR highest horizontal is over 6 feet OR top or bottom wire is barbed OR distance between top wires is less than 10 inches OR it combines with existing structures or fences, even on neighboring parcels, to create an obstacle to wildlife movement.
- Lighting shall be carefully designed and controlled to prevent unnecessary illumination of natural habitat on the site. Lighting shall be restricted to building envelopes, at the minimum level necessary to illuminate roadways and other outdoor areas. Lighting shall generally be kept low to the ground, directed downward, and shielded to prevent illumination into adjacent natural areas.
- Dogs and cats shall be confined to individual residences and the fenced portion of the building envelopes to minimize harassment and loss of wildlife.
- All garbage, recycling, and composting shall be kept in closed containers and latched or locked to prevent wildlife from using the waste as a food source.

h. Mitigation Measure CULT-2a: Archaeological Resources.

All final improvements for the proposed project shall be designed and approved by County staff, as well as a County-approved qualified archaeologist, to avoid impacts to prehistoric archaeological site CA-SMA-151 due to the proposed development. To avoid impacts to CA-SMA-151, the archaeological site shall be excluded from disruption during project grading and construction and during project operation (excluding agricultural activities limited to soil disturbance within 6 inches of the existing grade). Avoidance shall be assured by fencing the site perimeter (to be confirmed by a County-approved qualified archaeologist or licensed surveyor prior to any start of grading) to exclude construction equipment, particularly for grading activities. Fencing shall be removed when all construction activities are finished to avoid drawing attention to the site. Additionally, the area within the metes and bounds of identified site CA-SMA-151 shall be included in a deed restriction recorded with the County Recorder's Office that permanently protects this archaeological resource. The deed restriction shall limit uses within the site perimeter of CA-SMA-151 to farming within the existing plow zone (within 6 inches of the existing grade) and require any ground-disturbing activity or development within the cultural site perimeter to be subject to a

Coastal Development Permit and meet CEQA requirements for disturbance of a mapped cultural resource.

The site may continue to be used for growing crops, provided that no ground-disturbing activity such as ripping, plowing, disking, etc. is allowed to extend deeper than the existing plow zone (within 6 inches from the existing grade). Any building on the flake scatter portion of the site must avoid ground-disturbing activity below the plow zone. Prior to placing fill materials on top of the area being covered, an archaeological investigation shall be conducted to gather baseline data about the nature of the site.

i. Mitigation Measure CULT-2b: Archaeological Resources.

An archaeologist determined by the County to be qualified to consult with representatives of Native American tribal groups shall monitor future ground-disturbing activities in the monitoring area north of site CA-SMA-151.

j. Mitigation Measure CULT-2c: Archaeological Resources.

In the event that additional subsurface archaeological resources are encountered during the course of grading and/or excavation, all development shall temporarily cease in these areas where such subsurface archaeological resources are encountered until the County Planning Department is contacted and agrees upon a qualified archaeologist to that will be brought onto the project site to properly assess the resources and make recommendations for their disposition. Construction activities may continue in other areas, subject to review by a qualified archaeologist and the approval of the Community Development Director. If any findings are determined to be significant by the archaeologist, they shall be subject to scientific analysis; duration/disposition of archaeological specimens as agreed to by the Native American community, landowner, and the County; and a report prepared according to current professional standards.

k. Mitigation Measure CULT-3: Paleontological Resources.

A paleontologist determined by the County to be qualified shall monitor future ground-disturbing activities in native soil both on-site and off-site as related to the project. In the event that paleontological resources are discovered during grading and/or excavation, the monitor shall be empowered to temporarily halt or divert construction in the immediate vicinity of the discovery while the paleontological resources are evaluated for significance. Construction activities may continue in other areas. If any such resources are determined to be significant by the paleontologist, they shall be subject to scientific analysis, professional museum curation, and a report prepared according to current professional standards.

I. Mitigation Measure GEO-3a: Seismic-Related Ground Failure.

The final geotechnical investigation for the project shall evaluate the potential for cyclic densification and develop final mitigation measures, as needed to the satisfaction of the County Planning and Building Department's Geotechnical Engineer. Potential mitigation measures may include, but are not limited to: (1) over-excavating and replacing loose sandy soil with compacted engineered fill; and (2) designing building foundations to accommodate total and differential ground settlement resulting from cyclic densification, as well as post-liquefaction settlement and consolidation ground settlement (if applicable). Approval of the report by the County Planning and Building Department's Geotechnical Engineer shall be obtained prior to issuance of building permits for construction.

m. Mitigation Measure GEO-3b: Seismic-Related Ground Failure.

Additional subsurface exploration using rotary-wash drilling methods and/or Cone Penetration Testing (CPTs) shall be performed to better characterize the subsurface conditions at the sites. Based on the results of subsurface investigation, the potential for soil liquefaction and liquefaction-induced ground failures, such as lateral spreading, post-liquefaction reconsolidation, lurch cracking, and sand boils shall be reevaluated at the site. The final geotechnical investigation report shall provide mitigation measures for liquefaction-induced hazards, to the satisfaction of the County Planning and Building Department's Geotechnical Engineer. Potential mitigation measures may include: (1) buildings supported on stiffened shallow foundations (i.e., footings with interlocking grade beams) bearing on a layer of well-compacted fill; (2) buildings supported on deep foundations such as drilled piers, driven piles or propriety piles (i.e., torque-down piles and auger cast piles); and (3) constructing a structural slab that spans supported between columns.

n. Mitigation Measure GEO-4: Total and Differential Settlement.

Additional subsurface exploration using rotary-wash drilling methods and/or CPTs and consolidation laboratory testing shall be performed to better characterize the subsurface conditions and soil properties at the site. Based on the results of subsurface investigation, total and differential ground settlement due to cyclic densification, post-liquefaction reconsolidation, and consolidation settlement due to building loads and fill placement shall be reevaluated. The final geotechnical investigation report shall provide mitigation measures for ground settlement, to the satisfaction of the County Planning and Building Department's Geotechnical Engineer. Potential mitigation measures may include: (1) supporting the buildings on stiffened shallow foundations (i.e., footings with interlocking grade beams) bearing on a layer of well-compacted fill; (2) supporting the buildings on deep foundations such as drilled piers, driven piles or propriety piles (i.e., torque-

down piles and auger cast piles); and (3) constructing a structural slab that spans supported between columns. If deep foundations are selected, they shall be designed to accommodate load conditions resulting from post-liquefaction reconsolidation and consolidation due to the placement of new fill (if applicable).

o. Mitigation Measure GEO-6: Expansive Soil.

The final geotechnical investigation shall provide an estimate of differential movement associated with the shrinking and swelling of the existing on-site expansive soil at the site, to the satisfaction of the County Planning and Building Department's Geotechnical Engineer. Mitigation measures for expansive soils may include designing the buildings to be supported on: (1) shallow foundations that rest on a layer of non-expansive engineered fill; (2) a deepened spread footing system where the proposed footings gain support at or below the depth of significant seasonal moisture fluctuation and the slab-on-grade floor will be supported on a layer non-expansive fill, as described above; (3) a stiffened foundation system, such as a reinforced concrete or post-tensioned mat, that is capable of resisting the differential movement and soil pressures associated with the expansive soil; or (4) a deep foundation system that transfers the building and slab loads to competent soil beneath the near-surface moderately to highly expansive soil layer.

p. Mitigation Measure GEO-7: Pervious Pavements.

The near-surface soil may consist of moderately to highly expansive clay and special subgrade preparation, and foundation and pavement design recommendations shall be required to prevent near-surface clayey soil from ponding water and becoming saturated and weak under the proposed site loading conditions, such as foundation and traffic loads. Final design recommendations for a pervious pavement system shall be submitted as a part of the building permit application prior to system construction and shall allow surface water to percolate through the pavement without causing adverse impacts to new pavements and building foundations due to moisture fluctuations in the near-surface expansive clay, to the satisfaction of the County Planning and Building Department's Geotechnical Engineer. Potential mitigation measures may include: (1) collecting and redirecting surface and subsurface water away from the proposed building foundations; (2) using permeable base material within pavement areas; and (3) installing subdrains to collect and redirect water from areas that could adversely impact building foundations and vehicular pavement to a suitable outlet.

q. Mitigation Measure GEO-8: Review and Approval of Final Grading, Drainage, and Foundation Plans and Specifications.

To ensure the property owner(s)'s geotechnical consultant is given the opportunity to participate in the final design and construction phases of the project, the property owner(s)'s consultant (Registered Geotechnical Engineer and Registered Engineering Geologist) shall review and approve the final grading, drainage, and foundation plans and specifications. Also, upon completion of construction activities, the property owner(s)'s consultant shall provide a final statement to the County Planning and Building Department's Geotechnical Engineer indicating whether the work was performed in accordance with project plans and specifications, and the consultant's recommendations. All mitigations and final design recommendations shall be reviewed and approved by the County prior to issuance of applicable permits and approval of the Final Map.

r. Mitigation Measure HAZ-2: Accidental Release of Hazardous Materials.

Prior to issuance of the grading permit "hard card" by the County Planning and Building Department, a Phase II Environmental Site Assessment (Phase II ESA) shall be performed at the project site to evaluate whether the recognized environmental conditions identified in the Phase I ESA represent an actual release of hazardous substances to soil or groundwater at the project site. To determine whether hazardous substances have migrated onto the project site from the north or northeast, a groundwater sample shall be collected from the agricultural supply well. The Phase II ESA shall include parameters that may be applied to a health risk assessment and remediation (Site Management Plan) if soil is inappropriate for reuse and required to be transported off the project site. The recommendations of the Phase II ESA shall be incorporated into project plans to the satisfaction of the County and in conformance with applicable regulations. If soil is determined to be inappropriate for reuse and required to be transported off the project site, the change to the grading plans shall be considered a modification of the project, subject to the requirements of Condition 1.

s. Mitigation Measure HAZ-3: Hazards Associated with Airport Operations.

Prior to approval of the Parcel Map for the Wellness Center, an avigation easement shall be prepared for the project site, in a form satisfactory to the County Director of Public Works. The avigation easement shall be recorded and shown on the vesting tentative map. With approval of the Wellness Center, it is understood that the Wellness Center property owner(s) and tenants, and their successor's in interest, in perpetuity, acknowledge the project's location adjacent to the Half Moon Bay Airport and the noise level inherent in its present and future use. The following statement shall be included in the details of the avigation easement on the recorded Final Map, prior to the issuance of the Certificate of Occupancy for any residential unit at the subject property:

- This parcel is adjacent to the Half Moon Bay Airport. Residents on this parcel may be subject to inconvenience or discomfort arising from airport operations, including but not limited to noise associated with aircraft landings, take-offs, in air maneuvers and fly-overs, and on-the-ground engine start-ups and taxiing. San Mateo County recognizes the value of the Half Moon Bay Airport to the residents of this County and seeks to protect airport operations from significant interference and disruption. With approval of the Wellness Center owners, it is understood on the part of both the Wellness Center property owner(s) and the Half Moon Bay Airport that airport operations are intended to continue, notwithstanding potential noise complaints received from property owners, residents, staff, guests, and others at the Wellness Center. In the event that the Wellness Center resident(s) or property owner(s) express an inability or unwillingness to accept such noise conditions authorized under the terms of the aviation easement and/or remain unsatisfied with the noise reduction measures being implemented by the airport, the affected resident(s) shall be relocated, with assistance provided by the property owner, to the satisfaction of the Planning and Building Department and/or the Department of Housing. This condition shall be included in all contracts including rental agreements between residents of the Wellness Center and the owners and/or operators of the Wellness Center.

t. Mitigation Measure HYDRO-3: Drainage, Erosion, and Siltation.

Prior to issuance of a grading permit “hard card” by the County, the property owner shall demonstrate compliance with the requirements of the San Francisco Bay Regional Water Quality Control Board (RWQCB). The applicant shall prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) for the proposed project. The applicant’s SWPPP shall identify the Best Management Practices (BMPs) to control erosion and sedimentation and provide for treatment of 80 to 85% of post-construction runoff from new impervious areas. Neighborhood- and/or lot-level treatment BMPs shall be emphasized, consistent with San Francisco Bay RWQCB and San Mateo County Water Pollution Prevention Program (SMCWPPP) guidance for National Pollution Discharge Elimination System (NPDES) Phase 2 compliance. These types of BMPs, which may also assist in reducing post-project peak flows, include infiltration basins and trenches, dry wells, rain gardens, on-contour grassy swales, media filters, biofiltration features and grassy swales. BMPs shall be designed in accordance with engineering criteria in the California Stormwater BMPs Handbook or other accepted guidance and designs shall be reviewed and approved by the County prior to issuance of grading or building permits. As discussed under Mitigation Measure HYDRO-5, if lot-level BMPs are accepted by SMCWPPP as a suitable control measure, the applicant shall establish a mechanism for enforcement to assure that BMPs functioning is being maintained as

designed. The applicant shall implement the detailed maintenance schedule, which includes monthly inspection of system components, annual weeding, annual replanting, bi-annual cleaning of catch basins, bi-monthly parking lot vacuuming, and daily trash pickup in the parking lots.

Submittal of a project erosion control plan and SWPPP to San Mateo County for review shall be required as part of the building permit application. The erosion control plan shall include components for erosion control, such as phasing of grading, limiting areas of disturbance, designation of restricted-entry zones, diversion of runoff away from disturbed areas, protective measures for sensitive areas, outlet protection, and provision for revegetation or mulching. The plan shall also prescribe treatment measures to trap sediment once it has been mobilized, at a scale and density appropriate to the size and slope of the catchment. These measures typically include inlet protection, straw bale barriers, straw mulching, straw wattles, silt fencing, check dams, terracing, and siltation or sediment ponds. Other aspects of the SWPPP, especially those related to water quality, are discussed below for other mitigation measures.

Landscape plans showing the BMPs and indicating flow paths shall also be provided by the property owner(s) to the County Planning and Building Department.

u. Mitigation Measure HYDRO-4: Alteration of Drainage Patterns Resulting in Increased Flooding.

The applicant shall submit a drainage report and plans to the County that identify the drainage pathways and the extent of any off-site drainage that flows on-site. How such off-site drainage will be infiltrated on-site or conveyed through the site shall also be detailed. The drainage plan shall provide designs consistent with recognized engineering criteria. The drainage plan shall be reviewed and approved by the County Department of Public Works prior to issuance of grading or building permits.

v. Mitigation Measure HYDRO-5: Surface Water Runoff Quality.

The applicant shall prepare and submit a comprehensive erosion control plan and SWPPP. Potential construction-phase and post-construction pollutant impacts from development can be controlled through preparation and implementation of an erosion control plan and a SWPPP consistent with recommended design criteria, in accordance with the NPDES permitting requirements enforced by SMCWPPP and the San Francisco Bay RWQCB.

The erosion control plan forms a significant portion of the construction-phase controls required in a SWPPP, which also details the construction-phase housekeeping measures for control of contaminants other than sediment, as

well as the treatment measures and BMPs to be implemented for control of pollutants once the project has been constructed. The SWPPP also sets forth the BMPs monitoring and maintenance schedule and identifies the responsible entities during the construction and post-construction phases.

The applicant's SWPPP shall identify the BMPs that will be used to reduce post-construction peak flows to existing levels in all on-site drainages where construction will occur. Neighborhood- and/or lot-level BMPs to promote infiltration of storm runoff shall be emphasized, consistent with San Francisco Bay RWQCB and SMCWPPP guidance for NPDES Phase 2 permit compliance. These types of BMPs, which may also enhance water quality, include infiltration basins and trenches, dry wells, rain gardens, and biofiltration features. BMPs shall be designed in accordance with engineering criteria in the California Stormwater BMPs Handbook or other accepted guidance and designs shall be reviewed and approved by the County prior to issuance of grading or building permits. The applicant shall prepare a clearly defined operations and maintenance plan for water quality and quality control measures. The design and maintenance documents shall include measures to limit vector concerns, especially with respect to control of mosquitoes. The applicant shall identify the responsible parties and provide adequate funding to operate and maintain stormwater improvements (through a HOA, Geological Hazard Abatement District, CSD, CFD or similar organization). If lot-level BMPs are accepted by the County as a suitable control measure, the applicant shall establish a mechanism for enforcement to assure that BMPs functioning is being maintained as designed. The applicant shall also establish financial assurances, as deemed appropriate by the Community Development Director, enabling the County to maintain the stormwater improvements should the HOA or other entity disband/or cease to perform its maintenance responsibilities.

The SWPPP must also include post-construction water quality BMPs that control pollutant levels to pre-development levels, or to the maximum extent practicable (MEP). To confirm that structural BMPs will function as intended, design must be consistent with engineering criteria, as set forth in guidance such as the recently revised California Stormwater BMPs Handbook for New and Redevelopment. These types of structural BMPs are intended to supplement other stormwater management program measures, such as street sweeping and litter control, outreach regarding appropriate fertilizer and pesticide use practices, and managed disposal of hazardous wastes.

The main post-construction water quality enhancement measure indicated by the applicant is the use of bioretention areas and infiltration trenches to control pollutants. Locations and designs of the stormwater infiltration system shall be provided to the County Department of Public Works as part of the grading plans during Final Map review.

Many of the distributed BMPs that could prove useful to address control of post-project peak flows at the lot- and/or neighborhood-level could reasonably be linked with measures to enhance water quality, thereby providing compliance with the NPDES Phase 2 permit requirements as well. For example, downspouts could direct roof runoff to biofiltration features, with percolated stormwater conveyed through subdrains to small infiltration basins or dry wells.

Per Technical Memorandum #1 (TM #1), dated May 15, 2009, prepared by Schaaf and Wheeler (included in Appendix H of the DEIR), Stormwater Best Management Practices should serve several hydrologic and water quality functions, including maximizing groundwater recharge, minimizing quantities of stormwater runoff, and reducing pollutant loadings in stormwater runoff.

w. Mitigation Measure HYDRO-6: Groundwater Quality.

The property owner(s) shall abandon all unused wells on the project site consistent with San Mateo County Environmental Health Division standards and the standards described in the State of California Department of Water Resources Well Standards (Bulletins 74-81 and 74-90).

Any on-site wells left in service for landscaping, gardening, and agricultural uses should meet CDPH criteria for well protection.

x. Mitigation Measure HYDRO-9: Exposure to Tsunami and Seiche.

In areas subject to tsunami and seiche effects, implementing agencies, including the County Planning and Building Department, shall, where appropriate, ensure that the project incorporates features designed to minimize damage from a tsunami or seiche. Structures should either be placed at elevations above those likely to be adversely affected during a tsunami or seiche event or be designed to allow swift water to flow around, through, or underneath without causing collapse. Other features to be considered in designing projects within areas subject to tsunami or seiche may include using structures as buffer zones, providing front-line defenses, and securing foundations of expendable structures so as not to add to debris in the flowing waters.

y. Mitigation Measure LU-2

The property owner(s) shall work with the California Coastal Commission (CCC) to identify and delineate the CCC's jurisdiction over the project site, subject to CCC review and approval. The property owner(s) shall obtain all necessary approvals from the Coastal Commission prior to the initiation of any development within areas of CCC's jurisdiction.

z. Mitigation Measure LU-3

The property owner(s) shall comply with the following recommendations of the State Department of Transportation, Division of Aeronautics: (1) Federal Aviation Administration (FAA) Advisory Circular 150/5370-2E "Operational Safety on Airports during Construction" shall be incorporated into the project design specifications; (2) in accordance with Federal Aviation Regulation, Part 77 "Objects Affecting Navigable Airspace," a Notice of Proposed Construction or Alteration (Form 7460-1) shall be provided if required by the FAA; and (3) the location and type of landscape trees shall be selected carefully so they do not become a hazard to aircraft around the airport. Evidence of compliance with these requirements shall be submitted for the review and approval of the County Department of Public Works prior to the issuance of any building permit for project structures.

a.a. Mitigation Measure LU-4

The property owner(s) shall implement design changes as described below to improve project consistency with applicable policies of the LCP and the Community Design Manual, to the satisfaction of the County's Community Development Director, prior to the issuance of a building permit for each building.

The property owner(s) shall work with a licensed architect and shall achieve the following design changes without making other changes to shape, configuration, and location of buildings and parking.

- a. Implement a minimum of 3 types (color and shape) of pervious pavers in parking areas, using contrasting types for pedestrian and vehicle areas. Provide a site plan showing application of paver types and material samples of each type (minimum 3'x3').
- b. Office Park: Break up flat wall planes (a 10-foot minimum inset/outset wall articulation is required for every 90 linear-feet of flat wall plane, no flat building side wall shall be longer than 90 feet in linear length).
- c. Improve courtyards between project buildings, by enlarging them and creating focal points (e.g., accent landscaping, outdoor furniture, sculpture).
- d. Break Up Parking: A 4'x4' minimum landscape island shall be provided for every 10 spaces; islands should vary in size and can be combined and clustered; landscaping shall vary within each island. Landscaping shall be added along all driveways and bulbs to provide further visual separation of parking areas, through the introduction of significantly-sized east-west oriented landscaping focal points.

- e. All North Parcel Buildings: Building height variation - maximum heights shall be lower near Airport Street and higher along the rear of the north parcel, but no higher than the maximum height of 33 feet. In addition, the height of each building should vary over the facade length, in order to prevent an appearance of distinct tiers (e.g., front row, back row).
- f. The bathroom building on the south parcel shall have a similar design and appearance to the County Parks Department restroom at Mirada Surf West at Magellan or at the Pillar Point Bluff trailhead.
- g. All rooftop equipment shall be screened using materials and design consistent with the architecture of the buildings.
- h. Simplify structural shapes to unify design and maintain an uncluttered community appearance by:
 - (1) Simplifying the exterior design of the warehouse and office spaces of the Office Park through the use of a uniform building design.
 - (2) Relating the architecture of the Office Park to the design of the Wellness Center buildings through the use of common architectural features.
 - (3) Simplifying the roof design of the Office Park buildings.
 - (4) Relating the shade cover for the basketball court to the design of the Wellness Center buildings through the use of common architectural features.
- i. Landscaping Plan: The property owners shall submit a landscaping plan demonstrating compliance with the following requirements prior to the issuance of any building permits for development on the north parcel:
 - (1) The landscaping along the front of the buildings shall be widened to a minimum of 10 feet to accommodate trees to provide further screening of the buildings.
 - (2) Proposed planting of berries on the north perimeter fence shall be replaced with plants that are native, non-invasive, and drought-tolerant.
 - (3) Remove planters in the parking lot that encroach into the wetland buffer.

a.b. Mitigation Measure NOISE-1: Construction Noise.

The construction contractor shall implement measures to reduce the noise levels generated by construction equipment operating at the project site

during project grading and construction phases. The construction contractor shall include in construction contracts the following requirements or measures shown in the sole discretion of the Community Development Director to be equally effective:

- All construction equipment shall be equipped with improved noise muffling, and maintain the manufacturers' recommended noise abatement measures, such as mufflers, engine covers, and engine isolators in good working condition.
- Stationary construction equipment that generates noise levels in excess of 65-dBA Leq shall be located as far away from existing residential areas as possible. The equipment shall be shielded from noise sensitive receptors by using temporary walls, sound curtains, or other similar devices.
- Heavy-duty vehicle storage and start-up areas shall be located a minimum of 150 feet from occupied residences where feasible.
- All equipment shall be turned off if not in use for more than five minutes.
- Drilled piles or the use of sonic or vibratory pile drivers shall be used instead of impact pile drivers. The driving heads of sonic or vibratory pile drivers shall be screened on all sides by acoustic blankets capable of reducing noise levels by at least 15 dBA.
- Temporary barriers, such as flexible sound control curtains, shall be erected between the proposed project and the Pillar Ridge Manufactured Home Community to minimize the amount of noise during construction. The temporary noise barriers shall reduce construction-related noise levels at Pillar Ridge Manufactured Home Community to less than 80 dBA Leq.
- Two weeks prior to the commencement of grading or construction at the project site, notification must be provided to all occupants of the Pillar Ridge Manufactured Home Community that discloses the construction schedule, including the various types of activities and equipment that would be occurring throughout the duration of the grading and construction periods.
- Two weeks prior to the commencement of grading or construction at the project site, an information sign shall be posted at the entrance to each construction site that identifies the permitted construction hours, per Condition 37, and provides a telephone number to call and receive information about the construction project or to report complaints regarding excessive noise levels. The property owner(s) shall rectify all

received complaints within 24 hours of their receipt. The County may be required to determine whether a complaint is reasonable and subject to being rectified. Should the property owner(s) consider a complaint to be unreasonable, the property owner(s) shall contact the County Planning Department within 24 hours of the receipt of the complaint to discuss how the complaint should be addressed.

a.c. Mitigation Measure PS-1: Police Services.

The property owner(s) shall provide on-site manned security with clear lines and reliable means of communication to law enforcement, fire and emergency medical response, for the life of each project.

a.d. Mitigation Measure PS-2a: Fire Protection Services.

When there are partial closures, roadblocks, or encroachments to streets surrounding the project site during the grading and construction periods, flagmen shall be utilized to facilitate the traffic flow.

a.e. Mitigation Measure TRANS-1: Intersection Level of Service and Capacity.

The project's potentially significant impact to AM and PM delays at the intersection of Highway 1 and Cypress Avenue would be mitigated to a less-than-significant level with the installation of a traffic signal or roundabout as described below:

Signal Warrant Analysis

With the project, the peak hour signal warrant would be met at the intersection of Highway 1 at Cypress Avenue. With signalization, this intersection would operate at LOS C under both the AM and the PM peak hours. Under signalized conditions, the existing roadway geometry would be adequate to handle the anticipated traffic demand.

Roundabout

The roundabout analysis at the intersection of Highway 1 and Cypress Avenue shows that a one-lane roundabout would operate with acceptable delay and LOS during the AM and PM peak hour under all project conditions on weekdays. During the midday peak hour on Saturday, there would be a need for a by-pass lane for the southbound right-turn traffic in order for the intersection to operate at an acceptable level of service C under existing plus project conditions.

The property owner(s), in collaboration with the County, shall obtain approval(s) for implementation of one of the two mitigation measures described above from the Community Development Director and Caltrans, and obtain any other necessary permits (e.g., encroachment permit). Prior to applying to Caltrans, the property owner(s) shall submit plans to the Planning and Building Department, for the review and approval of the Community Development Director, showing the design and construction details for the required intersection improvements necessary for installing a traffic signal.

These plans shall include details for a pedestrian crossing, and any other design features called for by the Comprehensive Transportation Management Plan currently being developed by the County, if said plan has been adopted by the County prior to the submittal of the plans for the intersection improvements. In the event that the intersection improvement plans are submitted after the County or another entity has installed pedestrian crossing improvements at this location, the plans shall maintain or replace the pedestrian crossing in a manner that provides equal or better pedestrian safety features.

Construction of one of the approved mitigation measures is required prior to the occupancy of any Office Park Building or business space at the Wellness Center (excluding Wellness Center-operated businesses) unless the property owner(s) submits evidence that Caltrans has determined that the stoplight or roundabout should not be installed until the signal warrants are met. If this is the case, the property owner(s) shall submit a traffic report to the Department of Public Works and the Community Development Director after the occupancy of the first 30,000 sq. ft. of business space and after the occupancy of every additional 40,000 sq. ft. of business space, until full build-out or until the signal or roundabout mitigation measure has been constructed. The report shall be signed and stamped by a Professional Transportation Engineer licensed in the State of California.

If a signal is the approved mitigation, the full cost to install such a signalized intersection (including design, signal installation, and construction of associated improvements) shall be paid for by the property owner(s), at no cost to the County. If a roundabout is the approved mitigation, the property owner(s) shall pay toward the cost of constructing such a roundabout, an amount equivalent to the full cost to install such a signalized intersection. If a roundabout is the approved mitigation, the Community Development Director shall reasonably determine what the full cost would be to install such a signalized intersection.

In the instance that a signal or roundabout is denied by Caltrans, occupancy of the Office Park and Wellness Center shall be limited to operations that generate no more than 104 vehicles in the AM and 50 vehicles in the PM, for

the life of the project or until comparable mitigation is approved and installed.¹ The property owners shall monitor project traffic in a manner that ensures compliance with this requirement, with data provided to the County upon the County's request.

a.f. Mitigation Measure TRANS-8: Construction.

Prior to issuance of grading permits, the property owner(s) shall submit a traffic control plan to the County Department of Public Works for review and approval. All staging during construction shall occur on-site.

All grading and construction traffic shall be scheduled during non-commute hours (weekdays 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 8:00 p.m.) and shall avoid using Cypress Avenue. Vehicles carrying extra wide and/or long loads (including scrapers, excavators, cat crawlers and extended lift trucks) shall access the site between 9:00 p.m. and midnight and between 11:00 a.m. and 2:00 p.m. only, using the following route to and from the project sites: Capistrano Road-Prospect Way-Broadway-California Avenue-Cornell Avenue-Airport Street.

All hauling shall be conducted in the off-peak hours, so that slow trucks will not prolong the traffic queue along Highways 1 and 92 during the peak hour.

a.g. Mitigation Measure UTIL-2: Wastewater Collection System Capacity.

The property owner(s) shall file a complete Application with, and obtain a Sewer Connection Permit from, GCSD. The applicant shall construct an 8-inch gravity sanitary sewer main line complying with GCSD standard specifications and details that would run approximately 1,900 ft. north along the Airport Street right-of-way from the existing manhole at Airport Street and Stanford Avenue to the northern limit of the northern parcel (Figure 8). GCSD currently estimates the required size of this sewer main to be 8 inches in diameter, but the final system and sizing shall be based on a detailed sewer system design and analyses satisfying GCSD.

a.h. Mitigation Measure UTIL-11: Solid Waste Disposal.

- To facilitate on-site separation and recycling of construction-related wastes, the contractor(s) shall provide temporary waste separation bins on-site during construction. These bins shall be emptied and recycled as a part of the project's regular solid waste disposal program.

¹ From the August 2014 traffic report prepared by Hexagon Transportation Consultants, Inc., the traffic volume on Cypress Avenue is 84 vehicles during the AM peak hour and 69 vehicles during the PM peak hour. Based on Signal Warrant Part B, the volume on Cypress Avenue needs to reach 188 vehicles during the AM peak hour or 119 vehicles during the PM peak hour in order to meet the Signal Warrant Part B.

- The property owner(s) shall prepare and submit a facility recycling program for the collection and loading of recyclable materials prepared in response to the California Solid Waste Reuse and Recycling Access Act of 1991 as described by the CIWMB, Model Ordinance, Relating to Areas for Collecting and Loading Recyclable Materials in Development Projects, March 31, 1993. Adequate space or enclosures for recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material.
5. The property owner(s) of both the Wellness Center and the Office Park shall construct and maintain the project and project details, as approved by the County and California Coastal Commission (if applicable), over the life of the project including, but not limited to, the following features:
- a. Project structures shall not exceed the size and maximum height of project structures as approved by the Board of Supervisors. For the Wellness Center, residential and accessory uses shall not exceed 70,500 sq. ft. and business uses of the Wellness Center shall not exceed 27,000 sq. ft. Business uses of the Office Park shall not exceed 162,000 sq. ft. In total, business space square footage at the Wellness Center and Office Park shall not exceed a total of 176,000 sq. ft.
 - b. Foundation systems shall utilize deep drilled piers and interlocking grade beams. No pile driving is permitted.
 - c. The project shall comply with the applicable building code, including County amendments and CALGreen requirements~~achieve a LEED rating.~~
 - d. For the life of the project, the property owner(s) of the Office Park and the Wellness Center shall maintain the funding and employment arrangement in substantial conformance with the description in the Addendum, Final Addendum, 2010 DEIR and FEIR including, but not limited to, the following details:

Employment Opportunities at the Wellness Center to Benefit Developmentally-Disabled Adults Living at the Wellness Center.

- (1) The Wellness Center will include several programs that are designed to provide employment opportunities for a minimum of 50 low-income developmentally-disabled (DD) adults living on-site.

Funding and Employment Arrangement at the Office Park to Benefit Developmentally-Disabled Adults Living at the Wellness Center.

- (2) DD adults will also provide services to the Office Park, with the Wellness Center funded through association fees and shared

development costs (page III-18 of the DEIR). Association fees paid by the owner(s) of the Office Park based on a minimum square footage assessment of a minimum of \$0.05 per square foot per month for non-office use and a minimum of \$0.08 per square foot per month for office use, or comparable, shall be paid to the Big Wave Group, Inc., a non-profit corporation, to benefit the Wellness Center. In the event that only office buildings and uses (84,000 square feet) are constructed at the Office Park, association fees paid by the owner(s) of the Office Park to the Big Wave Group, Inc., shall be a minimum of \$0.154 per square foot per month.

- (3) The Wellness Center will offer residents job opportunities due to a number of business operations that would employ residents and generate revenue to maintain the economic sustainability of the Wellness Center. They will include: BW Boat Storage; BW Catering/Food Services; BW Energy; BW Farming; BW Water; BW Transportation; BW Recycling; BW Communications (Fiberlink); and BW Maintenance. The Wellness Center will also coordinate residential services (personal finance, meal services and aides) (page III-39 of the DEIR, as revised in the FEIR).

The agreement between the Wellness Center and the owner(s) of the Office Park shall require the hiring of Wellness Center residents and other community adults with developmental disabilities, wherever practical, as long as the services provided meet the required demands for the Office Park and are priced competitively with the going rates for such services for Bay Area industries.

The employment arrangements between the owner(s) of the Office Park and the Wellness Center shall include the following:

- (1) Landscape and Wetlands Maintenance Service Agreement: The property owner(s) of the Office Park shall use best efforts to contracting with the Wellness Center, under fair and reasonable terms, for the maintenance and monitoring of these facilities as necessary to meet the requirements of the project conditions of approval. Maintenance of the on-site landscape and wetlands areas includes irrigation system maintenance, weed control and replacement planting, and farming of undeveloped on-site property.
- (2) ~~LEED-Green~~ Building Maintenance Agreements: The property owner(s) of the Office Park shall use best efforts to enter into an agreement with the Wellness Center, under fair and reasonable terms, to manage and maintain the Office Park's climate control systems, signage, passive and active heating and power systems and continued compliance with the certification programs. This agreement is subject to the availability

and quality of such services and competitive costs that are at market rates or better.

- (3) Communications Systems Management Agreement: The property owner(s) of the Office Park shall use best efforts to enter into an agreement with the Wellness Center, under fair and reasonable terms, to purchase internet services from the Wellness Center. This agreement is subject to the availability and quality of such services and competitive costs that are at market rates or better.
 - (4) Traffic and Parking Lot Management Agreement: The property owner(s) of the Office Park shall use best efforts to enter into an agreement with the Wellness Center, under fair and reasonable terms, that includes management of parking facilities to ensure consistency with the conditions of approval relating to traffic and parking, the C/CAG-approved TDM Plan, and ongoing traffic requirements based on future traffic studies. This agreement will also cover the provision of information and assistance to owners and tenants for compliance with the conditions of approval.
 - (5) Building Maintenance Services: The property owner(s) of the Office Park shall use best efforts to enter into an agreement with the Wellness Center, under fair and reasonable terms, to give the Wellness Center first priority for the provision of building maintenance services. This agreement is subject to the availability and quality of such services and competitive costs that are at market rates or better.
 - (6) Community Cooperation: The property owner(s) of the Office Park shall use best efforts to take reasonable measures to encourage tenants of the Office Park to utilize the products and services offered by the Wellness Center, including catered food, farm produce and baskets, and gym membership for walk-up Office Park employees. The services may include delivery.
- e. Implement the Riparian and Waters/Wetland Ecosystem Restoration Final Basis of Design Report for wetland restoration and habitat creation and associated 10-year monitoring plan, with the exception of grading activities described in the plan. No grading shall occur in the wetland and wetland buffer zones. While planting and maintenance may be done by the Wellness Center residents, monitoring shall be performed by a licensed biologist or ecologist.
 - f. Medical and dental office uses are prohibited in the M-1 Zoning District and shall be prohibited in the project, unless a medical or dental office use is eligible for and is granted a Use Permit for a public or philanthropic use pursuant to Section 6500 of the Zoning Regulations.

- g. Ensure that project parking meets parking requirements, including coastal access public parking requirements, as set forth in the conditions of approval. Parking shall serve the approved, designated uses and remain in compliance with parking requirements for both the Wellness Center and the Office Park for the life of the projects.
- h. Washwater and runoff from surfaces and solar panels shall not drain to wetlands or buffer areas.
- i. The fitness center, café, and all other Big Wave businesses, with the exception of the boat storage business, will not be available to the general public, but limited to Wellness Center residents and guests and Office Park employees.
- j. Property owner shall encourage residents to limit visitation and friend and family use of the Wellness Center such that it will occur in off-peak, non-commute hours (i.e., not during weekdays 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.) and weekends.
- k. The property owner(s) shall maintain the rental rates for all bedrooms of the Wellness Center as affordable, such that the rates are affordable to those of Extremely Low Income, Very Low Income, and Low Income, with the exception that residents may use up to 100% of their Social Security income for housing costs, which allows for residents who have no other income other than Social Security payments to use up to the full amount of their payment toward rental costs at the Wellness Center. For rental housing, the County does not consider housing priced for moderate income households to meet the definition of affordable housing. The Owner shall enter into an agreement with the County for the maintenance of rates for all housing at the Wellness Center as affordable housing for the life of the project, prior to the final certificate of occupancy for housing at the Wellness Center.
- l. All on-site farming shall be converted to organic following an allowed conversion period from the project approval date up to five (5) years (May 2020). Use of synthetic fertilizers is prohibited for farming activities on the project sites.
- m. To the extent feasible, electric golf carts or the Wellness Center shuttle shall be used for travel between the Office Park and the Wellness Center. If golf carts are utilized, separate parking at the Office Park shall be provided for the golf carts.
- n. Vehicular use of all courtyard areas of the north parcel is prohibited, with the exception of emergency vehicles and fork lifts.

- o. The following project modifications, made by the applicant in response to the appeal to the Board of Supervisors of the Planning Commission's approval of the project, shall be incorporated into final project plans and specifications:
- (1) The building setback from the shared property line with the Pillar Ridge Manufactured Home Community (PRMHC) shall be increased from 30 feet to 65 feet. Within the 65-foot setback, the applicant shall provide a 10-foot wide landscaping strip adjacent to Wellness Center (Wellness Center balconies allowed to protrude 5 feet into this area), an 18-foot wide area for parking stalls, a 24-foot wide area for a parking aisle/emergency fire access, and a 13-foot landscaping strip adjacent to the PRMHC's fence. This shall be accomplished by shifting the Wellness Center and Office Park buildings to the south and reducing an equivalent number of parking spaces on the southern end of the Office Park.
 - (2) The Project grading/fill shall not alter the natural drainage from the adjacent upslope bulk propane storage facility such that stormwater or heavier-than-air LP gas is deflected towards the homes at Pillar Ridge.
 - (3) The basketball court cover shall be constructed of a material that prevents lighting from illuminating any areas outside of the basketball court.
 - (4) The applicant shall provide payment to the County for costs construct for the construction of a Class 1 bike trail along the full length of the Big Wave property (North and South parcels) on the east side of Airport Street if there is adequate right-of-way or County property available to accommodate such a Class 1 trail. In the event there is inadequate room for a Class 1 bikeway, payment for costs of constructing a Class 2 bikeway shall be provided. The applicant shall also provide a 5-foot sidewalk or other form of pedestrian access acceptable to the County on the west side of Airport Street adjacent to the subject properties ~~The bike trail and sidewalk~~ which shall be constructed prior to occupancy of any project buildings. The payment for bike trail construction shall be made to the County within 30 days from the date on which the County has completed the design and secured all necessary approvals. The applicant is not required to provide any funds to purchase land or an interest on the east side of Airport Street for the trail. The failure of the County to secure approvals for trails would not prevent the recording of the Final Map.
 - (5) The total project commercial square footage on the North Parcel shall not exceed 176,000 square feet.

- (6) Big Wave shall construct the project stormwater drainage system, as described in plans and narrative included as Attachment S of the staff report presented to the Board of Supervisors on May 19, 2015.
 - (7) The applicant shall submit, for review and approval by the Community Development Director, a conservation easement or deed restriction for the South Parcel that limits future development to 12,000 square feet of buildings with a maximum height of 24 feet, and parking only in the area shown on the approved site plan as outdoor boat storage. Future use of the site shall also be restricted to an equal or higher priority use than the proposed boat storage. Uses allowed in the W (Waterfront) Zoning District that qualify as an equal or higher priority use for the purposes of this condition include the following: boat building, repair, sales and support establishments; retail marine-related stores; wholesale marine supply stores; sale of freshly caught fish; marine research facilities; boat launching and docking facilities; marine related clubs, schools, and administrative offices; recreation areas; shoreline access; aquaculture; aquaculture processing facilities; parks; linear parks and trails; and restoration (as allowed under "other compatible uses"). The coastal access parking shall remain as shown on the approved site plan. Recordation of the conservation easement or deed restriction shall occur prior to, or concurrently with, the recordation of the final map.
 - (8) The applicant shall take the legal actions necessary to ensure that all of the conditions of approval run with the land, including but not limited to Condition 60.g. Legal action required by the County may also include a deed restriction requirement including the entire set of conditions of approval.
 - (9) The applicant shall pay for the full cost to install a signalized intersection at Cypress Avenue and Highway 1 or, in the event that a roundabout (instead of a signalized intersection) is installed at Cypress Avenue and Highway 1, the applicant shall pay, toward the cost of installing such a roundabout, an amount equal to the full cost to install a signalized intersection there, in accordance with the process as outlined in Mitigation Measure TRANS-1.
6. The property owner(s) shall coordinate with the project planner to record the Notice of Determination and pay an environmental filing fee of \$3,029.75 (or current fee), as required under Fish and Game Code Section 711.4(d), plus a \$50 recording fee to the San Mateo County within four (4) working days of the final approval date of this project.
7. Upon relinquishing ownership of Lot 1, Big Wave LLC shall form an association of all property owners on the north parcel (including the Wellness Center) for the management of parking on Lot 1 and shall transfer ownership of Lot 1 to that entity.

The property owner's association is responsible for ensuring that all uses on the north parcel comply with County parking regulations as described in Table 5 of the staff report prepared for the May 19, 2015 Board of Supervisors meeting.

A minimum number of parking spaces on the north parcel shall be allocated irrevocably by lot using a 1 parking space to 2,000 sq. ft. ratio as demonstrated in the schedule below. The minimum number of parking spaces allocated to each lot shall be shown on the Final Map and Covenants, Conditions and Restrictions (as applicable) for subdivision of the north parcel. No fewer than 42 irrevocable parking space licenses shall be issued to the residential uses of the Wellness Center. No more than 420 parking space licenses shall be issued to owners of business uses. No more than 462 parking spaces shall be provided at the north parcel.

Table 1 Example of Parking Allocation for Each Lot of the North Parcel	
Lot	Minimum Number of Parking Spaces to be Allocated to Each Lot per 1 space:2000 sq. ft. ratio
Lot 1 (Common Parking Lot)	N/A
Lot 2	18
Lot 3	16
Lot 4	15
Lot 5	16
Lot 6	15
Lot 7 (Wellness Center)	
Residential and Accessory Uses	42
Business Uses	14
Total Parking Allocated to Lots	136
Total Parking to be Allocated via Parking Licenses	326
Total Parking Spaces on North Parcel	462

All owners/tenants of business uses shall obtain a building permit for a "change in use" prior to any construction/tenant improvement and occupancy. It is the County's responsibility to verify that applicants for building permits have adequate parking space licenses for the proposed use.

Department of Public Works - Contract and Bonding Requirements

8. The property owner(s) shall enter into a contract with the San Mateo County Planning and Building Department for all CEQA-related mitigation monitoring for this project prior to the issuance of any grading permit "hard card" for the project. The fee payable for such services shall be based on staff time and materials, plus 10% for contract administration. Planning staff may, at its discretion, contract these

services to an independent contractor at cost, plus an additional 10% for contract administration.

9. Prior to the issuance of any building permit, the property owner(s) will be required to provide payment of “roadway mitigation fees,” or perform equivalent improvements, based on the square footage (assessable space) of the proposed building per Ordinance No. 3277.

Grading Permit Conditions

10. The property owner(s) is required to comply with the County’s Drainage Policy and the approved Erosion and Sediment Control Plan. A final Erosion and Sediment Control Plan is required at the building permit stage and should contain all measures of the approved Erosion and Sediment Control Plan and measures required by project mitigation measures.
11. No grading shall be allowed during the winter season (October 1 to April 30) to avoid potential soil erosion, unless approved, in writing, by the Community Development Director. The property owner(s) shall submit a letter to the Current Planning Section, at least two weeks prior to commencement of grading, stating the date when grading will begin, and its anticipated duration.
12. The property owner(s) shall file a Notice of Intent (NOI) with the State Water Resources Board to obtain coverage under the State General Construction Activity NPDES Permit. A copy of the project’s NOI and Stormwater Pollution Prevention Plan (SWPPP) shall be submitted to the Current Planning Section, prior to the issuance of any grading permit “hard card.”
13. Prior to the issuance of the grading permit “hard card,” the property owner(s) shall schedule an erosion control inspection by Current Planning Section staff to demonstrate that the approved erosion control plan has been implemented. The property owner(s) is responsible for ensuring that all contractors minimize the transport and discharge of pollutants from the project site into local drainage systems and water bodies by adhering to the San Mateo Countywide Water Pollution Prevention Program’s (SMCWPPP) “General Construction and Site Supervision Guidelines,” including:
 - a. Stabilizing all denuded areas and maintaining erosion control measures continuously between October 1 and April 30. Stabilizing shall include both proactive measures, such as the placement of fiber rolls or coir netting, and passive measures, such as minimizing vegetation removal and revegetating disturbed areas with vegetation that is compatible with the surrounding environment.
 - b. Storing, handling, and disposing of construction materials and wastes properly, so as to prevent their contact with stormwater.

- c. Controlling and preventing the discharge of all potential pollutants, including pavement cutting wastes, paints, concrete, petroleum products, chemicals, wash water or sediments, and non-stormwater discharges to storm drains and watercourses.
 - d. Using sediment controls or filtration to remove sediment when dewatering the site and obtaining all necessary permits.
 - e. Avoiding cleaning, fueling, or maintaining vehicles on-site, except in a designated area where wash water is contained and treated.
 - f. Delineating with field markers clearing limits, setbacks, and drainage courses. Prior to issuance of a grading permit "hard card" for either property, the property owner(s) shall install accurate and visible markers (at a minimum height of 4 feet), to the satisfaction of the County Department of Parks, delineating all sides of the shared property line between the subject parcels and County property.
 - g. Protecting adjacent properties and undisturbed areas from construction impacts using vegetative buffer strips, sediment barriers or filters, dikes, mulching, or other measures as appropriate.
 - h. Performing clearing and earth-moving activities only during dry weather.
 - i. Limiting construction access routes and stabilizing designated access points.
 - j. Avoiding tracking dirt or other materials off-site; cleaning off-site paved areas and sidewalks using dry sweeping methods.
 - k. Training and providing instruction to all employees and subcontractors regarding the Watershed Protection Maintenance Standards and construction Best Management Practices.
 - l. Additional Best Management Practices in addition to those shown on the plans may be required by the Building Inspector to maintain effective stormwater management during construction activities. Any water leaving the site shall be clear and running slowly at all times.
 - m. Failure to install or maintain these measures will result in stoppage of construction until the corrections have been made and fees paid for staff enforcement time.
14. While the property owner(s) must adhere to the final approved Erosion and Sediment Control Plan (per Condition No. 10) during grading and construction, it is the responsibility of the civil engineer and/or construction manager to implement the Best Management Practices (BMPs) that are best suited for each project site. If

site conditions require additional measures in order to comply with the SMCWPPP and prevent erosion and sediment discharges, said measures shall be installed immediately under the direction of the project engineer. If additional measures are necessary in the reasonable judgment of the San Mateo County Community Development Director and the Director of Public Works, the erosion and sediment control plan shall be updated to reflect those changes and shall be resubmitted to the Planning and Building Department for review. The County reserves the right to require additional (and/or different) erosion and sediment control measures during grading and/or construction if the approved plan proves to be inadequate for the unique characteristics of each job site.

15. Prior to the issuance of a grading permit "hard card," the property owner(s) shall submit a schedule of grading operations, subject to review and approval by the Department of Public Works and the Current Planning Section. The submitted schedule shall include a schedule for, and details of, the off-site haul operations, including, but not limited to: gravel import site(s), size of trucks, haul route(s), time and frequency of haul trips, and dust and debris control measures. The submitted schedule shall represent the work in detail and project grading operations through to the completion of grading activities and stabilization of all disturbed areas of the site(s). As part of the review of the submitted schedule, the County may place such restrictions on the hauling operation, as it deems necessary. During periods of active grading, the property owner(s) shall submit monthly updates of the schedule to the Department of Public Works and the Current Planning Section.
16. The provision of the San Mateo County Grading Regulations shall govern all grading on and adjacent to the project sites. Per San Mateo County Ordinance Code Section 8605.5, all equipment used in the grading operations shall meet spark arrester and fire fighting tool requirements, as specified in the California Public Resources Code.
17. Upon the start of grading activities and through to the completion of the project, the property owner(s) shall be responsible for ensuring that the following dust control guidelines are implemented:
 - a. All graded surfaces and materials, whether filled, excavated, transported or stockpiled, shall be wetted, protected or contained in such a manner as to prevent any significant nuisance from dust, or spillage upon adjoining water body, property, or streets. Equipment and materials on the site shall be used in such a manner as to avoid excessive dust. A dust control plan may be required at any time during the course of the project.
 - b. A dust palliative shall be applied to the site when required by the County. The type and rate of application shall be recommended by the soils engineer and approved by the Department of Public Works, the Planning and Building Department's Geotechnical Section, and the Regional Water Quality Control Board.

18. Final approval of all grading permits is required. For final approval of the grading permits, the property owner(s) shall ensure the performance of the following activities within thirty (30) days of the completion of grading at the project sites:
 - a. The engineer shall submit written certification that all grading has been completed in conformance with the approved plans, conditions of approval/mitigation measures, and the Grading Regulations, to the Department of Public Works and the Planning and Building Department's Geotechnical Section.
 - b. The geotechnical consultant shall observe and approve all applicable work during construction and sign Section II of the Geotechnical Consultant Approval form, for submittal to the Planning and Building Department's Geotechnical Engineer and Current Planning Section.

Cultural Resources

19. The property owner(s) and contractors must be prepared to carry out the requirements of California State law with regard to the discovery of human remains during construction, whether historic or prehistoric. In the event that any human remains are encountered during site disturbance, all ground-disturbing work shall cease immediately, and the County coroner shall be notified immediately. If the coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within 24 hours. A qualified archaeologist, in consultation with the Native American Heritage Commission, shall recommend subsequent measures for disposition of the remains which the property owner(s) shall comply with.

Wetlands and Landscaping

20. The property owner(s) of the Wellness Center and Office Park shall record an easement, subject to the approval of the Community Development Director, over the areas within delineated wetlands and buffer zones on each project site (as shown in Attachment K of the staff report), prior to issuance of any grading permit "hard card" for the respective site. The easement shall prohibit any parking, plowing, paving, grading, and/or construction within all delineated wetland and required 150-foot wetland buffer areas and limit uses within wetland and wetland buffer areas to uses that are consistent with Chapter 3 of the Coastal Act of 1976 and applicable policies of the County's Local Coastal Program, including but not limited to, Policy 7.16 (*Permitted Uses in Wetlands*), Policy 7.17 (*Performance Standards in Wetlands*), Policy 7.19 (*Permitted Uses in Buffer Zones*), and Policy 10.25 (*Access Trails in Fragile Resource Areas*). Trails and organic agriculture shall be allowed within the wetland buffer zone except within 100 feet of the wetland boundary. The property owner(s) may record one easement to satisfy both this condition and Condition No. 58.

21. Prior to issuance of any building permits, the property owner(s) shall provide a plan for the full implementation of the Riparian and Waters/Wetland Ecosystem Restoration Final Basis of Design Report that is consistent with the approved site plan and provides for the installation of wildlife protection fencing on both sites, subject to the review and approval of the Community Development Director and the Director of County Parks. The property(s) shall coordinate with County Parks regarding how restoration work shall enhance the Pillar Point Marsh. Wetland creation shall be fully implemented within the phasing discussed in the Development Agreement but no later than 35 years and 8 months (January 2021) from the final project approval date.
22. Prior to issuance of the first building permit for the project, the property owner(s) shall provide landscape plans for all site perimeter landscaping for the north and south parcels, revising plans as necessary to suit the Coastal zone, project soils, and approved site plans, and protect improvements at the Pillar Ridge Manufactured Home Community (sun exposure to homes, damage to utilities), subject to the approval of the Community Development Director. For every building permit, the property owner(s) shall provide landscape plans for associated parking areas and building perimeter landscaping, revising plans as necessary to suit the Coastal zone, project soils, and approved site plans, and protect improvements at the Pillar Ridge Manufactured Home Community (sun exposure to homes, damage to utilities), subject to the approval of the Community Development Director. The property owner(s) shall retain the overall type and square footage of approved landscaping.
23. All approved perimeter landscaping over the north and south parcels shall be installed at the time of the construction of the first Wellness Center or Office Park building, such that screening exists for each building at the time of the final inspection for each building.

Upon confirmation of the installation of all perimeter landscaping for each building and associated parking areas, the property owner(s) shall submit a maintenance surety deposit of \$1,500 to be held for two years from the date of its submittal. The purpose of the surety is to ensure that landscaping is watered and maintained in a healthy condition. Such surety shall only be released upon confirmation by Planning staff, two years hence, that the landscaping are in good health. If the landscaping becomes diseased or otherwise dies, it shall be replaced in like and kind and the surety deposit may be extended by the Community Development Director. A separate tree removal permit shall be required for the removal or trimming of any additional trees.

24. Trees and vegetation shall be selected and pruned to a maximum height of 33 feet to enhance scenic views. The property owner(s) shall maintain approved landscaping for the life of the project.

25. The property owner(s) shall comply with LCP Policy 7.17 (*Performance Standards in Wetlands*), which requires compliance with the following: (1) all paths shall be elevated (catwalks) so as not to impede movement of water, and subject to separate CDP approvals, (2) all construction shall take place during daylight hours, (3) all outdoor lighting shall be kept at a distance away from the wetland sufficient not to affect the wildlife, (4) motorized machinery shall be kept to less than 45-dBA at the wetland boundary, except for farm machinery, (5) all construction which alters wetland vegetation shall be required to replace the vegetation to the satisfaction of the Community Development Director including “no action” in order to allow for natural reestablishment, (6) no herbicides shall be used in wetlands unless specifically approved by the County Agricultural Commissioner and the State Department of Fish and Game, and (7) all projects shall be reviewed by the State Department of Fish and Game and State Water Quality Board to determine appropriate mitigation measures.
26. The property owner(s) shall utilize methods to minimize off-trail access within the 150-foot wetland buffer zone and drainage, subject to the review and approval of the Director of the County Department of Parks (County Parks). The property owner(s) shall install trail signage, including signage listing access hours and prohibited uses and activities, as required by County Parks. The property owner(s) shall demonstrate compliance with shoreline access requirements prior to the issuance of the Certificate of Occupancy for any Office Park building. Trails shall be located a minimum of 100 feet from the edge of the wetlands.
27. Landscaping plans shall demonstrate compliance with the California Water Efficient Landscape Ordinance (AB 1881), prior to the Current Planning Section’s approval of any building permit application.
28. The property owner(s) shall be required to replace project landscaping with more drought resistant plant species as necessary to prevent water well extractions from exceeding 10,500 gpd per year. All proposed ornamental landscaping and species not well suited to the coastal climate (e.g., Japanese Maple) shall be replaced with drought tolerant and native landscaping appropriate for the coastal climate.

Public Trail and Coastal Access Public Parking Spaces

29. Prior to the recordation of the Final Map for the north parcel and the Parcel Map for the south parcel, the property owner(s) shall record an access easement, to the satisfaction of the Planning and Building Department and the Department of Public Works, allowing public access over privately owned portions of the pedestrian trail along Airport Street and portions of private property designated for coastal access public parking, which shall be shown on the Final Map and Parcel Map.
30. The property owner(s) of the Office Park shall, for the life of the project, maintain the public pedestrian trail and coastal access public parking spaces in a clean and safe manner and to clearly identify the trail and public parking spaces with signage

visible along Airport Street and approved by the Community Development Director in perpetuity.

Traffic and Parking

31. Prior to the issuance of any building permit for any use that would generate a net 100 or more peak hour trips on the Congestion Management Program (CMP) roadway network, the property owner(s) of the Office Park shall submit a Transportation Demand Management (TDM) Plan, in compliance with the "Revised C/CAG Guidelines for the Implementation of the Land Use Component of the Congestion Management Program," applying to the Office Park. For full Office Park build-out, the TDM Plan must offset a minimum of 199 peak hour trips on the CMP roadway network. The property owner(s) shall submit the TDM Plan to the Current Planning Section, subject to review and approval by C/CAG and the Community Development Director for compliance with the approved Traffic Impact Analysis and Mitigation Plan (TIMP) required by LCP Policy 2.52 and C/CAG. The TIMP shall include approved measures including, but not limited to, the following:
- a. Pedestrian walkways and drop-offs for both the Wellness Center and the Office Park
 - b. Wellness Center shuttle
 - c. 10-foot wide multi-modal trail
 - d. On-site bicycle racks/lockers to accommodate secure storage for a minimum of 20 bicycles
 - e. On-site shower facilities for bicycle commuters

The approved TDM Plan must be implemented to the satisfaction of C/CAG prior to the occupancy of any project structures that would generate a net 100 or more peak hour trips on the CMP roadway network. Facilities and programs of the approved TDM Plan, or comparable measures approved by C/CAG and the Community Development Director, shall be maintained and implemented for the life of the project.

32. Loading bays for business uses adjacent to the Mobile Home Park shall be located at the west or south side of the buildings. Loading bays shall not be blocked and remain free and clear.
33. The property owner(s) shall install adequate golf cart parking spaces on both properties such that no golf carts would occupy required parking spaces, disturb sensitive habitat, or block fire lanes. Golf cart parking spaces shall be shown in the parking plan to be submitted for review and approval of the Planning and Building

Department during the building permit process for both the Wellness Center and the Office Park.

34. The property owner(s) shall comply with coastal access public parking requirements (minimum of 20% of all parking spaces available for beach parking). If a lesser amount of parking is built, the required coastal access public parking may be proportionally reduced. Required coastal access public parking spaces shall be reserved and clearly marked for such uses. Marking and spaces shall be maintained by the Property Owner(s) for the life of the project. Parking fees shall not be collected for coastal access public parking spaces.
35. A minimum of 25% of all parking spaces at the project sites shall be compact (minimum dimensions: 8 feet by 16 feet) and clearly marked as such. The property owner(s) shall provide parking spaces meeting the requirements for accessible parking as required by the Planning and Building Department (e.g., minimum of 9 accessible parking spaces for parking lots with 401 to 500 total parking spaces).
36. All construction traffic is prohibited along Cypress Avenue.

Noise

37. The property owner(s) shall comply with the County's Noise Ordinance limiting construction and grading activities during the hours between 7:00 a.m. and 6:00 p.m. on weekdays and 9:00 a.m. and 5:00 p.m. on Saturdays, and prohibiting construction on Sundays, Thanksgiving and Christmas.
38. Prior to issuance of any building permit for Wellness Center bedrooms, the property owner shall demonstrate compliance with General Plan Policies 16.5 (*Noise Reduction Along the Path and at the Receiver*) and 16.15 (*Architectural Design Noise Control*). Specifically, the property owner(s) shall implement techniques incorporated into the design and construction of new development, intended to achieve noise reduction along the path and at the receiver including, but not limited to, site planning, noise barriers, architectural design, and construction techniques, including (1) grouping rooms together for noise sensitive residents separated from noise sources, (2) placing openable windows, vents and other openings away from noise sources, and (3) avoidance of structural features which direct noise toward interior spaces. Implementation of such techniques shall not significantly change the design of the project.

Tsunami Hazard

39. Structural Stability. All buildings shall be designed and constructed to meet FEMA and LCP standards for development in Tsunami Hazard zones, in particular, as required by LCP Section 6825.3 "Coastal High Hazard Areas." The Plans must indicate details for design elements, including but not limited to breakaway walls and structurally-sound concrete walls that have been incorporated into the project

design to reduce the risks of potential impacts from tsunami hazards, to facilitate unimpeded movement of flood waters, and drainage of the site.

40. The property owner(s) shall conduct two (2) tsunami evacuation trainings each year for the Wellness Center and its occupants, using training materials such as the USGS Tsunami Preparedness Guidebook. The property owner(s) shall make attendance at the trainings a condition of occupancy at the Wellness Center. Tsunami evacuation trainings shall also be conducted on a regular basis at the Office Park.
41. The property owner(s) shall submit an emergency preparedness and evacuation manual (including tsunami and earthquake events) for both project sites, subject to the review and approval of the County Sheriff's Office, prior to the issuance of the first building permit for each property.
42. Prior to the issuance of building permits for all project buildings, the property owner(s) shall submit designs for a pile supported building that, with sufficient pile depth, would be able to withstand the projected horizontal wave force, subject to the review of the County Planning and Building's Geotechnical Section.
43. The minimum finished ground level at the location of all residential structures is 22.1 feet NGVD.

Aesthetics

44. The project shall utilize existing utility poles or poles designed to replace existing poles. No new utility poles shall be constructed.
45. All signage shall be identified by a signage plan, to be reviewed and approved by the Community Development Director prior to sign installation, that complies with M-1 Regulations (provided below, with height amended for this project) and LCP policies regulating signage:

SECTION 6275. Exterior signs pertaining to the business uses conducted on the premises and subject to the following limitations:

- a. Signs shall not exceed two hundred (200) square feet in area on one face and not more than five hundred (500) square feet in total area on the premises. Larger areas may be authorized by the use permit in exceptional cases.
- b. Signs shall not project more than one (1) foot beyond the street property line, but if a building is set back from a street property line, then such sign shall not project more than eight (8) feet from the face of the building.

- c. Attached signs shall not project above the roofline or cornice except when in the opinion of the Planning Commission the sign is an architectural part or feature of the building.
 - d. Free standing signs shall not extend to a height more than four (4) feet (where twenty (20) feet is allowed in other areas of the M-1 Zoning District) above the sidewalk or paved area except when in the opinion of the Planning Commission the sign is an architectural feature of the site.
 - e. Signs shall not face the side line of any adjoining lot in any "R" District when such sign is within twenty-five (25) feet of said side line.
46. The property owner(s) shall provide "finished floor elevation verification" to certify that the structure is actually constructed at the height shown on the approved plans. The property owner(s) shall have a licensed land surveyor or engineer establish a baseline elevation datum point in the vicinity of the construction site.
- a. The property owner(s) shall maintain the datum point so that it will not be disturbed by the proposed construction activities until final approval of the building permit. Should the surveyor require additional datum points to be identified to verify building height, additional datum points will be established as necessary.
 - b. This datum point and its elevation shall be shown on the submitted site plan. This datum point shall be used during construction to verify the elevation of the finished floors relative to the existing natural or to the grade of the site (finished grade).
 - c. Prior to the Current Planning Section's approval of the building permit application, the property owner(s) shall also have the licensed land surveyor or engineer indicate on the construction plans: (1) the natural grade elevations at the significant corners (at least four) of the footprint of the proposed structure on the submitted site plan, and (2) the elevations of proposed finished grades.
 - d. In addition, (1) the natural grade elevations at the significant corners of the proposed structure, (2) the finished floor elevations, (3) the topmost elevation of the roof, and (4) the garage slab elevation must be shown on the plan, elevations, and cross-section (if one is provided).
 - e. Once the building is under construction, prior to the below floor framing inspection or the pouring of the concrete slab (as the case may be) for the lowest floor(s), the property owner(s) shall provide to the Building Inspection Section a letter from the licensed land surveyor or engineer certifying that the lowest floor height, as constructed, is equal to the elevation specified for that

floor in the approved plans. Similarly, certifications on the garage slab and the topmost elevation of the roof are required.

- f. If the actual floor height, garage slab, or roof height, as constructed, is different than the elevation specified in the plans, then the property owner(s) shall cease all construction and no additional inspections shall be approved until a revised set of plans is submitted to and subsequently approved by both the Building Inspection Manager and the Community Development Director.

Airport

- 47. Only parking uses, trail uses, and landscaping shall be located within the AO Zoning District.
- 48. Prior to the issuance of building permits for any building, the property(ies) shall demonstrate compliance with the following:
 - a. Submission of an Approved 7460-1 Form from the Federal Aviation Administration to the Current Planning Section.
 - b. Compliance with FAR Part 77.
 - c. An anti-glare, anti-reflective surface shall be used on all solar panels in order to minimize glare and reflection from the panels to ensure that the project does not interfere with air traffic patterns.
- 49. Landscaping shall be maintained at the height of the imaginary surface for the life of the project and no higher than 33 feet at any point.
- 50. The property owner(s) shall comply with policies of the San Mateo County Comprehensive Airport Land Use Plan (CLUP) regarding avoidance of hazards to aircraft in flight, by prohibiting uses with the following associated effects:
 - a. Any use that would direct a steady or flashing light of white, red, green, or amber color toward an aircraft engaged in an initial straight climb following take-off or toward an aircraft engaged in straight final approach toward a landing, other than FAA-approved navigational lights.
 - b. Any use that would cause sunlight to be reflected toward an aircraft engaged in a straight climb following take-off or toward an aircraft engaged in straight final approach toward a landing.
 - c. Any use that would generate smoke or rising columns of air.
 - d. Any use that would attract large concentrations of birds within approach climb-out areas.

- e. Any use that would generate electrical/electronic interference that may interfere with aircraft communication equipment and/or aircraft instrumentation.

Housing

- 51. A conservator shall review the signing of any waivers by DD residents, when a conservator has been granted the rights to manage the person or estate of a developmentally disabled adult residing at the Wellness Center.
- 52. The Wellness Center shall give preference to disabled adults residing in the San Mateo County Coastal Zone at the time of application for residence at the Wellness Center, over those who do not reside in the San Mateo County Coastal Zone in the consideration of residential applications.
- 53. No high-level noise-generating uses or hazardous materials beyond those associated with general office uses are permitted within the tenant spaces of the Wellness Center. Noise levels shall be restricted to the maximum allowed in residential areas.
- 54. Prior to the issuance of a building permit for the Wellness Center, the property owner(s) shall demonstrate that the building is designed and constructed to meet the accessibility requirements of the Federal and State fair housing acts.

Water Conservation

- 55. Well water usage shall be limited to an average of 10,500 gallons per day (gpd) over one year. Any additional water needed by the project must be supplied by the Montara Water and Sanitary District (MWSD). Well water shall be used for landscaping and irrigation purposes only.
- 56. The property owner(s) shall install only low-flow toilets and no flush urinals in the Wellness Center and Office Park bathrooms.
- 57. Under a mainline extension and water service agreement with MWSD, the property owner(s) shall convey waterline easements to serve the subdivided lots and shall construct and install water mains within the easements that shall be dedicated to MWSD in accordance with MWSD's water service regulations. Water meters shall be installed and recorded by MWSD for each building receiving water service. The water mains and meters shall be owned and operated by MWSD, likewise, in accordance with MWSD's regulations. MWSD shall make the metered water consumption data available, not more frequently than annually to the County, upon the County's request.

Big Wave shall construct, install and maintain water laterals and related building plumbing leading from the meters to the buildings receiving water service.

Upon the County's request, made not more frequently than annually, MWSD shall make NPA water consumption data available to the County for the County's monitoring of consumption. Average consumption shall not exceed 15,500 gpd averaged on an annual basis. If the average annual consumption per day exceeds 15,500 gpd over a 1-year period, the County shall require Big Wave to apply for a CDP amendment adjusting the allowable consumption, subject to MWSD's availability of water supply.

Agriculture

58. The property owner(s) shall record an easement over all areas of proposed agriculture over the project sites, as shown in Attachment K of the staff report. The easement shall preserve areas over both parcels shown as agriculture on the approved site plan for agricultural use only, subject to the restrictions outlined in Condition No. 59. The property owner(s) may record one easement to satisfy both this condition and Condition No. 20.
59. Restrictions on Areas Used for Agriculture:
- a. Farming is prohibited within 100 feet of the wetland boundary.
 - b. Farming within the wetland buffer zone shall be limited to organic farming. No plowing is allowed in the buffer zone.
 - c. The keeping of chickens or other poultry shall be limited to 75 chickens per acre. Lighting, chickens, and chicken housing and associated washing activities shall be located outside of wetland and 150-foot wetland buffer areas. The keeping of other livestock or farm animals shall be prohibited.

Department of Public Works

60. The property owner(s) shall submit a Final Map for the subdivision of the north parcel to the Department of Public Works for review and recording.

The property owner(s) shall submit a Parcel Map for the subdivision of the south parcel to the Department of Public Works for review and recording.

Final Map and Parcel Map shall show the following:

- a. Easements, including benefitting party(ies), area, boundaries, and purpose(s) (i.e., private access, public access, drainage, conservation, farming).
- b. Proposed location for relocation of agricultural line between project parcels.
- c. On north parcel, all access bulbs shall be entirely located on Lot 1.

- d. Meets and bounds information for all property lines.
- e. Add Note: Project implementation and operation for the life of the project is subject to the Conditions of Approval, as approved by the County of San Mateo and California Coastal Commission (if applicable).

An air space map for business condominiums shall be filed prior to the individual sale of business condominiums. Multiple maps may be recorded after the final map is recorded.

- 61. The property owner(s) shall prepare a plan indicating the proposed sewer connection to Granada Community Services District (GCSD). This plan should be included with the improvement plans that show all of the subdivision improvements and submitted to the Department of Public Works for review. Nothing herein shall exempt the property owner(s) from securing all permits required for matters within GCSD's permit jurisdiction.
- 62. At the time a water connection is granted, the property owner(s) shall submit, to both the Department of Public Works and the Planning Department, written certification from MWSD stating that its requirements to provide water service connections to the parcels of this subdivision have been met.
- 63. Prior to recording the Final Map and Parcel Map, the property owner(s) will be required to submit to the Department of Public Works a complete set of improvement plans including all provisions for roadways, driveways, utilities, storm drainage, and stormwater treatment, all in accordance with the County Subdivision Regulations, County Standard Details, County Drainage Policy and NPDES Permit, plus the applicable plan review fee.
- 64. Upon the Department of Public Works' approval of the improvement plans, the property owner(s) may be required to execute a Subdivision Improvement Agreement and post securities with the Department of Public Works, if determined by the Department of Public Works to be applicable, as follows:
 - a. Faithful Performance - 100% on the estimated cost of constructing the improvements.
 - b. Labor and Materials - 50% of the estimated cost of constructing the improvements.
 - c. Warranty - 50% of the estimated cost of guaranteeing the improvements.

The property owner(s) shall convey sureties to the County for on-site and off-site improvements, including but not limited to those related to traffic control-related improvements, prior to the recordation of any subdivision map.

65. The property owner(s) shall comply with the following requirements for emergency access, prior to the issuance of any building permits for the Office Park:
- a. All on-site and off-site access improvements at the Wellness Center and the Office Park shall be subject to the approval of the Sheriff's Office of Emergency Services, Coastside County Fire Protection District, and the Department of Public Works, to ensure that on- and off-site traffic improvements do not negatively impact site access or public road access during an emergency and are adequate for the purpose of emergency evacuation. The property owner(s) shall provide design specifications, including plans and elevations of improvements, to the reviewing agencies, prior to the issuance of any building permit for building construction.
 - b. Emergency service agencies shall possess all key(s) and code(s) necessary to open any devices that prohibit adequate access during an emergency. Also, key(s) and code(s) shall be maintained with a manager on-site at all times.
66. ~~The property owner(s) shall install a 10-foot wide~~ contribute to the provision of a Class I or Class II bike path-trail along the entire length of Airport Street by providing payment to the County for the cost of constructing the segment of the trail along the entire length of the north and south parcels. Said payment shall be submitted to the County, in a form satisfactory to the Community Development Director, within 30 days from the date on which the County has secured all necessary approvals required for trail construction. ~~subject to review and approval by the Department of Public Works (DPW) and the issuance of an encroachment permit by DPW. The trail must be completed in a finished manner, to the satisfaction of the Department of Public Works, County Parks, and the Community Development Director. The property owner(s) shall coordinate with County Parks regarding the location of the trail along Airport Street.~~
67. At the time of the construction of the Class 1 on-site pedestrian trail, which must be completed prior to occupancy of any project buildings per Condition No. 5.o.4, the property owner(s) shall construct the pedestrian crossing over the drainage separating the north and south parcels, as approved by the Community Development Director and the Department of Public Works. If CDFW or USACE permit(s) are required to construct this crossing, the County shall be responsible for securing such permit(s), and any delay in obtaining such permits shall not prevent occupancy of project buildings. ~~road adjustment and install k-rails or other Department of Public Works approved safety barrier within the Airport Street right-of-way (northbound only) over the drainage channel. The area protected by the barrier shall accommodate pedestrian and bicycle access. The design of roadway improvements shall be subject to review and approval by the Department of Public Works and the Department of Parks prior to installation. An encroachment permit is required for all work within the County public right-of-way.~~

~~The barrier shall not be installed prior to occupancy if the applicant obtains permit approvals or demonstrates diligent pursuit of permit approvals (as determined by the Community Development Director), prior to occupancy of any Wellness Center building, for widening the bridge over the drainage to include a Class 1 trail, a separate project under CEQA and LCP. If, by the end of the third year following final project approval, the bridge over the drainage has not been widened, the road adjustment and safety barrier shall be installed.~~

68. The property owner(s) shall submit a permanent stormwater management plan in compliance with the County's Drainage Policy (including stormwater detention requirements) and all applicable NPDES requirements, including but not limited to Provision C.3, for review and approval by the Department of Public Works, prior to the Current Planning Section's approval of any building permit. An individual Operation and Maintenance Agreement (O&M Agreement) is required for each lot for which compliance is required, unless community association(s) are formed for the funding and maintenance of facilities. The O&M Agreement shall include all permanent stormwater treatment measures, including all permeable pavement, as approved by the Community Development Director and the Department of Public Works, and shall be executed prior to the Current Planning Section's final approval of any building permit on each site for which compliance is required. It is prohibited for drainage facilities to direct surface runoff from constructed areas to graded or undeveloped areas of the properties.
69. Prior to the recordation of the Final Map for the north parcel, the access and utility easements on the property shall meet the access requirements of the Department of Public Works and the requirements of all applicable utility providers. These easements shall be duly noted on the map, including the existing 20-foot wide access and utility easement along the north side of the northern parcel.
70. Work within the County right-of-way shall not be commenced until County requirements for the issuance of an encroachment permit have been met and an encroachment permit has been issued. Plans for such work shall be reviewed by the Department of Public Works prior to the issuance of the permit.

Environmental Health Division Conditions

71. The Wellness Center, all Office Park businesses, and businesses operated by Big Wave Group shall comply with Environmental Health Division requirements for the handling and/or storing of hazardous materials. Per Section 6324.6 (*Hazards to Public Safety Criteria*), manufacturing or storage of flammable or hazardous materials within mapped areas susceptible to tsunami inundation is prohibited.
72. The 12-inch clay cap sealing the well from the parking lot shall extend a minimum of 100 feet from any pervious surfaces.

73. Timing of Construction and Protection of Undeveloped Lands. The project will be constructed in accordance with the following timeline and other Planning conditions:

Prior to the issuance of any building permits, the property owners shall:

- a. Initiate implementation of the approved wetland restoration plan by establishing the nursery and seed stock of the plants that will be used for restoration; ~~obtaining a grading and conducting the rough grading required to carry out the restoration plan and conducting said grading; planting areas disturbed by rough grading with the plant species called for by the restoration plan; and installing a barrier outside of the buffer zone following the completion of planting rough grading to prevent disturbance of the restoration area.~~

~~Within three~~5 years and 8 months (~~May 2018~~January 2021) of the final approval of the Coastal Development Permit for the project, the property owners shall:

- ~~a. Construct the Class 1 trail adjacent to Airport Street in accordance with a construction plan submitted for the review and approval of the County's Parks, Public Works, and Planning and Building Departments, as well as all other off-street improvements required by the Department of Public Works for recordation of the final map of the subdivision.~~
- a. Complete the planting and irrigation required to implement the approved wetland restoration plan and initiate the 10-year monitoring program contained in the approved restoration plan.
- ~~e. Install the K-rail on the west side section of Airport Street that crosses the drainage separating the north and south parcels, unless the existing bridge is widened to accommodate a Class 1 trail across this drainage.~~

Within 30 days from the date on which the County has secured all necessary approvals required for bike trail construction, the property owners shall:

- a. Per Condition 5.o.4, provide payment to the County for costs to construct the segment of the Class 1 bike trail along Airport Street and adjacent to the project.

Within 5~~3~~ years of the issuance of the building permit for the Phase 1 Wellness Center Building, (May 2020) ~~of the final approval of the Coastal Development Permit for the project,~~ the property owners shall:

- a. Construct ~~Building 3~~ the Phase 1 building of the Wellness Center (~~25~~ 33 bedrooms), the access and infrastructure improvements required to provide ingress and egress to the Wellness Center, the Wellness Center courtyards,

and the 42 parking spaces that will serve the Wellness Center, which shall be located immediately adjacent to the Phase 1 building~~Building 3~~ and signed and reserved for Wellness Center residents, staff, and visitors.

- b. Install at least 8 coastal access parking spaces on the south parcel, which shall be signed and reserved for use by the general public for the purpose of coastal access. At that time, consistent with Condition 4.h (Mitigation Measure CULT-2a), the property owner shall fence the cultural site area located on the Wellness Center Property, in accordance with a plan and design for such a fence that shall be submitted for the review and approval of the Community Development Director and shall minimize the visual impact of the fence by limiting its height and extent to the minimum necessary to avoid impacts to the cultural site, and by using materials that minimize view blockage and provide a natural appearance.
- c. Install the portion of the approved landscaping plans that is adjacent to Airport Street over both parcels, and that is located within the footprint of the improvements described above.
- d. Install the additional flexible sound barrier(s) if required by the County per Condition No. 4.a.b (Mitigation Measure NOISE-1).
- e. Construct business uses on Lot 7 or the approved Office Park Building on Lot 4 of the north parcel, to the extent necessary to support Wellness Center operations. ~~At the point~~ On or before the date that the first Office Park building on Lot 4 is fifty percent (50%) complete, the property owner must begin construction of the first phase ~~Building 3~~ of the Wellness Center; and upon a showing of good cause, the Community Development Director may grant the property owner an extension of up to six months beyond the date that the first Office Park building on Lot 4 is fifty percent (50%) complete for construction to commence on the first phase ~~Building 3~~ of the Wellness Center, provided that the Community Development Director shall inform the Board of Supervisors if such discretion is exercised. Building permit shall include construction of County-required parking spaces; County-required coastal access public parking spaces (a minimum of 20% of private parking spaces) to be provided on the south parcel; associated parking lot landscaping; accessways/driveways; adjoining courtyards; water, wastewater, and drainage and stormwater treatment systems; and comply with all the conditions of approval and requirements of the Development Agreement. As described above, only as much parking as is required by the County for development approved under building permit(s) shall be constructed at one time. If required by the County, the additional flexible sound barrier(s), per Condition No. 4.a.b. (Mitigation Measure NOISE-1) will be installed during Wellness Center Construction.

- f. Developer shall implement shuttle services to assist with the transportation needs of Wellness Center residents.

With the exception of the Office Park Building on Lot 4 and associated parking, construction of the Office Park Buildings and associated parking areas shall not commence until the above project features have been installed to the satisfaction of the Community Development Director and the Director of Public Works. Once this occurs, Office Buildings may be constructed in the following sequence: Office Park Building on Lot 4 (if not already built), Office Park Building on Lots 2 and/or 3, with the construction of any Office Park Building on Lot 6 and Lot 5 to be permitted after the construction of all Wellness Center buildings. The plans for the construction of Office Buildings shall include the installation of the minimum amount of parking required to serve the building proposed for construction and its associated use, which shall be located immediately adjacent to the building(s) to be constructed, as well as the Coastal Access parking to be installed on the south parcel, the number of spaces of which shall be equivalent to 20% of the number of Office Park parking spaces proposed for construction. Notwithstanding the foregoing, Developer may construct multiple buildings, and associated Business Park and Coastal Access parking, simultaneously. No fill shall occur on the property outside of immediate areas proposed under a building permit for construction (i.e., building, access, and parking), to allow for agricultural use over areas that will be developed in a later phase.

Within 12 years (May 2027) of the final approval of the Coastal Development Permit for the project, the property owners shall:

All Wellness Center Buildings 1 and 2 with a minimum of 57 bedrooms shall be constructed within 12 years of the final approval of the Coastal Development Permit for the project, and prior to the construction of Office Park Buildings on Lots 5 and 6. ~~If constructed at different times, Wellness Center Building 2 shall be constructed prior to Wellness Center Building 1.~~

Construction of all remaining aspects of the project shall be completed within 15 years (May 2030) of the final approval of the Coastal Development Permit for the project. If fewer than the approved number of buildings have been built on the North Parcel at the end of the 15-year development term, rights to develop undeveloped land within the approved development footprint (parking and building footprints) on the North Parcel under the approved permits shall expire.

Department of Parks

74. Prior to the recordation of the Final Map for the north parcel, the property owner(s) shall either produce a deed showing the donation of the land to a park service provider or pay an in-lieu fee, meeting the requirements of Section 7055.3 of the County Subdivision Regulations. As of the date of this report, the in-lieu fee for the

subdivision is \$963.30. The fee shall be recalculated at the time of Final Map and/or the Parcel Map recording as indicated in the County Subdivision Regulations.

75. The property owner(s) shall maintain the visible, accurate markers delineating all sides of the shared property line between the subject parcels and County property, as approved by the County Department of Parks under Condition No. 13.f, for the life of the project. The project property owner(s) and tenants shall not trespass onto County property without the County's authorization.

Building Inspection Section

76. Building permits may be required for all areas of construction. Contact the Building Inspection Section for permit requirements prior to any construction.

Coastside County Fire Protection District (CCFPD)

77. The property owner(s) shall demonstrate compliance with all the requirements of the Coastside County Fire Protection District.

If Type 1 construction is proposed, the building(s) shall comply with requirements including but not limited to, those stated in the District's letter dated April 16, 2014 (Attachment M of the staff report). The property owner(s) shall comply with the proposal for fire protection and flow, as described in the Addendum, including construction of the following features:

- a. Property owner(s) shall provide a 100,000 to 200,000-gallon storage tank or otherwise meet the requirements of CCFPD and MWSD. The tank shall be filled by MWSD water supplies. The tank shall be constructed from a minimum of 8-inch concrete walls and water sealed slab located approximately on the existing grade within the footprint of the Wellness Center Building (no additional excavation is required). The tank would be pier supported and range in depth between 3.5 feet and 5 feet deep.
 - b. Property owner(s) shall provide booster pumps and an engine located within the building footprint. The pumps shall be powered by a 150-kw engine and deliver a minimum of 2,000 gallons per minute (gpm) at 60 pounds per square inch (psi). The engine exhaust would be completely silenced and scrubbed by discharging it below the parking lot gravel through an infiltration chamber.
78. The Planning and Building Department requires that fire access routes shall not be located within wetland areas, wetland buffer areas, or cultural resource areas.

San Mateo Local Agency Formation Commission (LAFCo)

79. The property owner(s) is responsible for submitting applications for the annexation of the project sites to County governed special districts that will provide utility or other service. The project property owner(s) is responsible for application and fees to the San Mateo Local Agency Formation Commission. All LAFCo approvals required to obtain utility servicing shall be acquired and submitted to the Department of Planning and Building prior to the submittal of any building permit application.

Pacific Gas and Electric (PG&E) Company

80. The property owner(s) will be responsible for the costs associated with the relocation of existing PG&E facilities to accommodate the project consistent with the General Order of the California Public Utilities Commission (CPUC).

CalTrans

81. Any work within the CalTrans' right-of-way shall not be commenced until CalTrans' requirements for the issuance of an encroachment permit have been met and such permit has been issued. Plans for such work shall be reviewed by CalTrans prior to the issuance of the permit. To apply, a completed encroachment permit application, environmental documentation, and five (5) sets of plans clearly indicating the State right-of-way must be submitted to: Office of Permits, California Department of Transportation, District 4, P.O. Box 23660, Oakland, CA 94623-0660. Traffic-related mitigation measures should be incorporated into the construction plans during the encroachment permit process. See website link below for more information: <http://www.dot.ca.gov/hq/traffops/developserv/permits/>.
82. Project work that requires movement of oversized or excessive load vehicles on State roadways, such as State Routes 1 and 92, requires a transportation permit that is issued by Caltrans. To apply, a completed transportation permit application with the determined specific route(s) for the shipper to follow from origin to destination must be submitted to the following address: Transportation Permit's Office, 1823 – 14th Street, Sacramento, CA 95811-7119. See the following website link for more information: <http://www/hq/traffops/permits/>.
83. If it is determined that traffic restrictions and detours are needed on or affecting the State highway system, a Transportation Management Plan (TMP) or construction TIS may be required and approved by Caltrans prior to construction. TMPs must be prepared in accordance with *California Manual on Uniform Traffic Control Devices* (CA-MUTCD). Further information is available for download at the following web address:
<http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/pdf/camutcd2012/Part6.pdf>.

Please ensure that such plans are also prepared in accordance with the transportation management plan requirements of the corresponding jurisdictions. For further TMP assistance, please contact the Office Traffic Management Plans at (510)286-4579.

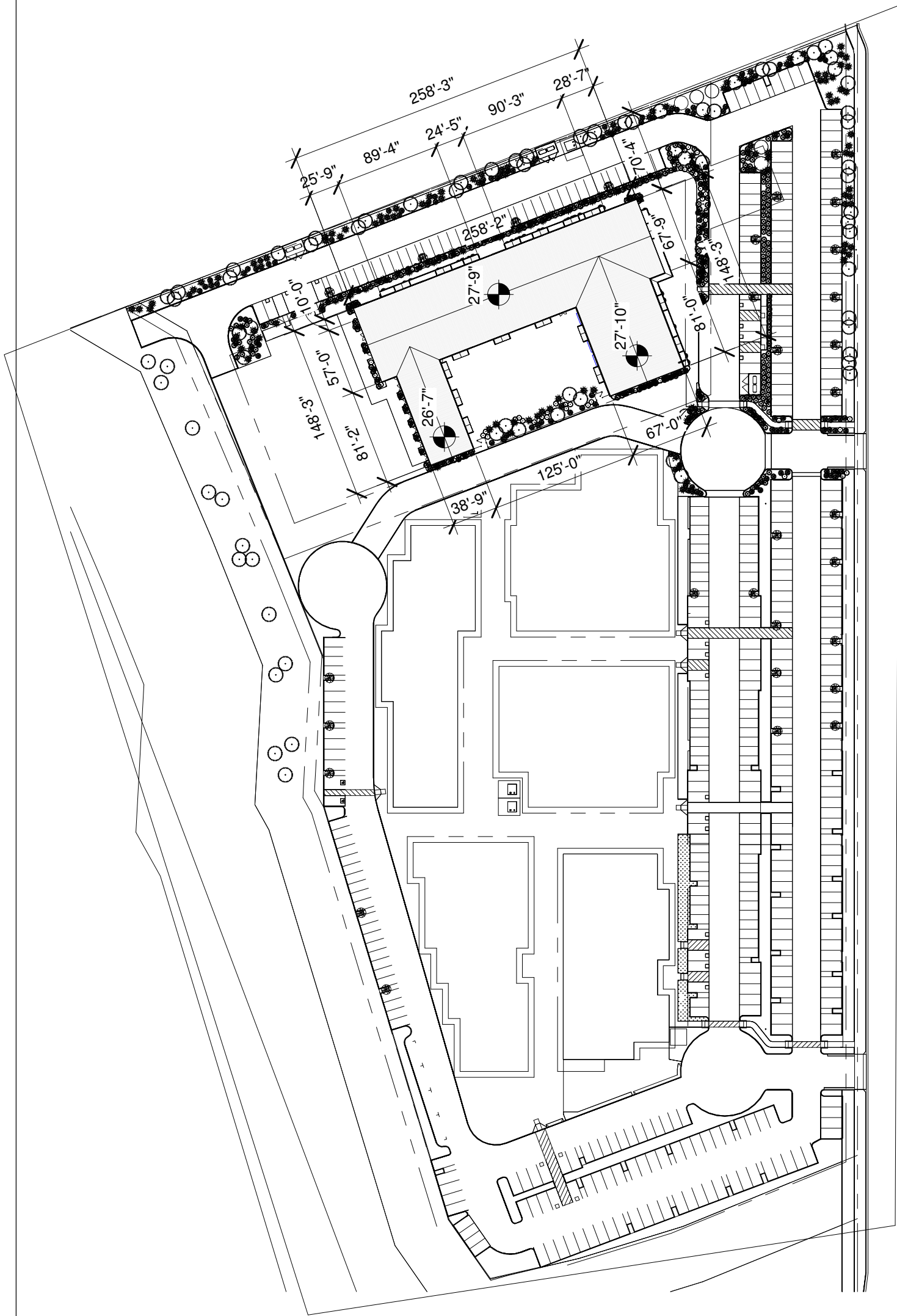
Granada Community Services District (GCSD)

82. Service by GCSD will be conditioned (among other requirements) upon compliance with all pertinent requirements of GCSD's District Code including, without limitation, submittal of an application for service accompanied by an application fee deposit, detailed plans and drawings for the construction of the project improvements, preparation of plans, specifications and drawings for the utility service conforming to GCSD's requirements, entering into all required agreements with GCSD providing for construction of the wastewater service facilities and that also cover any unique requirements regarding service to the NPA development, and payment of all fees, assessments and charges for connection to the public sewer. Service is also subject to compliance with all necessary Federal, State, and Local requirements and/or approvals.
83. The property owner(s) shall obtain a sewer connection permit for the project from the GCSD and comply with all conditions of approval for said permit. The property owner(s) will be responsible for all fees (including sewer service, capacity, and Assessment District fees), engineering studies, and additional infrastructure required to serve the project.
84. The property owner(s) shall subscribe to and pay for the garbage collection and disposal system provided by the GCSD and otherwise comply with in all respects with the GCSD Ordinance Code provisions related to garbage, and diversion from the solid waste stream including in particular Article III thereof.
85. The following requirements regarding water and sanitary sewer service pertain to the CDP issued by the County:
 - a. An amendment to this Project CDP shall be required if water usage exceeds the standard established by subsection c. below or any use or structure is significantly increased or intensified where the increase or intensification has the reasonable potential to increase generation of wastewater, or the use of water supplied by MWSD, as determined by either the County, GCSD, or MWSD. Concern by these agencies that a potential project may result in such increase or intensification shall be communicated to the County and the applicant during building permit review of a project proposal or earlier.
 - b. Notice of any such amendment shall be provided at least 30 days prior to said amendment to all Responsible Agencies, including but not limited to GCSD and MWSD.

- c. If water usage as metered for the Project CDP exceeds an average of 15,500 gpd over one year, then approval by Responsible Agencies GCSD and MWSD must be obtained and submitted to the Department of Planning and Building prior to County approval of any amendment to the Project CDP; furthermore this current Project CDP confirms the authority for such Responsible Agencies to require additional mitigation measures, charges or fees reasonably related to water service by MWSD and sewer service by GCSD if said standard is exceeded.

Montara Water and Sanitary District (MWSD)

- 86. Service for the NPA by MWSD is conditioned upon compliance with all pertinent requirements of MWSD's Water Code, including the following:
 - a. Submittal of an application for service accompanied by detailed plans and drawings for the construction of the NPA improvements.
 - b. Submittal of plans, specifications and drawings for the water utility service conforming to MWSD's requirements.
 - c. Enter into a mainline/service agreement with MWSD providing for construction of the water service facilities and dedication thereof to MWSD.
 - d. Payments of all fees and charges required by the District's Water Code.
 - e. Receipt by the District of a copy of the Big Wave NPA Building Permit issued by San Mateo County.
- 87. Maintenance of water set-asides is subject to applicable MWSD fees and requirements.



1
Site Plan
1" = 100'-0"

Attachment B3

BIG WAVE GROUP, L.L.C.

BIG WAVE GROUP, L.L.C.
BIG WAVE WELLNESS CENTER
80% DD

SLM | Architecture & Design

207 Seventh Ave., #4
San Mateo, CA 94401
Office: 415-846-7943
stevemac@slm-aia.com

OVERALL SITE PLAN

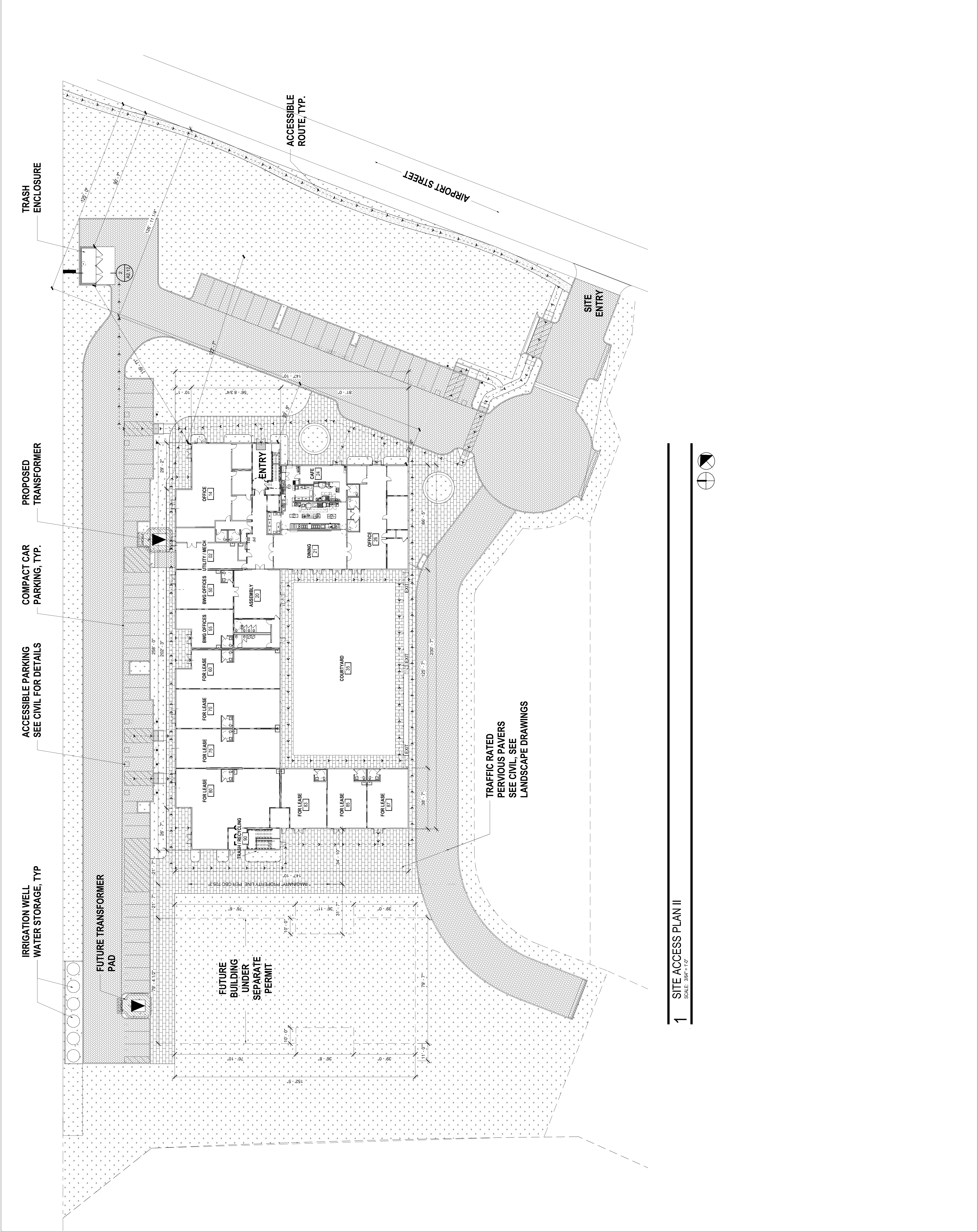
Project number	55-160823-B
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Date	01/24/2018
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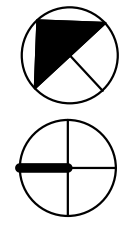
Drawn by	SLM
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ro

[illegible]



1 SITE ACCESS PLAN II
SCALE: 3/64" = 1'-0"



SLM Architecture
& Design
207 Seventh Ave. #4
San Mateo, CA 94401
Cell: 415-846-7943
stevenm@slm-ala.com



Big Wave



WELLNESS CENTER

Lot 7, Building 1
APN #047-311-060,
Princeton-by-the-Sea, CA

No.	Description	Date
1	AGENCY RESUBMITTAL	04/17/19
2	SUBMITTAL #2	07/20/19

Sheet Issue: 07/10/19
Issue Phase: -
Project Number: 55-160823-A
Permit Application #:

Scale:

Title: SITE ACCESS PLAN

Drawing #:

G0.3A



WELLNESS CENTER

Lot 7, Building 1
APN #047-311-060,
Princeton-by-the-Sea, CA

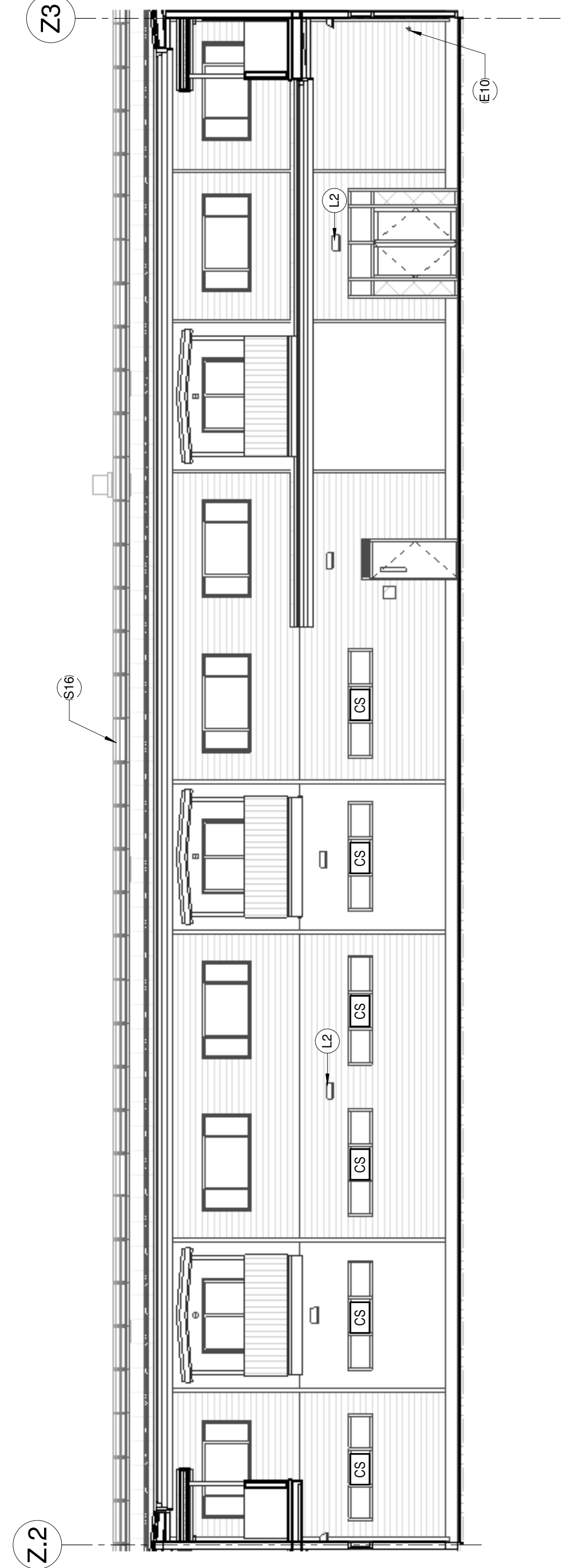
No.	Description	Date
1	AGENCY RESUBMITTAL	04/17/19
2	SUBMITTAL #3	07/09/19

Sheet Issue: 07/10/19
Issue Phase: -
Project Number: 55-160823-A
Permit Application #:

Scale:

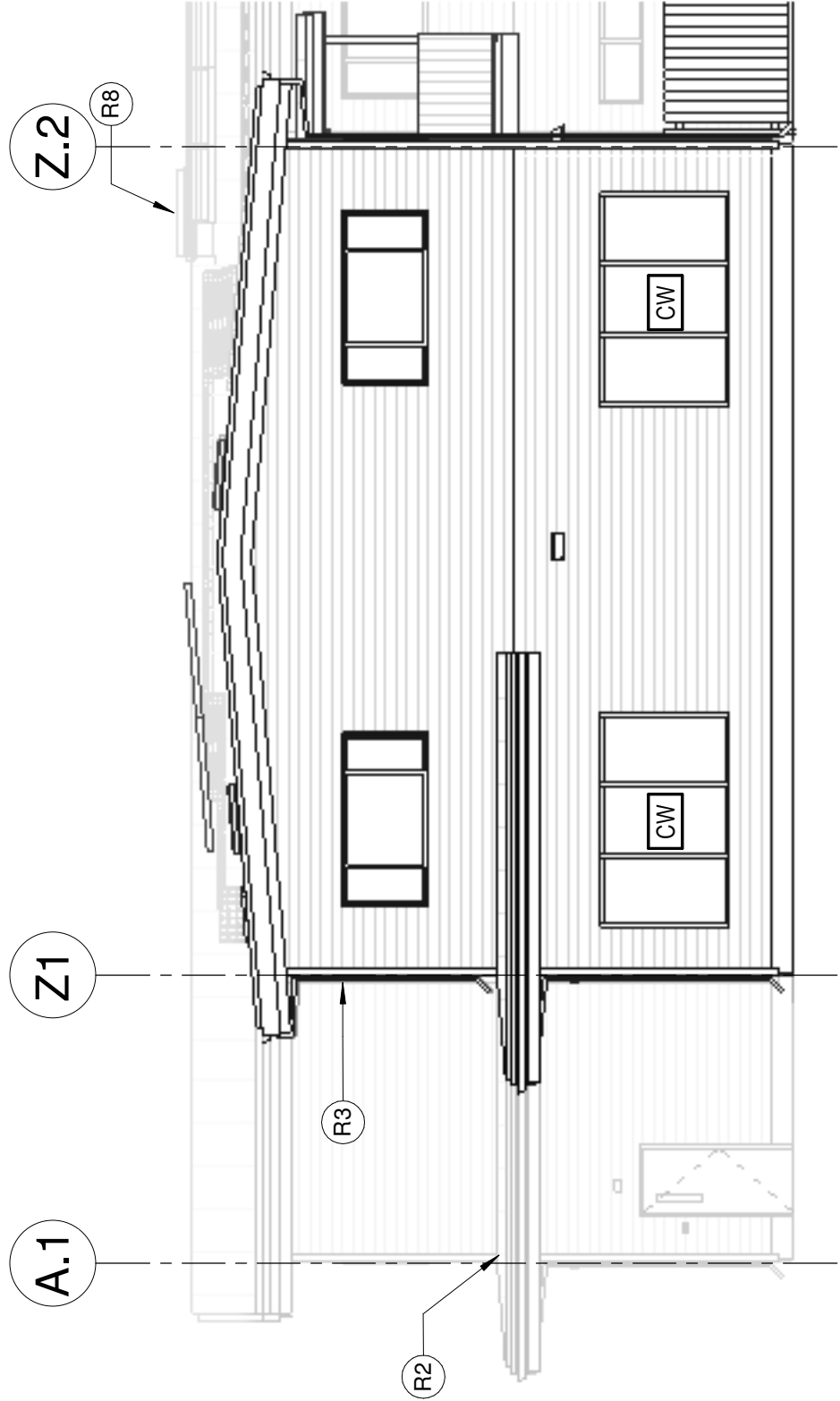
Title: EXTERIOR ELEVATIONS

Drawing #:



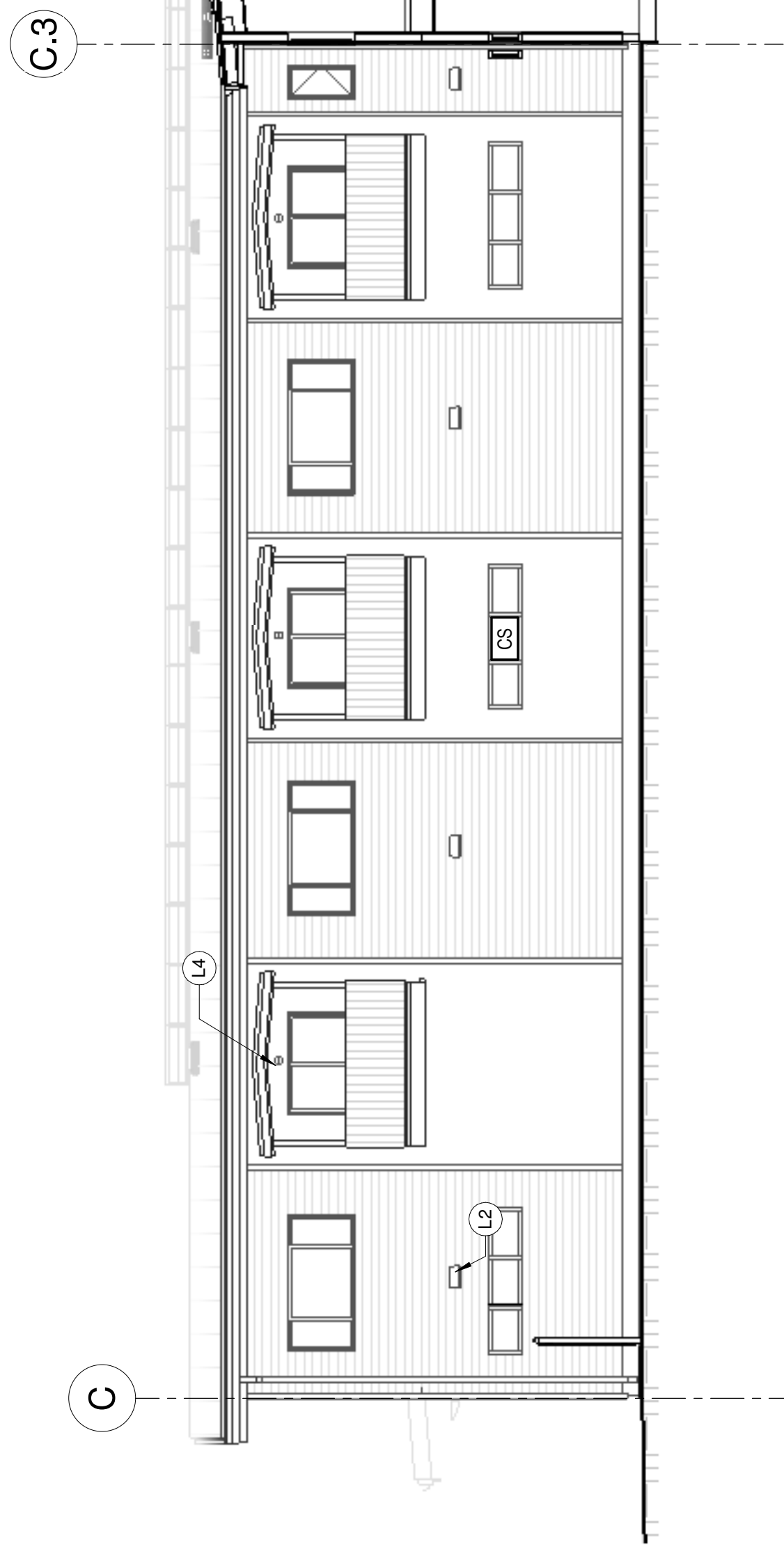
13 COURT YARD SOUTH ELEV

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



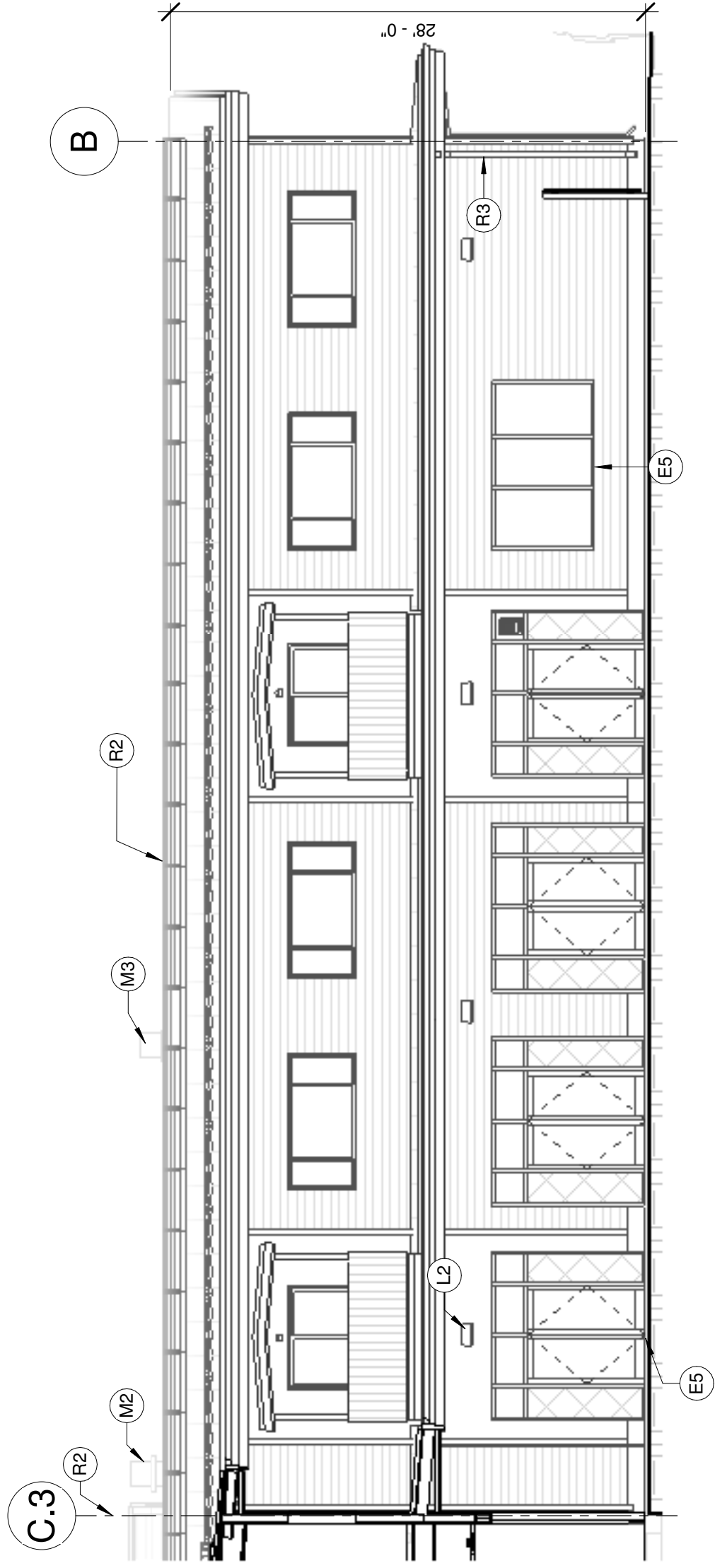
14 SOUTH ELEVATION 1

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



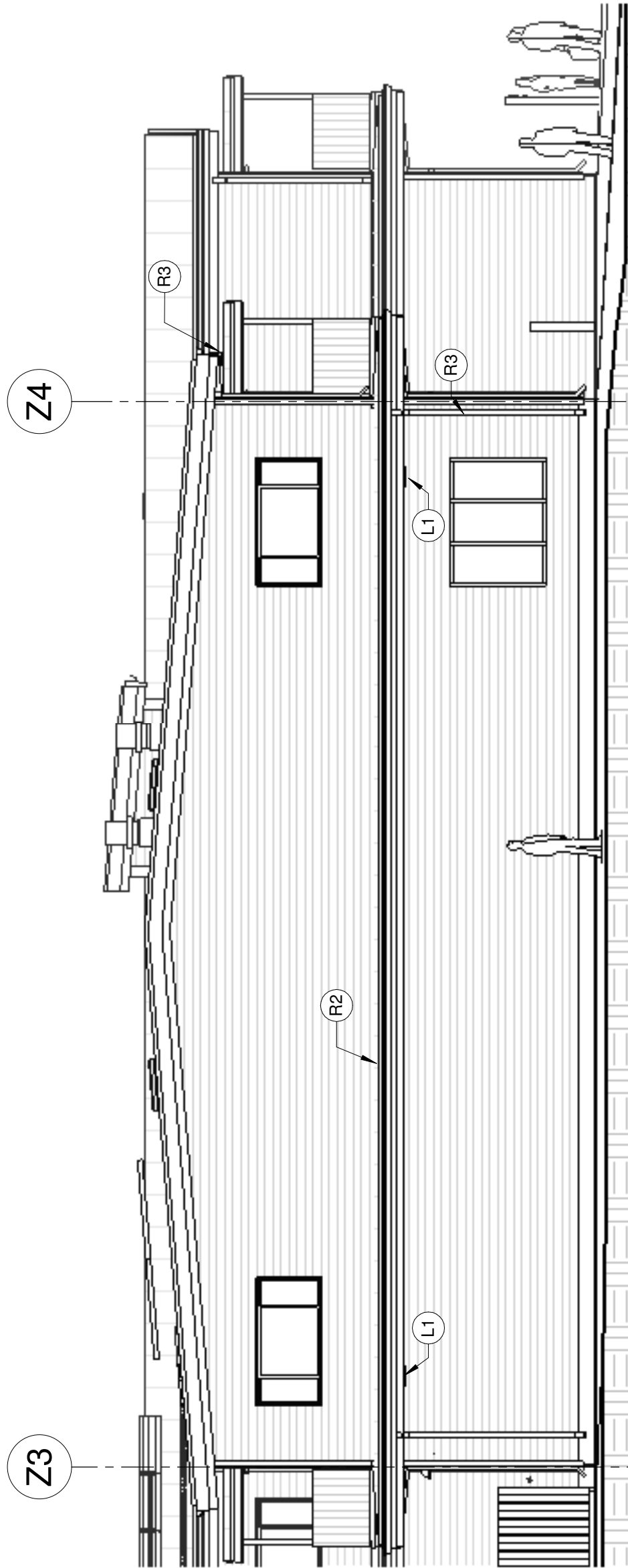
5 COURT YARD EAST ELEV

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



6 COURT YARD WEST ELEV

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



7 SOUTH ELEVATION 2

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

Keynote	Description
E5	ALUMINUM STOREFRONT WINDOW W/ LOW-E GLAZING
E10	DOOR BELL BUZZER OR CHIME
L1	DIE CAST ALUMINUM ALLOY WALL WASH
L2	DIE CAST ALUMINUM WALL PACK
L4	EXTERIOR BALCONY LIGHTING
M2	MECHANICAL EXHAUST - SEE MECH.
M3	MECHANICAL AIR INTAKE - SEE MECH.
R2	NON-REFLECTIVE - STANDING SEAM ROOF SEE SHEET A5.1 FOR DETAILS
R3	GUTTER AND DOWN SPOUT TO MATCH ROOFING MATERIAL
R8	BALCO ROOF ACCESS HATCH TO KEE WALK
S16	SOLAR PANELS AND KEE WALK AND SAFETY TIE-BACK BRACKET



COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT C

ISSUE	DATE / (N) / (S) DESCRIPTION
1	

PROPOSED DEVELOPMENT FOR
WELLNESS CENTER AND OFFICE PARK
WEST SIDE OF AIRPORT STREET NORTH OF STANFORD AVENUE
PRINCETON BY THE SEA, SAN MATEO COUNTY, CALIFORNIA

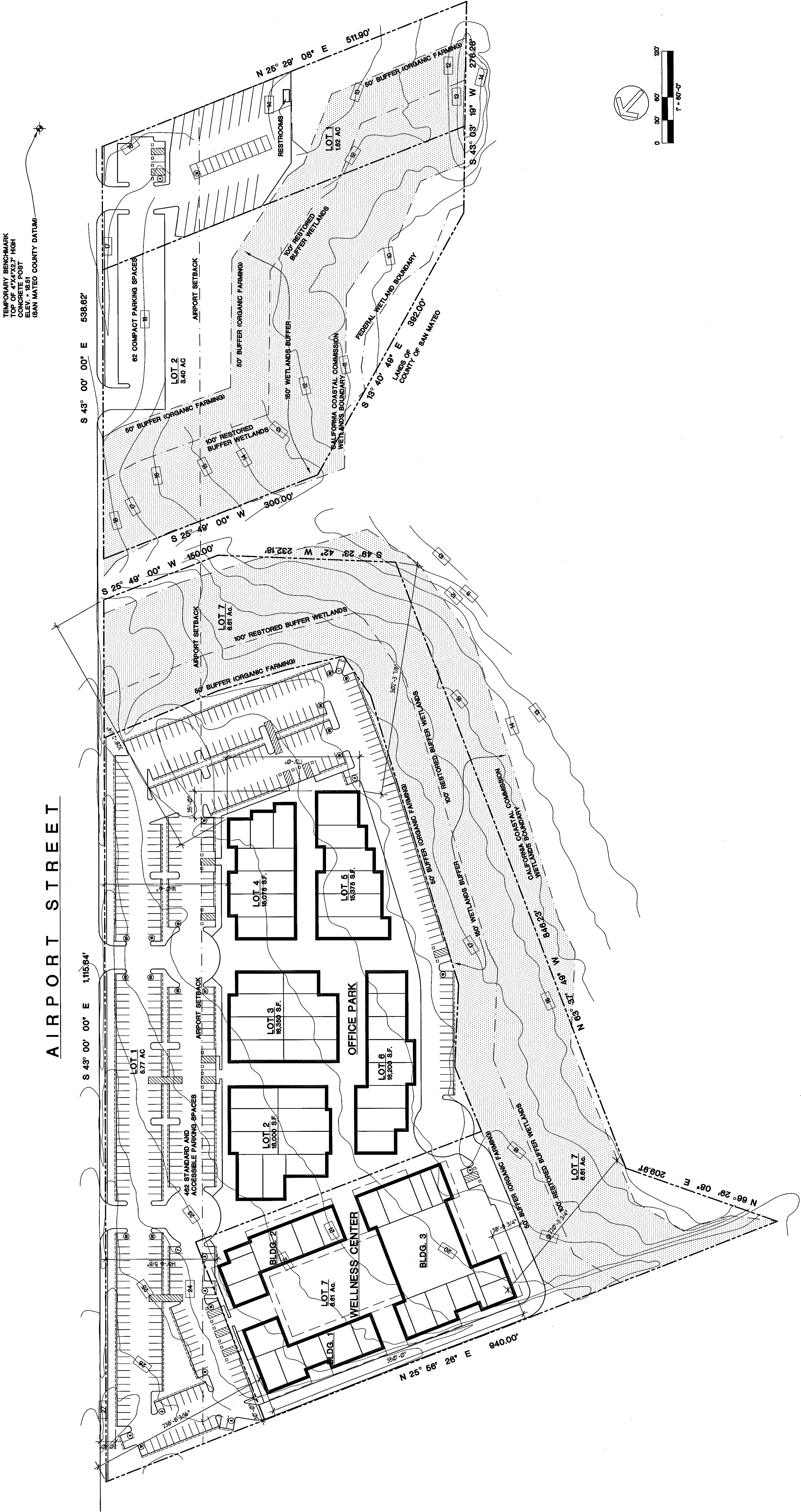
BIG WAVE

DATE: 12/12/2010
CHECKED BY: JMB
JOB NUMBER: 1010

WELLNESS CNTR.
OFFICE PARK

PROPOSED
SITE PLAN

AS101





COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT D

Summary of Minor and Required Building Changes for the Wellness Center

The Board of Supervisors approved three buildings for the Wellness Center in 2015 (footprints shown on Sheet C-3 of the vesting Tentative Map). The front two buildings faced Airport Street with a side setback from the property line with Pillar Ridge neighborhood of 25' (including the 5 foot balconies). The front two buildings were connected together with an indoor covered basketball court. The combined frontage of these two connected buildings towards Airport Street was approved at 200'. The building had a 30' separation between the two buildings joined by the recessed entrance to the indoor basketball court. The maximum approved roof elevation for the front two buildings was 28'. The length of the building face for the front two buildings fronting Pillar was 165'. The front two buildings included 25 residential units.

The third building to the rear had the dimensions of 163 feet fronting Pillar Ridge and 200' width facing the west. The separation between the front buildings and the rear buildings was 30 feet. The maximum height of the rear building was approved at 33'. The total mass of the buildings facing Pillar Ridge was 358 feet. The rear building included a maximum of 32 residential units.

Big Wave has worked with the County to provide minor modifications throughout the building permit process. The modifications to the building have included a lower maximum roof elevation of 26' for the front two buildings. The building setback from the Pillar Ridge Property line has increased to 65 feet (including balconies). Given this increased setback and other drainage requirements, the building width fronting Airport Street decreased from 200 feet to 140. To break up the mass further than what was approved, the current building design has three 10 feet by 20 feet setbacks along the building façade at a minimum of every 90 feet. It was the desire of Big Wave to include at least 33 residential units (33 bedrooms and baths with shared common areas) in the first phase of the building construction. To accommodate the increased number of residential units in the front, the buildings were rotated, the basketball court was eliminated and the plaza area between the wings of the building connects with the plaza area between the business park. This allowed to maintain the same total building length along Pillar Ridge while increasing the number of units and reducing the required frontage along Airport Street by 30% (resulting in an overall reduction building footprint by 30%).

It should be noted that increasing the setback from 25' to 65 feet to the Pillar Ridge neighborhood has allowed for an additional landscaping strip that essentially blocks all views of the buildings from the Pillar Ridge neighborhood and Airport Street. The proposed lot includes the future building footprint of 85' by 150' with a maximum building height of 33 feet.

In summary, the following minor changes maintain the same building length and building mass breakup along the Pillar Ridge neighborhood (358 feet with mass separations of 20 feet to 30 feet every 90 feet), 40 feet of additional setback between the building and the Pillar Ridge property line, reduction of the building frontage facing Airport Street from 200 feet to 140 feet with mass breakup every 90 feet maximum, 2 feet lower maximum building height in the front building, increased landscaping areas between the building and Pillar Ridge and Airport Street, 5 feet increased setback from Airport Street and a total building square footprint reduction from 52,000 square feet to 37,000 square feet (reduction in mass and density of almost 30%). This reduction in building footprint, building height and increased setbacks are considered minor because they reduce the impact of the building on the site, comply with all county requirements by the building permit process and significantly increase the affordability of the units for special needs residents.



Big Wave

A Live-Work Community for Adults with Disabilities

June 5, 2019

Re: Proposed Amendments to Conditions of Approval for July 23 BOS Meeting

Dear Mr. Monowitz,

There are two Conditions of Approval that specifically relate to the issuance of construction permits for which we are requesting a minor amendment, condition 21 and condition 73. In addition, we are requesting acceptance of minor changes in the Wellness Center design on which we have been working with the County during the building permit process for the last two years.

Existing Condition 21:

Prior to issuance of any building permits, the property owner(s) shall provide a plan for the full implementation of the Riparian and Waters/Wetland Ecosystem Restoration Final Basis of Design Report that is consistent with the approved site plan and provides for the installation of wildlife protection fencing on both sites, subject to the review and approval of the Community Development Director and the Director of County Parks. The property(s) shall coordinate with County Parks regarding how restoration work shall enhance the Pillar Point Marsh. Wetland creation shall be fully implemented within the phasing discussed in the Development Agreement but no later than 3 years from the final project approval date.

Reason for Change of Condition 21:

The purpose for including wetland restoration in the Conditions of Approval was that wetland restoration would mitigate potential environmental damage because of development. All Conditions of Approval relating to wetland restoration were based on a fundamental understanding between Big Wave and the County, a two-part equation, that the County would allow Big Wave to realize the benefit of developing its property if Big Wave agreed to pay for wetland restoration.

Despite not having received any development rights, not even a final map, for over four years since receiving the CDP, Big Wave has proceeded in good faith to keep its end of the agreement with restoring the wetlands. We submitted a master landscape plan with detailed wetland design in September of 2017. We completed planting under supervision of a biologist



The Big Wave Group PO Box 1901 El Granada CA 94018
650.425.1402 www.bigwaveproject.org

The Big Wave Group is a non-profit 501(c)(3) organization, EIN #20-5666260



on the northern parcel, the only parcel with any proposed development, in February of 2018. Despite dealing with both droughts and unusually heavy rains during this process, our work is taking root and showing results. There are still issues that need to be resolved prior to fully completing the restoration. Once Big Wave receives County comments and approvals on what we have submitted, we can make adjustments as needed. The County review process is out of our control so we have no idea how long that will take.

Typically, wetland restoration as a means to mitigate environmental concerns takes place during the actual development or at the least once a construction permit is issued. If there is no development then there would be nothing to mitigate. We are requesting that condition 21 be changed to coincide with a more reasonable and functional schedule that coincides with the construction process.

Proposed Change to Condition 21 (in red):

(delete "Prior to issuance of any building permits")

The property owner(s) shall provide a plan for the full implementation of the Riparian and Waters/Wetland Ecosystem Restoration Final Basis of Design Report that is consistent with the approved site plan and provides for the installation of wildlife protection fencing on both sites, subject to the review and approval of the Community Development Director and the Director of County Parks. The property(s) shall coordinate with County Parks regarding how restoration work shall enhance the Pillar Point Marsh. Wetland creation shall be fully implemented within the phasing discussed in the Development Agreement but no later than 3 years from the issuance of the first building permit.

Existing Condition 73 (Part of which relates to condition 21) :

Within three years (May 2018) of the final approval of the Coastal Development Permit for the project, the property owners shall:

- a. *Construct the Class 1 trail adjacent to Airport Street in accordance with a construction plan submitted for the review and approval of the County's Parks, Public Works, and Planning and Building Departments, as well as all other off-street improvements required by the Department of Public Works for recordation of the final map of the subdivision.*
- b. *Complete the planting and irrigation required to implement the approved wetland restoration plan and initiate the 10-year monitoring program contained in the approved restoration plan.*
- c. *Install the K-rail on the west side section of Airport Street that crosses the drainage separating the north and south parcels, unless the existing bridge is widened to accommodate a Class 1 trail across this drainage.*



Reason for Changing Condition 73 a., b., c, relating to the first three year phase:

The County has had been debating if the Class 1 trail should be moved to the East side of Airport Street instead of the West side, the design and placement of which was approved by the Board of Supervisors. Since Big Wave does not own the land on the East side of Airport it cannot build the trail on this side until the County provides the approvals which it has not done at this point. In addition, the County has brought into question the approved K rail, cantilevered bridge approved design over the drainage ditch on County Property, suggesting that it prefers a prefabricated bridge to span the ditch as a substitute to the approved cantilevered-K rail design. Big Wave has been unable to implement that suggestion as the County would first have to receive environmental approvals from Dept. of Fish & Game as well as Army Core of Engineers for work on County property. As a result of the County's desire to also change this condition of approval and inability to date to direct Big Wave on the specific changes desired by the County, Big Wave has been unable to meet the previously specified May 2018 deadline.

73 b., relating to wetlands, is covered in condition 21 and does not need to be repeated here.

Proposed Change to Condition 73 (in red)

Delete in its entirety 73 a., b., c., under the title Within three years (May 2018) of the final approval....

Substitute with one of the two following options:

Option 1:

Big Wave shall pay the County \$125,000 towards a class 1 trail including crossing the drainage ditch on County property that it will construct. Big Wave can continue with its development and occupancy of the Wellness Center and all other development prior to the County constructing the class 1 trail. **(Note: Condition 73 b., in reference to Wetland restoration is covered in condition 21).**

OR

Option 2:

Construct a 10 foot meandering trail adjacent to Airport Street in accordance with a master plan submitted for the review and approval of the County; Parks, Public Works, and Planning and Building Departments, as well as all other off-street



improvements required by the Department of Public Works for recordation of the Final map of the subdivision. The 10 wide meandering trail located on the West Side of Airport Street shall be gravel (as previously approved by the Board of Supervisors) and similar to that approved by the Public Works Department in Moss Beach. The trail shall end at the County Property separating Parcel 1 and Parcel 2 of the existing subdivision. The County, at its discretion, is responsible for installing a bridge or crossing option over the drainage ditch on its property located between the north and south parcel of Big Wave property. Future development or occupancy of Big Wave property shall not be limited based on the completion of this crossing. A subsequent legal agreement shall be prepared detailing the maintenance requirements by the County and liability for the County for the trail. The completion of this agreement shall not prevent or delay the issuance of construction permits or occupancy.

Condition 73 b, relating to wetlands, is covered under condition 21 and does not need repeating here.

Existing Condition 73 a-f, under Within 5 years (May 2020) of the final approval....

Within 5 years (May 2020) of the final approval of the Coastal Development Permit for the project, the property owners shall:

- a. *Construct Building 3 of the Wellness Center (25 bedrooms), the access and infrastructure improvements required to provide ingress and egress to the Wellness Center, the Wellness Center courtyards, and the 42 parking spaces that will serve the Wellness Center, which shall be located immediately adjacent to Building 3 and signed and reserved for Wellness Center residents, staff, and visitors.*
- b. *Install at least 8 coastal access parking spaces on the south parcel, which shall be signed and reserved for use by the general public for the purpose of coastal access. At that time, consistent with Condition 4.h (Mitigation Measure CULT-2a), the property owner shall fence the cultural site area located on the Wellness Center Property, in accordance with a plan and design for such a fence that shall be submitted for the review and approval of the Community Development Director and shall minimize the visual impact of the fence by limiting its height and extent to the minimum necessary to avoid impacts to the cultural site, and by using materials that minimize view blockage and provide a natural appearance.*
- c. *Install the portion of the approved landscaping plans that is adjacent to Airport Street over both parcels, and that is located within the footprint of the improvements described above.*



- d. *Install the additional flexible sound barrier(s) if required by the County per Condition No. 4 a.b (Mitigation Measure NOISE-1).*
- e. *Construct business uses on Lot 7 or the approved Office Park Building on Lot 4 of the north parcel, to the extent necessary to support Wellness Center operations. At the point that the first Office Park building on Lot 4 is fifty percent (50%) complete, the property owner must begin construction of Building 3 of the Wellness Center; and upon a showing of good cause, the Community Development Director may grant the property owner an extension of up to six months beyond the date that the first Office Park building on Lot 4 is fifty percent (50%) complete for construction to commence on Building 3 of the Wellness Center, provided that the Community Development Director shall inform the Board of Supervisors if such discretion is exercised. Building permit shall include construction of County-required parking spaces; County-required coastal access public parking spaces (a minimum of 20% of private parking spaces) to be provided on the south parcel; associated parking lot landscaping; accessways/driveways; adjoining courtyards; water, wastewater, and drainage and stormwater treatment systems; and comply with all the conditions of approval and requirements of the Development Agreement. As described above, only as much parking as is required by the County for development approved under building permit(s) shall be constructed at one time. If required by the County, the additional flexible sound barrier(s), per Condition No. 4 a.b. (Mitigation Measure NOISE-1) will be installed during Wellness Center Construction.*
- f. *Developer shall implement shuttle services to assist with the transportation needs of Wellness Center residents*

With the exception of the Office Park Building on Lot 4 and associated parking, construction of the Office Park Buildings and associated parking areas shall not commence until the above project features have been installed to the satisfaction of the Community Development Director and the Director of Public Works. Once this occurs, Office Buildings may be constructed in the following sequence: Office Park Building on Lot 4 (if not already built), Office Park Building on Lots 2 and/or 3, with the construction of any Office Park Building on Lot 6 and Lot 5 to be permitted after the construction of all Wellness Center buildings. The plans for the construction of Office Buildings shall include the installation of the minimum amount of parking required to serve the building proposed for construction and its associated use, which shall be located immediately adjacent to the building(s) to be constructed, as well as the Coastal Access parking to be installed on the south parcel, the number of spaces of which shall be equivalent to 20% of the number of Office Park parking spaces proposed for construction. Notwithstanding the foregoing, Developer may construct multiple buildings, and associated Business Park and Coastal Access parking, simultaneously. No fill shall occur on the property outside of immediate areas proposed under a building permit for construction (i.e., building, access, and parking), to allow for agricultural use over areas that will be developed in a later phase.



Reason for changing Condition 73 (year 5 of phasing):

It has been over four years since we received the CDP and we still do not have a final map or a construction permit. Unforeseen delays have made it impossible for us to meet this condition.

Proposed Change (in red):

Within 3 years of the first construction permit being issued, the property owners shall:

The rest can stay as is:

- a. *Construct Building 3 of the Wellness Center (25 bedrooms), the access and infrastructure improvements required to provide ingress and egress to the Wellness Center, the Wellness Center courtyards, and the 42 parking spaces that will serve the Wellness Center, which shall be located immediately adjacent to Building 3 and signed and reserved for Wellness Center residents, staff, and visitors.*
- b. *Install at least 8 coastal access parking spaces on the south parcel, which shall be signed and reserved for use by the general public for the purpose of coastal access. At that time, consistent with Condition 4.h (Mitigation Measure CULT-2a), the property owner shall fence the cultural site area located on the Wellness Center Property, in accordance with a plan and design for such a fence that shall be submitted for the review and approval of the Community Development Director and shall minimize the visual impact of the fence by limiting its height and extent to the minimum necessary to avoid impacts to the cultural site, and by using materials that minimize view blockage and provide a natural appearance.*
- c. *Install the portion of the approved landscaping plans that is adjacent to Airport Street over both parcels, and that is located within the footprint of the improvements described above.*
- d. *Install the additional flexible sound barrier(s) if required by the County per Condition No. 4 a.b (Mitigation Measure NOISE-1).*
- e. *Construct business uses on Lot 7 or the approved Office Park Building on Lot 4 of the north parcel, to the extent necessary to support Wellness Center operations. At the point that the first Office Park building on Lot 4 is fifty percent (50%) complete, the property owner must begin construction of Building 3 of the Wellness Center; and upon a showing of good cause, the Community Development Director may grant the property owner an extension of up to six months beyond the date that the first Office Park building on Lot 4 is fifty percent (50%) complete for construction to commence on Building 3 of the Wellness Center, provided that the Community*



Development Director shall inform the Board of Supervisors if such discretion is exercised. Building permit shall include construction of County-required parking spaces; County-required coastal access public parking spaces (a minimum of 20% of private parking spaces) to be provided on the south parcel; associated parking lot landscaping; accessways/driveways; adjoining courtyards; water, wastewater, and drainage and stormwater treatment systems; and comply with all the conditions of approval and requirements of the Development Agreement. As described above, only as much parking as is required by the County for development approved under building permit(s) shall be constructed at one time. If required by the County, the additional flexible sound barrier(s), per Condition No. 4 a.b. (Mitigation Measure NOISE-1) will be installed during Wellness Center Construction.

- f. Developer shall implement shuttle services to assist with the transportation needs of Wellness Center residents*

With the exception of the Office Park Building on Lot 4 and associated parking, construction of the Office Park Buildings and associated parking areas shall not commence until the above project features have been installed to the satisfaction of the Community Development Director and the Director of Public Works. Once this occurs, Office Buildings may be constructed in the following sequence: Office Park Building on Lot 4 (if not already built), Office Park Building on Lots 2 and/or 3, with the construction of any Office Park Building on Lot 6 and Lot 5 to be permitted after the construction of all Wellness Center buildings. The plans for the construction of Office Buildings shall include the installation of the minimum amount of parking required to serve the building proposed for construction and its associated use, which shall be located immediately adjacent to the building(s) to be constructed, as well as the Coastal Access parking to be installed on the south parcel, the number of spaces of which shall be equivalent to 20% of the number of Office Park parking spaces proposed for construction. Notwithstanding the foregoing, Developer may construct multiple buildings, and associated Business Park and Coastal Access parking, simultaneously. No fill shall occur on the property outside of immediate areas proposed under a building permit for construction (i.e., building, access, and parking), to allow for agricultural use over areas that will be developed in a later phase.

Sincerely,

Jeff Peck

