

**REIMBURSEMENT AGREEMENT
Mitigation Improvements**

THIS AGREEMENT, made and entered in the City of Menlo Park, on and as of this 10th day of October, 2014, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "City" and ANTON MENLO, LLC, a California limited liability company, hereinafter referred to as "Developer."

A. Developer owns that certain real property commonly known as 3605-3615, 3633-3655 and 3639 Haven Avenue, in the City of Menlo Park, California (APNs: 055-170-190; 055-170-200; 055-170-260; 055-170-180; 055-170-270 and 055-170-320) (collectively, the "Property").

B. Development of the Property is subject to certain Housing Element mitigation measures designated as TR-1g and TR-2w ("Mitigation Measures") that require the Developer to construct certain roadway improvements.

C. Developer has agreed to extend the geographic reach of the roadway improvements required by the Mitigation Measures to beyond the Atherton Channel and construct the Improvements, as defined below, in accordance with the conceptual plans attached hereto as Exhibit A and incorporated herein by this reference. While the final plans for the construction of the Improvements shall be subject to City approval, nothing contained in this Agreement shall be deemed to constitute an agreement by Developer to construct any Improvements which materially deviate from the conceptual plans attached hereto as Exhibit A.

i. At the intersection of Bayfront Expressway and Marsh Road (the "Intersection"), re-stripe the southbound approach on Bayfront Expressway (Haven Avenue approach) from one shared left turn/through lane, one through lane and one right turn lane to one left turn/through lane, and one through/right turn lane and one right turn lane ("Road Improvements"); and

ii. Construct (i) bicycle and pedestrian improvements on both sides of Haven Avenue, including a separate bike and pedestrian bridge on at least one side of the existing bridge over the Atherton Channel ("Bicycle and Pedestrian Improvements") and (ii) aesthetic improvements (e.g. decorative paving) to the existing median on the Haven Avenue approach to the Intersection ("Median Improvements" and collectively with the Road Improvements and Bicycle and Pedestrian Improvements, the "Improvements"), all in accordance with conceptual plans prepared by Developer and approved by the City.

D. The Mitigation Measures also require the City to enter into a non-recourse reimbursement agreement with the party constructing the Improvements, whereby the City shall agree to levy and use commercially reasonable efforts to collect fees from other entities/persons that benefit from said Improvements (the "Sharing Parties"), including, without limitation, Menlo Gateway, Facebook Campus, Greystar (3645 Haven Avenue) and 3760 Haven Avenue projects, to the extent they are obligated to

participate in the cost of such improvements. Unless otherwise approved by the City, Developer is the party constructing the improvements. In the event that Developer is not the party constructing the improvements, the provisions contained in this Agreement shall be of no further force or effect. In the event of any inconsistency between the Mitigation Measures and any obligation of Developer described in this Agreement, this Agreement shall govern and control.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

1. **GRANT OF LICENSE - USE OF LICENSE AREAS.** The City hereby grants to the Developer a license upon, across, under and over Haven Avenue, Bayfront Expressway, Marsh Road and the Atherton Channel for the limited purpose of construction and installation of the improvements (collectively, the "License Areas"). The Developer shall have no obligation to maintain, repair or replace the public roadways or curbs surrounding the License Areas. Notwithstanding the foregoing, to the extent Developer damages the License Areas during construction of the improvements, Developer shall be required to repair any such damage and restore the License Areas to their previous condition.

2. **NON-EXCLUSIVITY - NO INTEREST IN LAND.** The license granted herein shall be non-exclusive, and the City reserves the right to grant other licenses and/or allow other public use of the License Areas as it may deem appropriate. The Developer acknowledges that this license is non-possessory and the License Areas are subject to public use at all times, subject to Developer's right to temporarily close access due to construction of the improvements pursuant to an encroachment permit or other City approval. The parties agree that this license does not grant to or create in the Developer any fee, leasehold, easement or other interest or estate in land in the License Areas.

3. **TERM.** This Agreement shall become effective, and the obligations herein, commencing on the date set forth above. The City may, with or without cause, revoke this license at any time on thirty (30) days notice by service upon the Developer (or its heirs, successors and assigns) of a written notice of revocation when the City determines that it is in the best interests of the public to do so; provided, however, that the City may not revoke such license during the period of construction of the improvements. This Agreement and the license granted herein may also be terminated at any time upon written mutual agreement of the parties.

4. **STANDARD OF WORK.** The Developer agrees by acceptance of this license to maintain the License Areas during the construction of the improvements in a professional manner and in a clean and orderly condition. Any work contemplated under this Agreement and the license which requires excavation, involves the installation of permanent improvements or affects the established drainage shall be submitted to the City prior to commencement of the work for review and approval. Upon completion of the work each day, all trimmings, branches, cuttings, and other materials shall be removed, and no equipment shall be stored overnight within the License Areas

without the prior written permission of the City. The Developer shall be responsible for obtaining any and all other permits, if any, if required for the performance of its work.

5. **REIMBURSEMENT - VERIFICATION OF COSTS.** The fees shall be collected by the City from the Sharing Parties prior to the issuance of any building permit for the applicable project for such Sharing Party, if required pursuant to applicable approvals for such projects. Such reimbursement shall be based upon the total number of residential units to be developed within the site as shown in approved site plans for development projects. Developer shall additionally be entitled to reimbursement through existing agreements that the City has (either by direct enforcement by Developer, in Developer's sole discretion, against the parties obligated for such reimbursements or by payment by the City of reimbursements collected by the City under such agreements to the extent such agreements require participation in the cost of Improvements by such projects) with the Menlo Gateway, Facebook Campus, Greystar (3845 Haven Avenue) and 3760 Haven Avenue projects, which reimbursements the City agrees to use commercially reasonable efforts to obtain. Developer shall also be eligible for reimbursement from future non-residential development in the Haven Avenue area as determined by the City at the time of such future development. The actual amounts to be paid to the Developer shall be based upon the final cost of construction and installation of the Improvements, which shall be evidenced by invoices or other evidence of such costs provided by Developer, and as verified by the City. In no event shall the costs subject to reimbursement include any of Developer's internal employee costs, or management expenses paid to affiliated entities of Developer. City further agrees to use commercially reasonable efforts to cause the reimbursement of Developer to occur in as expeditious manner as possible. The Developer shall provide to the City documentation of the scope of work and invoices showing the amounts paid for the construction of the Improvements. The City shall verify invoices that are directly related to the costs of construction for the Improvements. The City shall pursue reimbursement from the Sharing Parties, at Developer's cost. All reimbursements due under this Agreement shall be promptly paid by the City to Developer as the City obtains funds from the Sharing Parties after completion of the Improvements and acceptance of the Improvements by the City, as certified by Developer's contractor to the City. Fees paid to the City by the Sharing Parties need not be paid to the Developer until the limitations period for instituting legal action seeking refund of funds paid under protest has run and no court action has been instituted. If an action is instituted, the City shall not pay such funds to the Developer until the action has been completed and the authority of the City to collect such charges is sustained.

6. **INDEMNIFICATION.** Developer shall defend, indemnify and hold harmless the City, its officers, agents and employees (the "Indemnified Parties") from and against any claims, demands, or causes of action, including any writ of mandate proceeding, brought by any person or entity challenging the validity of this Agreement, including, but not limited to, a suit brought by any party from whom or which the City is attempting to collect reimbursement to pay Developer pursuant to the terms of this Agreement (provided, however, in the event of any such claim, demand, or cause of action, Developer shall have the right to determine whether or not the City should

pursue the defense of any such challenge). If the Developer fails to undertake defense of the action at its expense, the City may return the amounts so paid under protest, and the City shall not be further obligated to Developer as to funds so refunded. In the event the Developer fails to undertake defense of the action at its sole expense, and to agree to indemnify the City from liability, the City may cease collecting such funds, or enter into any other settlement of the litigation acceptable to the City, and the Developer shall lose any right to reimbursement of such funds under the this Agreement. Under no circumstances shall the City be deemed liable for any funds not collected from benefited Sharing Parties.

7. **NON-RECOURSE REIMBURSEMENT AGREEMENT.** It is agreed that the City shall levy and use commercially reasonable efforts to collect the fees from the Sharing Parties in accordance with this Agreement with all such fees going to the Developer for reimbursement of the amount by which the Developer's contribution to the cost of constructing the Improvements exceeds its fair share. The costs of levying and collecting fees from the Sharing Parties, including, but not limited to, staff time and administrative expenses, shall be at Developer's cost and expense and Developer shall have no recourse against the City for failure to pursue collection of such fees other than to obtain an assignment of the City's rights of collection against such Sharing Parties.

8. **NOTICES.** Any notice to either party shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail, overnight courier or express mail, return receipt requested with postage prepaid, to the party's mailing address. The respective mailing addresses of the parties are, until changed, the following:

The City: Director of Public Works
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

With a Copy to: City Attorney
City of Menlo Park
1100 Alma Street, Suite 210
Menlo Park, CA 94025

The Developer Anton Menlo, LLC
Attn: Peter H. Geremia
1801 I Street, Suite 200
Sacramento, CA 95811

With a Copy to: Andrew F. Sackheim
Real Estate Law Group LLP
3455 American River Drive, Suite C
Sacramento, CA 95864

Either party may change its mailing address at any time by giving ten (10) days notice of such change in the manner proved in this paragraph. All notices shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed or sent by overnight courier, on the delivery date or attempted delivery date shown on the return receipt.

9. **NON-ASSIGNMENT.** The license granted herein is personal to the Developer and shall not be assignable; provided, however, the Developer may, at its discretion and on terms and conditions it determines, and subject to the terms of this Agreement, contract with consultants and contractors to construct and install the Improvements. Developer's right to reimbursement, as set forth herein, may be assignable by Developer at its discretion and with notice to the City.

10. **SEVERABILITY.** In the event any one or more of the provisions of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of the Agreement shall remain in effect and the Agreement shall be read as though the offending provision had not been written or as the provision shall be determined by such court to be read.

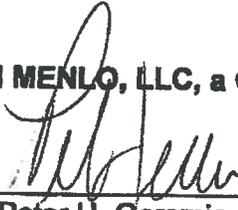
11. **GOVERNING LAW.** This Agreement is made under, shall be governed by and construed in accordance with the laws of the State of California.

12. **CONSTRUCTION.** This Agreement has been reviewed and revised by legal counsel for both the Developer and the City and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of the Agreement.

13. **FURTHER ASSURANCES.** Each party covenants, on behalf of itself and its successors and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents, instruments and writings as may be necessary or proper to achieve the purposes and objectives of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ANTON MENLO, LLC, a California limited liability company

BY: 
NAME: Peter H. Geremia
TITLE: Manager

CITY OF MENLO PARK, a Municipal Corporation

BY: 
NAME: Alex D. McIntyre
TITLE: City Manager

HAVEN AVENUE AT MARSH ROAD

CONCEPTUAL ROADWAY IMPROVEMENTS

CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

CALTRANS PERMIT #: 0413-NSV1148

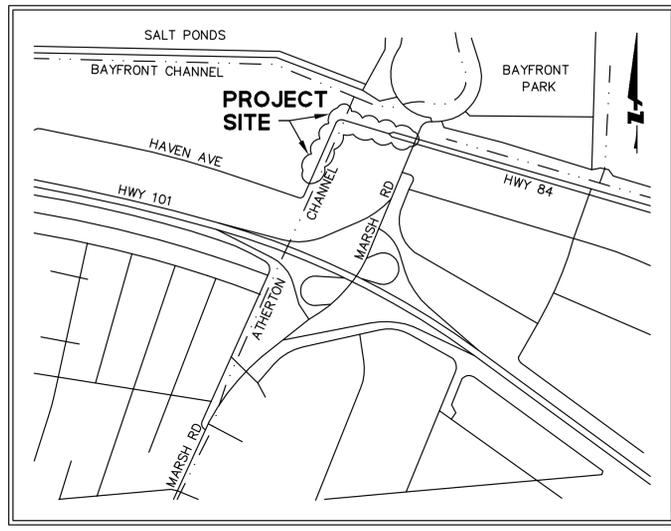


BKF
Engineers/Planners/Surveyors

255 SHORELINE DRIVE, STE 200
REDWOOD CITY, CA 94065
650/482-6300
650/482-6399 (FAX)

ABBREVIATIONS

SYMBOL	DESCRIPTION
AB	AGGREGATE BASE
AC	ASPHALTIC CONCRETE
BC	BEGIN CURVE
BFP	BACK FLOW PREVENTOR
BW	BACK OF WALK
CB	CATCH BASIN
DW	DOMESTIC WATER
EC	END CURVE
E, ELEC	ELECTRIC
EX, EXIST	EXISTING
EG	EXISTING GROUND
EL, ELEV	ELEVATION
EP	EDGE OF PAVEMENT
FG	FINISH GRADE
FL	FLOW LINE
GB	GRADE BREAK
GW	GUY WIRE
HP	HIGH POINT
JP	JOINT POLE
LF	LINEAR FOOT
LP	LIP OF GUTTER
MAX	MAXIMUM
MIN	MINIMUM
NTS	NOT TO SCALE
OH	OVERHEAD
PL	PROPERTY LINE
PR, PROP	PROPOSED
R	RADIUS
RW	RIGHT OF WAY
S	SLOPE
SSMH	SANITARY SEWER MANHOLE
TC	TOP OF CURB
TP	TOP OF PAVEMENT
TYP	TYPICAL



VICINITY MAP
N.T.S.

SHEET INDEX

NO.	NAME	DESCRIPTION
1	C-1	TITLE SHEET
2	C-2	EXISTING CONDITIONS AND DEMOLITION PLAN
3	C-3	HORIZONTAL CONTROL PLAN
4	C-4	GRADING PLAN
5	C-5	DETAILS SHEET
6	C-6	EROSION CONTROL PLAN
7	C-7	EROSION CONTROL NOTES AND DETAILS

PROJECT CONTACTS

- OWNER/DEVELOPER:** ST ANTON PARTNERS
1801 I STREET
SACRAMENTO, CA 94588
CONTACT: RACHEL GREEN
PHONE: (916) 444-9887
- CIVIL ENGINEER / SURVEYOR:** BKF ENGINEERS
255 SHORELINE DRIVE, SUITE 200
REDWOOD CITY, CA 94065
CONTACT: EASTON McALLISTER
PHONE: (650) 482-6300
- LANDSCAPE ARCHITECT:** MJS DESIGN GROUP
507 30TH STREET
NEWPORT BEACH, CA 92663
CONTACT:
PHONE: (949) 675-9964
- GEOTECHNICAL ENGINEER:** EEI GEOTECHNICAL & ENVIRONMENTAL SOLUTIONS
2195 FARADAY AVENUE, SUITE K
CARLSBAD, CA 92008
CONTACT: BILL MORRISON
PHONE: (760) 431-3747
- DRY UTILITIES ENGINEER:** RGA DESIGN
6400 VILLAGE PARKWAY SUITE 204
DUBLIN, CA 94568
CONTACT: DARLENE HAYES
PHONE: (925) 556-1725
- SEWER SERVICE:** WEST BAY SANITARY DISTRICT
500 LAUREL STREET
MENLO PARK, CA 94025
CONTACT: BILL KITAJIMA
PHONE: (650) 321-0384
- WATER SERVICE:** MENLO PARK WATER DISTRICT
701 LAUREL STREET
MENLO PARK, CA 94025
CONTACT:
PHONE: (650) 330-6780
- FIRE PROTECTION:** MENLO PARK FIRE PROTECTION DISTRICT
1017 MIDDLEFIELD ROAD
REDWOOD CITY, CA 94063
CONTACT:
PHONE: (650) 780-7000
- GAS AND ELECTRIC SERVICE:** PACIFIC GAS AND ELECTRIC
275 INDUSTRIAL RD, RM 129
SAN CARLOS, CA 94070
CONTACT:
PHONE: (650) 598-7326
- SWPPP:** NCRM, INC.
6190 NORTH STATE ST.
CALPELLA, CA 95418
CONTACT: JUSTIN COFFMAN
PHONE: (707) 485-7211

PROJECT BENCHMARK

CITY OF MENLO PARK BENCHMARK NO. 3, EL. 5.428 FEET (NGDV 29), BRONZE DISK EPOXIED INTO THE TOP OF CONCRETE ON THE NORTHERLY CURB LINE OF HAVEN AVENUE AND WEST SIDE OF A STORM WATER CATCH BASIN.

AT THE REQUEST OF THE CITY OF MENLO PARK, A MATHEMATICAL ADJUSTMENT OF 2.70 FEET WAS MADE TO BRING THE SITE TO NAVD88. NAVD88 BENCH MARK ELEVATION = 8.13 FEET.

BASIS OF BEARINGS

THE EAST LINE OF PARCEL 2, AS SHOWN IN BOOK 53 OF PARCEL MAPS ON PAGE 38 WAS TAKEN AS N24°12'50"E, WAS ESTABLISHED FROM FOUND MONUMENTS AND SERVED AS THE BASIS OF BEARINGS.

FLOOD ZONE

FEMA DESIGNATED FLOOD ZONE; FLOOD ZONE "AE"; AREAS OUTSIDE 0.2% ANNUAL CHANCE FLOOD PLAIN PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 06081 C 0306 E DATED OCTOBER 16, 2012.

ENGINEER'S STATEMENT

THESE PLANS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE.

EASTON C. MCALLISTER
P.E. #61148
BKF ENGINEERS

DATE



HAVEN AVENUE AT MARSH ROAD
CONCEPTUAL ROADWAY IMPROVEMENTS
TITLE SHEET
 SAN MATEO COUNTY
 MENLO PARK
 CONCEPTUAL DESIGN PER MITIGATION MEASURES TR-1g AND TR-2w

Date	By	No.	Description
05/09/2014	AS SHOWN		Scale
	Design EM		Drawn
	Approved		Job No 20120200-11



255 SHORELINE DRIVE, STE 200
 REDWOOD CITY, CA 94065
 650/482-6300
 650/482-6399 (FAX)

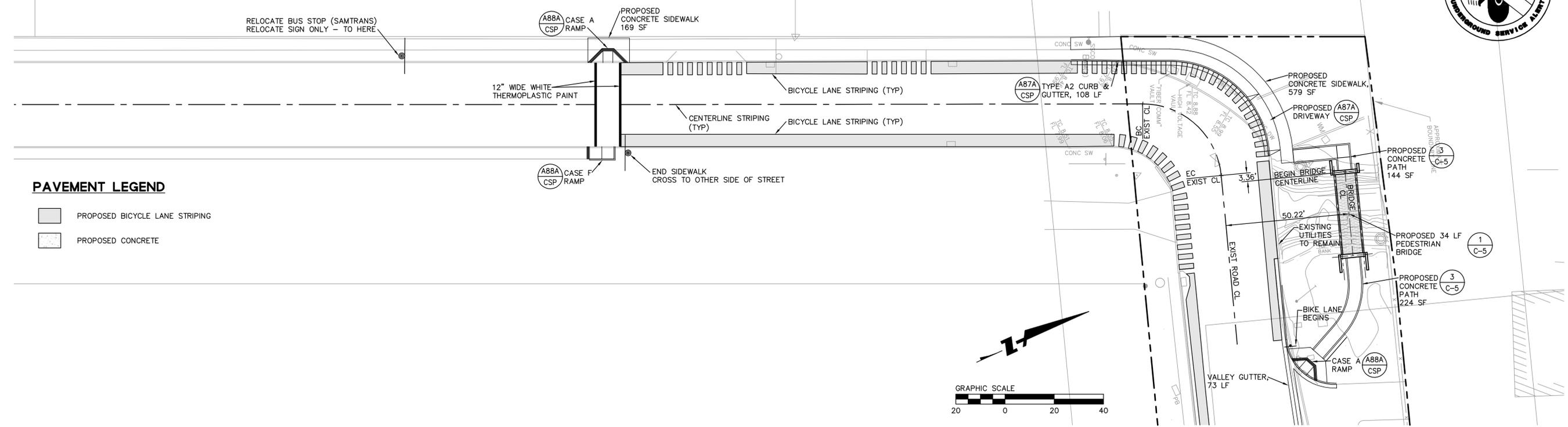


CALIFORNIA

**HAVEN AVENUE AT MARSH ROAD
 CONCEPTUAL ROADWAY IMPROVEMENTS
 HORIZONTAL CONTROL PLAN**

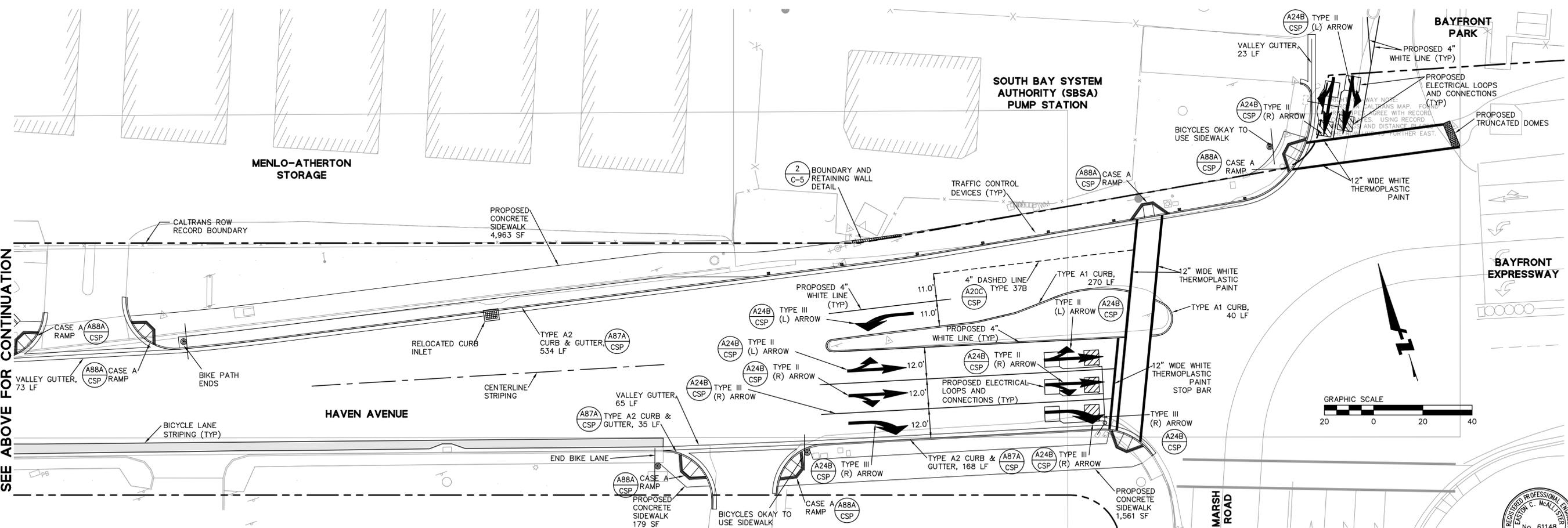
MENLO PARK

CONCEPTUAL DESIGN PER MITIGATION MEASURES TR-1g AND TR-2w



**HORIZONTAL CONTROL PLAN
 1" = 20"**

SEE BELOW FOR CONTINUATION



**HORIZONTAL CONTROL PLAN
 1" = 20"**

PAVEMENT LEGEND

- PROPOSED BICYCLE LANE STRIPING
- PROPOSED CONCRETE

SEE ABOVE FOR CONTINUATION

No.	Revisions

Date: 05/09/2014
 Scale: AS SHOWN
 Design: EM
 Drawn:
 Approved:
 Job No: 20120200-11

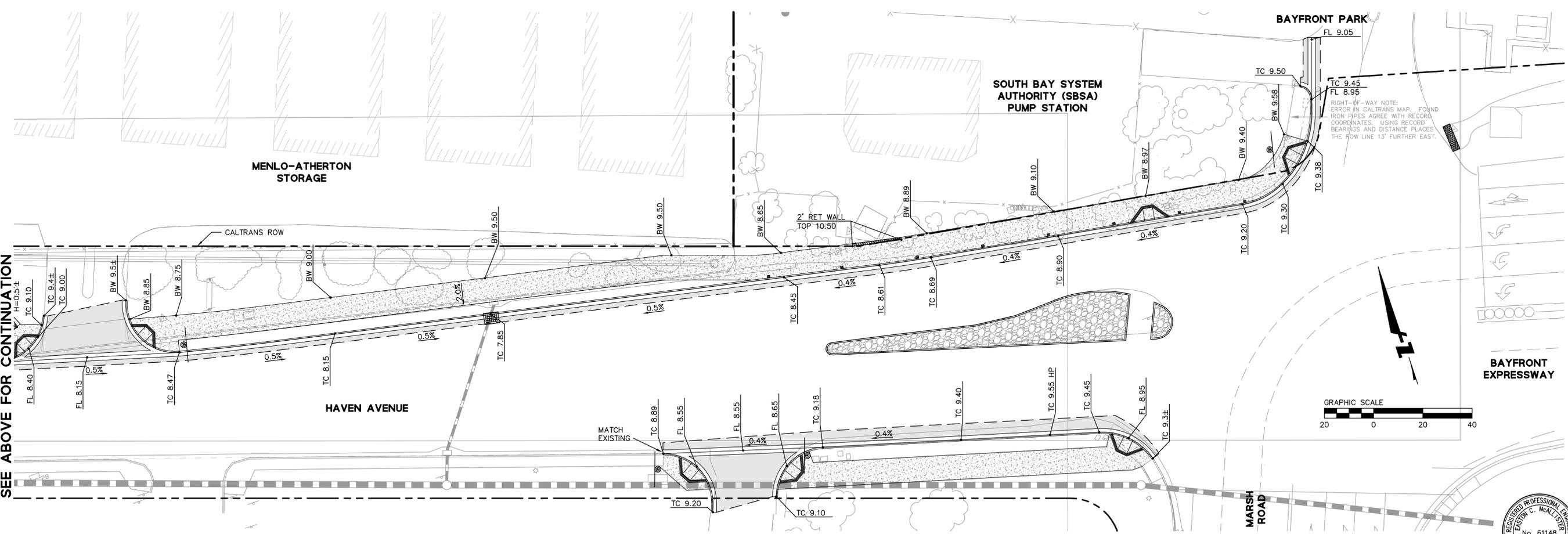
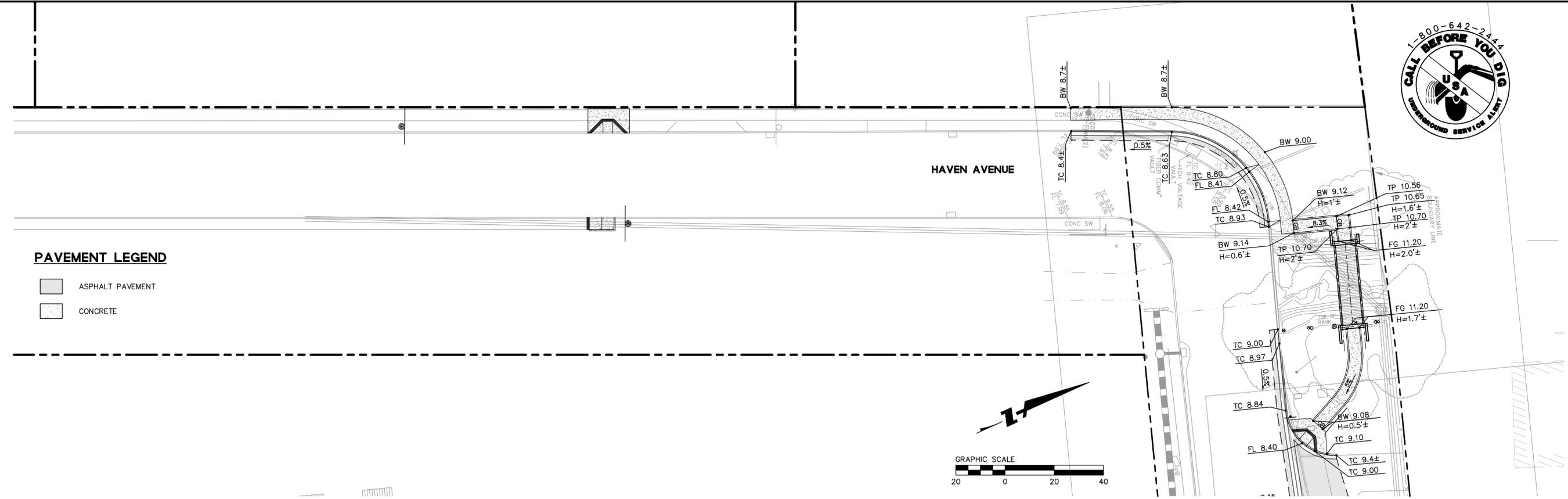
Drawing Number:
C-3
 3 OF 7





PAVEMENT LEGEND

-  ASPHALT PAVEMENT
-  CONCRETE



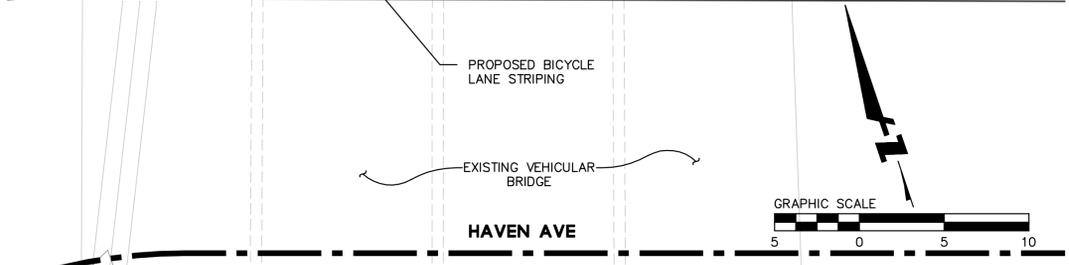
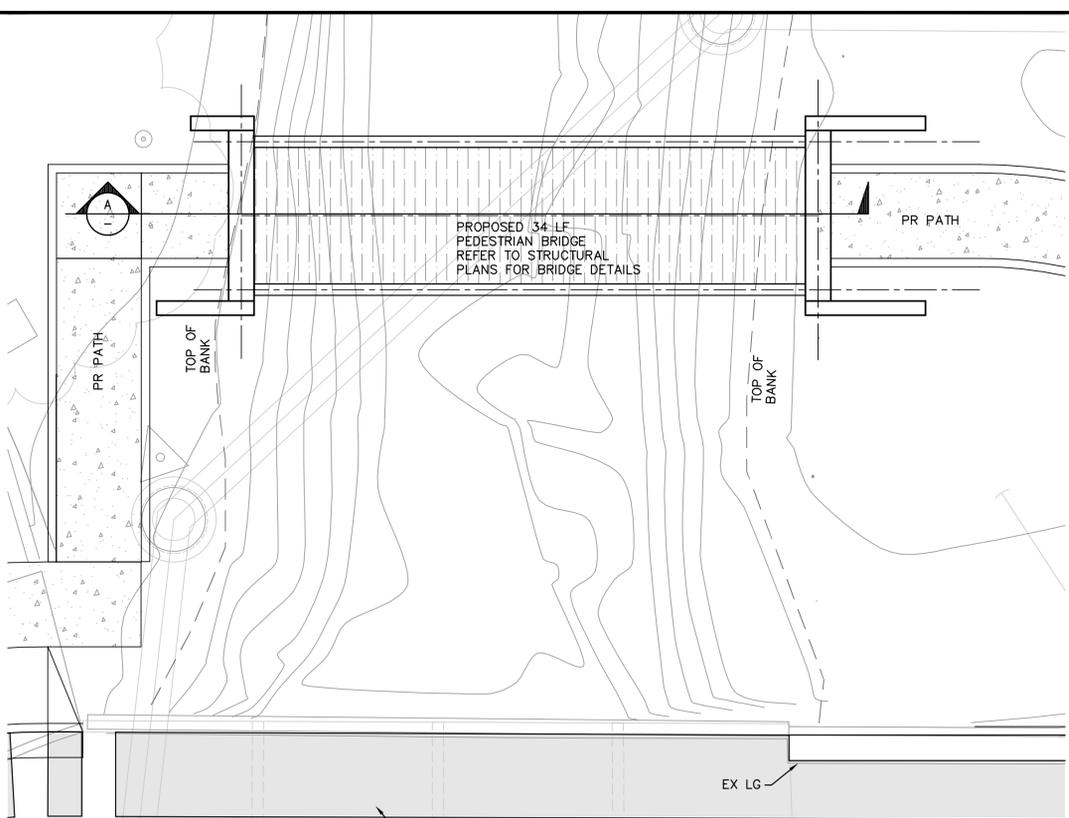
SEE ABOVE FOR CONTINUATION

RIGHT-OF-WAY NOTE:
ERROR IN CALTRANS MAP. FOUND
IRON PIPES AGREE WITH RECORD
COORDINATES. USING RECORD
BEARINGS AND DISTANCE PLACES
THE FOW LINE 13' FURTHER EAST.

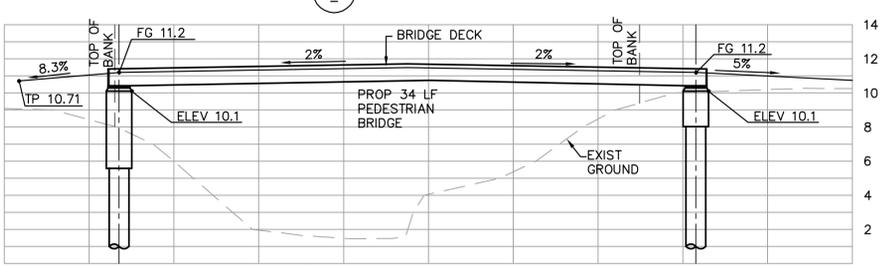


No.	Revisions

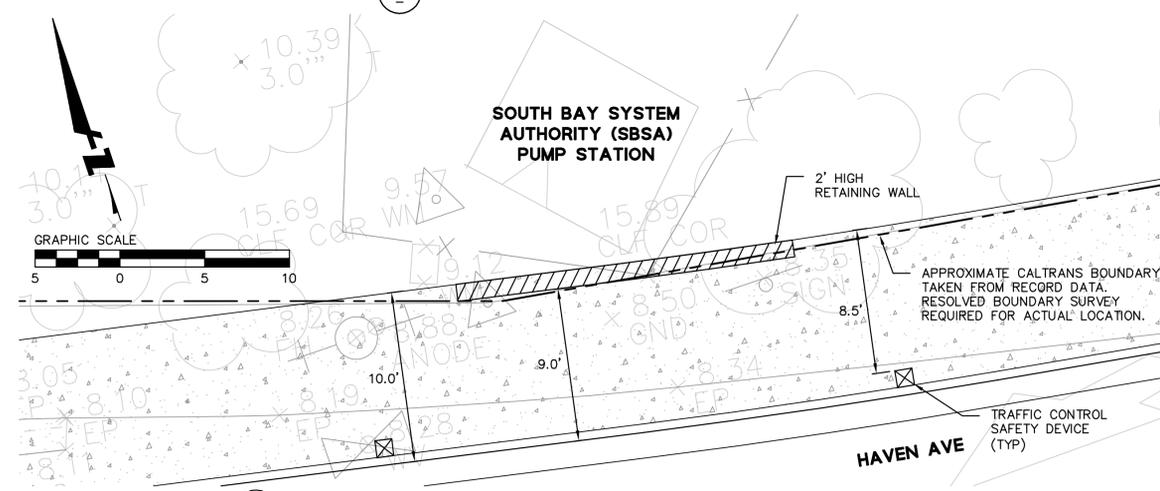
Date: 05/09/2014
Scale: AS SHOWN
Design: EM
Drawn:
Approved:
Job No: 20120200-11
Drawing Number:
C-4
4 OF 7



1 PEDESTRIAN BRIDGE PLAN



PEDESTRIAN BRIDGE PROFILE



2 SOUTH BAY SYSTEM AUTHORITY (SBSA) PUMP STATION DETAIL

CURBS AND DRIVEWAYS
NO SCALE
A87A

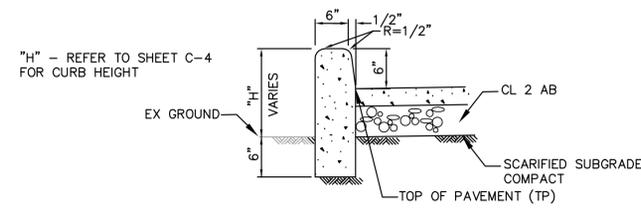
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

DATE: MAY 20, 2011
PROJECT: 2010 STANDARD PLAN A87A

RAISED TRUNCATED DOME TO ACCOMPANY PLANS DATED
NO SCALE
RSP A88A DATED JULY 19, 2013 SUPERSEDES STANDARD PLAN A88A DATED MAY 20, 2011 - PAGE 121 OF THE STANDARD PLANS BOOK 2011

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

DATE: JULY 19, 2013
PROJECT: 2010 REVISED STANDARD PLAN RSP A88A



3 PEDESTRIAN PATH DETAIL

255 SHORELINE DRIVE, STE 200
REDWOOD CITY, CA 94065
850/482-6300
850/482-6399 (FAX)



CALIFORNIA

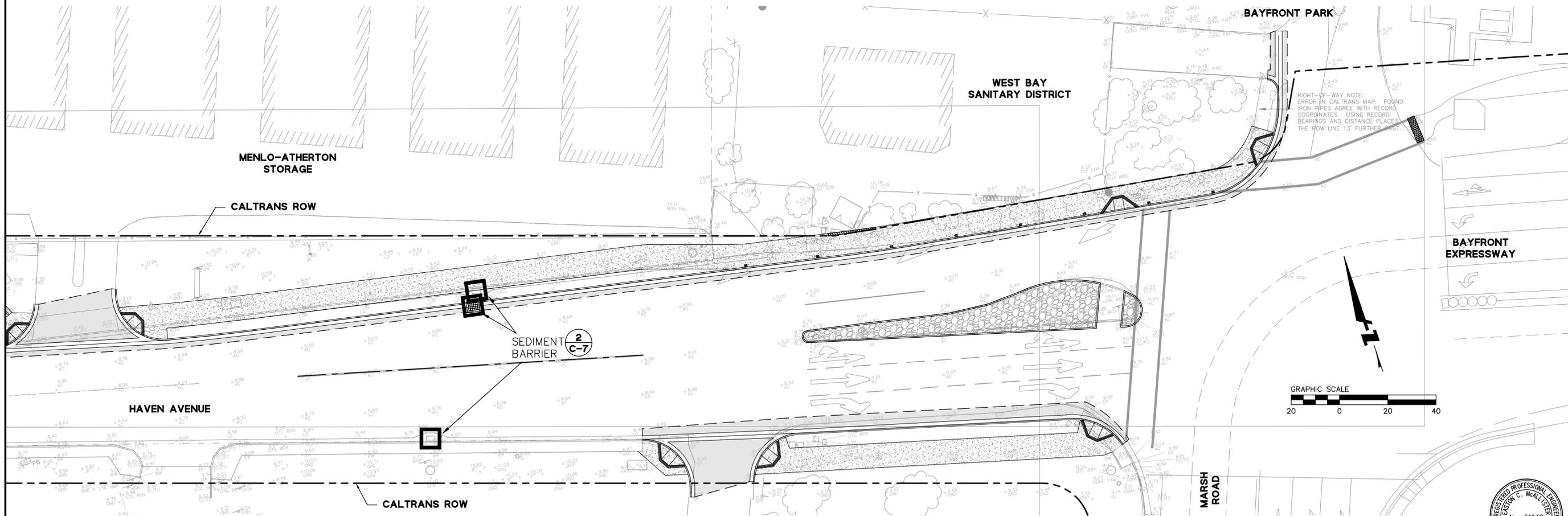
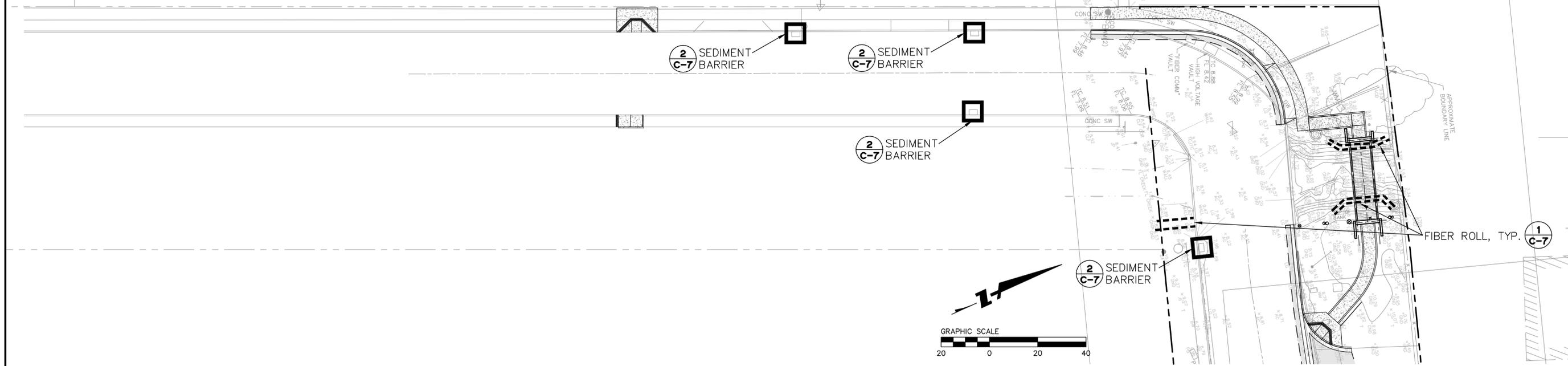
HAVEN AVENUE AT MARSH ROAD
CONCEPTUAL ROADWAY IMPROVEMENTS
DETAILS SHEET

SAN MATEO COUNTY

MENLO PARK

CONCEPTUAL DESIGN PER MITIGATION MEASURES TR-1g AND TR-2w

Date	05/09/2014	No.	
Scale	NTS	Design	EM
Drawn	AV	Approved	
Job No	20120200-11		



Revisions	
No.	Description

Date: 05/09/2014
Scale: NTS
Design: EM
Drawn: EM
Approved: [Signature]
Job No: 20120200-11
Drawing Number: **C-6**
6 OF **7**

