

County of Santa Clara

Department of Planning and Development
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STAFF REPORT Zoning Administration April 4, 2019 **Item #5**

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11425-18A-18GA (STANFORD UNIVERSITY)

Architecture and Site Approval & Grading Approval – Stanford University Golf Course Grading Abatement

Summary: Architecture and Site Approval (ASA) & Grading Abatement for a Grading Violation at the Stanford Golf Course (11425-18GV). Proposed grading consists of removal of 17,050 cubic yards (c.y.) of cut, including 1,760 c.y. of stockpiled material.

Owner: Stanford University	Community Plan Designation: Foothills
Applicant: Mark Bonino, Project Manager	Zoning: Open Space/Field Research (OSF)
Project Area: 5.28 acres	Address: 91 Links Road, Stanford
Present Land Use: Golf Course	APN: 142-12-007
Supervisorial District: 5	

RECOMMENDED ACTIONS

- A. Accept a CEQA Exemptions, under Section 15304 of the CEQA Guidelines, Attachment A.
- B. Grant Architecture and Site Approval (ASA) & Grading Approval (GA), subject to Conditions of Approval outlined in Attachment B.

ATTACHMENTS INCLUDED

Attachment A – CEQA Determination – Statement of Exemption
Attachment B – Proposed ASA Conditions of Approval
Attachment C – Location & Vicinity Map
Attachment D – Proposed Plans

PROJECT DESCRIPTION

The project area is located within the Stanford Golf Course, which operates at this location as a legal non-conforming use under the current zoning designation. The area bounded by holes 15, 16 and 11 has been utilized as an unpermitted stockpile area since 2000, with soil and other materials being stockpiled without authorization from the County, thereby significantly altering the contours of the golf course and impacting the designated “oak woodlands” area. As a result, the County filed a grading notice of violation (File Number 11425-18GV) on October 9, 2018.

The applicant is requesting approval to abate the grading violation, and proposes the following:

1. Removal of 1,760 c.y. of unpermitted stockpiled materials brought to the site in 2018 during the construction of the Golf Course Renovation project (File 7352-17A-17G). These materials are located in the area bounded by holes 15, 16 and 11. The materials that will be removed include turf stripping, cobbles and soil, bunker sand, gravel base and top soil. Vegetation material from golf course landscape maintenance and straw that is currently stockpiled on the site are proposed to be chipped and used as mulch and edge dressing respectively. The site will be hydroseeded and restored to a natural-looking state.
2. Removal of 17,050 c.y. of unpermitted soil that was imported to the project site between 2000 and 2017, which significantly altered the golf course topography beyond the contours approved in 2000. Re-contouring of the site is proposed to match and conform to 2000 contours to the extent feasible, while also implementing recommendations by a professional arborist for protection of existing onsite trees and geotechnical recommendations to ensure slope stability and prevent erosion. As a result of the arborist’s recommendations for protected trees, all trees within the project boundary are proposed to be protected by maintaining contours within the tree protection zones at 2017 condition, and no trees are proposed for removal.

Per the submitted drawings, the proposed earthwork includes 13,640 c.y. of cut for the current condition, given the historical topographical information available that is available. However, given the size of the project area and discrepancies between pre-2000 versus post-2000 soils, the applicant is requesting the approval of up to 17,050 c.y. of earthwork, pending determination by the County Grading Inspector in the field at the time of grading. If earthwork is determined to be greater than the 17,050 cy, a revision to the ASA planning application will be requested by the applicant.

REASONS FOR RECOMMENDATION

A. Environmental Review and Determination (CEQA)

The proposed project qualifies for a Categorical Exemption per Sections 15304 for the grading abatement. Therefore, use a Statement of Exemption (Attachment A) is adequate for this project.

B. Project/Proposal

1. Stanford Community Plan and GUP. The 2000 Community Plan and GUP governs development projects on the Stanford campus. After abated, the project will conform to applicable Community Plan goals, strategies and policies. Additionally, after abated, the project will conform to the criteria set forth by the GUP and provisions identified within the Community Plan, and subject to compliance with the preliminary conditions outlined in Attachment B.

A Golf Course is a permitted use within the Open Space Foothills (OSF) zoning designation, and as conditioned, will satisfy the requirements of the GUP. The Stanford Community Plan's Open Space and Field Research land use designation allows renovations of existing golf courses under development policy SCP-LU28. The proposed project is to abate the Grading Violation that occurred during the operation and maintenance of the Golf Course since 2000, and will bring the area back into consistency with this policy. No improvements are proposed within 100 feet from the scenic road, Junipero Serra Boulevard, which is adjacent to the Stanford Golf Course to the north.

2. ASA approval:

ASA approval standards, applicable regulations, and findings: The project substantially conforms to the requirements and guidelines in the SCP and GUP. These requirements meet all of the ASA Findings through the ASA approval process approved by the Zoning Administrator.

C. ASA Findings:

Pursuant to §5.40.040 of the County Zoning Ordinance, the Zoning Administrator may grant an Architecture & Site Approval, contingent upon specific findings. In the following discussion, the scope of review findings are listed in **bold**, and an explanation of how the project meets the required standard is in plain text below.

A. Adequate traffic safety, on-site circulation, parking and loading areas, and insignificant effect of the development on traffic movement in the area;

Long-term traffic

The project is located within an established area of the Stanford academic campus with adequate parking facilities. Traffic impacts of the golf course have been assessed in the programmatic 2000 GUP EIR. As such, the grading abatement activities do not result in any change in the long term traffic impacts. The traffic would be consistent with that analyzed in the prior 2000 GUP EIR. No new trips related to the operation of the golf course are anticipated as a result of the grading abatement.

Short-term construction traffic

The project will result in short-term impacts related to construction activities, however conditions of approval have been added to this project to mitigate these short-term impacts to a less than significant level. All construction trucks will be required to use approved truck routes, for transporting construction materials to and from the site. Furthermore, the project has been conditioned to restrict construction material deliveries

to non-peak hours, as defined in the 2000 GUP EIR. Compliance with the Conditions of Approval (Attachment B) ensures that the short-term construction traffic associated with the project will not have a significant effect on traffic movement in the area.

Parking

The proposed grading abatement project has no new proposed parking at the project site. With the support of existing parking lots, shuttles, and support for bike use and pedestrians, there would be no additional impact to parking as a result of this project. Existing parking located in the vicinity is adequate for the existing use of the golf course.

B. Appearance of proposed site development and structures, including signs, will not be detrimental to the character of the surrounding neighborhood or zoning district;

No new signs or structures are proposed. The grading abatement and removal of excess stockpiled material and soil, and the reclamation of the site back to its natural condition, will enhance the character of the surrounding area or neighborhood.

C. Appearance and continued maintenance of proposed landscaping will not be detrimental to the character of the surrounding neighborhood or zoning district;

The GUP and the SCP require that replacement trees, for those removed that are 12 inches or greater in diameter at 4.5 feet from grade level, be planted at a 1:3 ratio for all protected oak trees and at a minimum 1:1 ratio for all oak trees that are not protected. No trees are proposed for removal. All remaining trees with a 12-inch or greater diameter surrounding the project site will be considered protected. The grading abatement and removal of excess stockpiled material and soil, and the reclamation of the site back to its natural condition, will support maintaining the landscaping and character of the golf course.

D. No significant, unmitigated adverse public health, safety and environmental effects of proposed development;

The Program GUP EIR, certified by the Board of Supervisors in December 2000, analyzed the environmental impacts of Stanford campus development allowed under the SCP and GUP. All appropriate conditions of approval have been added to ensure conformance with the 2000 GUP EIR and CEQA requirements.

The project qualifies under CEQA exemptions for grading and enforcement actions by the County. The analysis of CEQA exemptions concluded that the proposed grading abatement would not result in any significant environmental impacts as it relates to parking, traffic, construction noise, biology, and air quality. The project has been reviewed with respect to all applicable regulations relating to public health and safety. The prior CEQA analysis for the project determined that with the conditions of approval, the project would not result in any significant environmental impacts (See Attachment A).

E. No adverse effect of the development on flood control, storm drainage, and surface water drainage;

The project site does not contain any creeks or streams and is not located within a 100-year flood zone. The project has been reviewed by County Staff with respect to all applicable regulations relating to drainage and flood control. The project has been conditioned (Attachment B) to comply with the County requirements.

F. Adequate existing and proposed fire protection improvements to serve the development;

The Fire Marshal's Office has reviewed and conditioned the project to ensure existing and proposed fire protection access and water supply are in conformance with applicable regulations. Conditions ensure fire protection measures are included in Attachment B as part of the Condition of Approval.

G. No significant increase in noise levels;

Due to the nature of the proposed use, and its location within the Stanford Campus area, the project is not anticipated to cause any significant increases in noise levels to surrounding neighborhoods. The project may create short-term/temporary construction noise impacts due to construction activities and construction traffic. The project has been conditioned to require submittal of a Traffic and Construction Management Plan. Furthermore, construction activities shall be limited to the hours of 7AM and 7PM, Monday through Saturday, with no construction activity occurring after 7PM, or on Sundays.

H. Conformance with zoning standards, unless such standards are expressly eligible for modification by the Zoning Administrator as specified in the Zoning Ordinance.

The property is zoned OSF which is a "Special Purpose" base zoning district that provides for general purpose uses for maintaining open space uses. The standards applicable to development within this zoning district are listed in Table 2.50-1 of the County Zoning Ordinance. The existing Stanford Golf Course is considered a legal non-conforming use as it is no longer a permitted use under the County's Zoning Ordinance. Since the proposed changes are in relation to a grading abatement and reclaiming the area of the golf course without any change or expansion of the use, it remains a legal, non-conforming use. The standards applicable to development within this zoning district are listed in Table 2.50-2 of the County Zoning Ordinance. The project complies with the development standards set forth in the zoning ordinance.

I. Conformance with the general plan and any applicable area or specific plan, or, where applicable, city general plan conformance for property located within a city's urban service area; and

The project proposes neither new, nor expansion of existing structures within the Foothills district of the Stanford Community Plan. The grading abatement and reclamation improvements do not impact academic square footage. In addition,

conditions outlined in Attachment B ensure that the project is consistent with the criteria set forth by the GUP and provisions identified within the Community Plan.

J. Substantial conformance with the adopted “Guidelines for Architecture and Site Approval” and other applicable guidelines adopted by the County.

Suggested regulations that are addressed in the ASA Guidelines are superseded by the requirements and guidelines of the SCP and GUP. Nonetheless, conformance with the SCP and GUP are consistent with the ASA Guidelines.

Grading Findings:

Pursuant to Section C12-433, all Grading Approvals are subject to specific findings. In the following discussion, the scope of review findings are listed in **bold**, and an explanation of how the project meets the required standard is in plain text below.

A. The amount, design, location, and the nature of any proposed grading is necessary to establish or maintain a use presently permitted by law on the property.

The existing Stanford Golf Course is considered a legal non-conforming use as it is no longer a permitted use under the County’s Zoning Ordinance. Since the proposed changes are in relation to a grading abatement and reclaiming the area of the golf course without any change or expansion of the use, it remains a legal, non-conforming use. The removal of all soil and materials is required to abate the grading violation per the Compliance Agreement (Attachment E).

B. The grading will not endanger public and/or private property, endanger public health and safety, will not result in excessive deposition of debris or soil sediments on any public right-of-way, or impair any spring or existing watercourse.

The applicant will be required to obtain a Grading Permit through the County’s Land Development Engineering, which will ensure that that the project drains adequately. No excessive material will be deposited onsite. All excess grading will be hauled to a County-approved off-site facility. Furthermore, no grading is proposed near a creek that may impair any existing spring or watercourse.

C. Grading will minimize impacts to the natural landscape, scenic, biological and aquatic resources, and minimize erosion impacts.

The proposed grading abatement of unpermitted stockpile material has been designed to minimize impacts by restoring the area back to 2000 grade levels. The proposal is to minimize impacts to existing trees and the oak woodland area. No tree removal is proposed with this project. Compliance to the conditions of approval (Attachment B) and Compliance Agreement (Attachment E) are required to minimize impacts to the natural landscape, scenic, biological and aquatic resources, and minimize erosion impacts.

D. For grading associated with a new building or development site, the subject site shall be one that minimizes grading in comparison with other available development sites,

taking into consideration other development constraints and regulations applicable to the project.

The project does not propose a new building or development, instead it is associated with the removal of unpermitted stockpile of materials to 2000 grade levels. As such, this finding does not apply.

E. Grading and associated improvements will conform with the natural terrain and existing topography of the site as much as possible and should not create a significant visual scar.

The proposed grading abatement activities in the golf course would restore the area back to 2000 grade levels. The compliance with conditions of approval (Attachment B) and Compliance Agreement (Attachment E), will not create any adverse impact, and will not cause a visual scar in the character of the Stanford Golf Course. All trees will be retained and protected in place.

F. Grading conforms with any applicable general plan or specific plan policies; and

The proposed grading abatement activities, in compliance with conditions of approval (Attachment B) and Compliance Agreement (Attachment E), is in conformance with findings and policies identified in the Stanford Community Plan. The proposed grading is designed to restore the golf course to the 2000 grade level. The proposed grading abatement is compatible with the surrounding opens spaces in the golf course.

G. Grading substantially conforms with the adopted "Guidelines for Grading and Hillside Development" and other applicable guidelines adopted by the County.

The project site is in the A1 zone on the academic campus of Stanford University. This finding does not apply to the site.

BACKGROUND

On December 12, 2000, the County of Santa Clara approved the 2000 Stanford University Community Plan and General Use Permit (GUP), governing development projects on the Stanford campus. The GUP allows Stanford to construct up to 2,035,000 net square feet of academic and academic support uses, 3,018 new housing units, and 2,300 net new parking spaces on Stanford lands. The proposed project is a grading abatement of a violation due to unpermitted stockpiling of excess material on the site, and the unpermitted filling with soil since 2000.

On September 14, 2018, a Grading Correction Notice and Stop-Work order was issued by the County due to a complaint received regarding unpermitted grading at the Stanford Golf Course. Stanford signed a Compliance Agreement (Attachment E) on October 25, 2018. Per the Condition of the agreement, Stanford submitted an application for a Pre-Screening on October 31, 2018, and subsequently an Architecture and Site Approval & Grading Abatement on December 4, 2018. Due to the timing of the application during the Department's transition to a new integrated permitting platform, the applicant granted an extension to the initial 30 day

review of the application. The application was deemed complete on January 15, 2018. Due to discrepancies in the drawings, the applicant voluntarily made additional submissions of drawings to satisfy the County's concerns and provide clarity. Additionally, on February 20, 2019, Stanford granted the County a one-time 90-day extension on the Permit Streamlining Act deadline. The project was finally deemed satisfactory to be taken to a hearing and deemed complete on February 20, 2019.

A public notice was mailed to all property owners within a 300-foot radius on March 25, 2019 and was also published in the Post Records on March 25, 2019.

STAFF REPORT REVIEW

Prepared by: Kavitha Kumar, Senior Planner

Reviewed by: Leza Mikhail, Principal Planner & Zoning Administrator



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STATEMENT OF EXEMPTION from the California Environmental Quality Act (CEQA)

File Number	APN(s)	Date
11425-18A-18GA	142-12-007	3/27/2019
Project Name	Project Type	
Stanford Golf Course Grading Abatement	ASA and Grading Abatement	
Owner	Applicant	
Stanford University	Stanford University/ Mark Bonino	
Project Location		
91 Links Road, Stanford		
Project Description		
<p>The project is abatement by Stanford University of a Grading Violation through removal of unpermitted stockpile material and soil, to bring the project are back to compliance with approved project.</p> <p>All discretionary development permits processed by the County Planning Office must be evaluated for compliance with the California Environmental Quality Act (CEQA) of 1970 (as amended). Projects which meet criteria listed under CEQA may be deemed exempt from environmental review. The project described above has been evaluated by Planning Staff under the provisions of CEQA and has been deemed to be exempt from further environmental review per the provision(s) listed below.</p>		
CEQA (GUIDELINES) EXEMPTION SECTION		
<p>Section 15304. Minor Alterations to Land. Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. Examples include but are not limited to:</p> <ul style="list-style-type: none"> (a) Grading on land with a slope of less than 10 percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist- Priolo Earthquake Fault Zone or within an official Seismic Hazard Zone, as delineated by the State Geologist. (b) New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping. (c) Filling of earth into previously excavated land with material compatible with the natural features of the site; (d) Minor alterations in land, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of habitat for fish and wildlife resources or greater fish production; (e) Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc; (f) Minor trenching and backfilling where the surface is restored; (g) Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies; (h) The creation of bicycle lanes on existing rights-of-way. 		

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COMMENTS

The project qualifies for a categorical exemption under Section 15304 with specific reference to example (a) above because it involves the removal of unpermitted stockpile material and soil to bring the project back to compliance with the approved plans. The placement of the material did not remove healthy, mature, scenic trees. The project is not located in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist-Priolo Earthquake Fault Zone or within an official Seismic Hazard Zone, as delineated by the State Geologist.

The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 (Cortese List). No critical resources, including historic or scenic resources or threatened or endangered habitat, have been identified on the project site. No significant impacts of the project have been identified. In addition, no other projects of the same type (other grading) would occur on or within the vicinity of the project site. Therefore, there are no incremental effects of the proposed project that would be cumulatively significant when viewed in context of successive projects of the same type in the same place. The County has not identified unusual circumstances that would have a significant effect on the environment stemming from returning the graded areas to their previous condition. The project site is not located in the vicinity of a highway officially designated as a state scenic highway or on a site included on any list compiled pursuant to Section 65962.5 of the Government Code contain such facilities. No historic resources are located on the project site.

APPROVED BY:

Leza Mikhail, Principal Planner


Signature


Date

ATTACHMENT B
ARCHITECTURE AND SITE APPROVAL & GRADING ABATEMENT APPROVAL

Preliminary Conditions of Approval

11425-18A-18GA

Date: April 4, 2019
Owner / Applicant: Stanford University
Location: 91 Links Rd. Stanford
File Number: 11425-18A-18GA

Project Description: Architecture and Site Approval (ASA) & Grading Abatement for a Grading Violation at the Stanford Golf Course (11425-18GV). Proposed grading consists of removal of 17,050 cubic yards (c.y.) of cut, including 1,760 c.y. of stockpiled material.

If you have any question regarding the following preliminary conditions of approval, call the person whose name is listed as the contact for that agency. He or she represents a specialty or office and can provide details about the conditions of approval.

Agency	Name	Phone	E-mail
Planning	Kavitha Kumar	(408) 299-5783	kavitha.kumar@pln.sccgov.org
Land Development Engineering	Ed Duazo	(408) 299-5733	ed.duazo@pln.sccgov.org
Fire Marshal	Alex Goff	(408) 299-5763	alex.goff@sccfd.org

STANDARD CONDITIONS OF APPROVAL

Planning

1. Development and maintenance of the project site shall take place in accordance with approved plans, received by the Planning Department on March 12, 2019. The project is the grading abatement of the Stanford Golf Course. The proposed grading and final contours shall be in substantial conformance with the approved plan. Modifications to the final contours will require a modification to the Grading Abatement and associated permits.
2. The Grading Abatement will comply with all requirements set forth in the Compliance Agreement (Attachment E), including the "Time Limits to Cure the Violations Section 6, D, E, and F." All abatement work shall be complete prior to the December 31, 2019.

3. If grading and earthwork is determined to be greater than the 17,050 c.y., a revision to the ASA planning application will be requested by the applicant to modify the current application.
4. The project shall comply with the Stanford University 2000 General Use Permit Conditions of Approval, and approved Stanford University 2000 GUP Mitigation Monitoring and Reporting Program.
5. Stanford shall be responsible for paying all reasonable costs associated with work by the County Planning Department, or with work conducted under the supervision of the County Planning Office, in conjunction with, or in any way related to the Conditions of Approval identified in this project. This includes but is not limited to costs for staff time, consultant fees, and direct costs associated with report production and distribution.
6. In the event that previously unidentified historic or prehistoric archaeological resources are discovered during construction, the contractor shall cease work in the immediate area and the County Planning Office and Campus Archaeologist shall be contacted. An independent qualified archaeologist retained by the County at the expense of Stanford shall assess the significance of the find and make mitigation recommendations.
7. If archeological resources are discovered as described above, construction monitoring shall be conducted at any time ground-disturbing activities (greater than 12 inches in depth) are taking place in the immediate vicinity of the identified resources. If monitoring does not produce evidence of significant cultural resources within the project area, further mitigation shall be limited to construction monitoring, unless additional testing or other specific mitigation measures are determined by a qualified archaeologist to be necessary to ensure avoidance of damage to significant archaeological resources. A technical report of findings describing the results of all monitoring shall be prepared in accordance with professional standards. The archaeological monitoring program shall be implemented by an individual meeting the Secretary of Interior Professional Qualifications Standards in Archaeology (36 CFR 61); individual field monitors shall be qualified in the recognition of cultural resources and possess sufficient academic and field training as required to conduct the work effectively and without undue delay.
8. In the event that human skeletal remains are encountered, the applicant is required by County Ordinance No. B6-18 to immediately notify the County Coroner. Upon determination by the County Coroner that the remains are Native American, the coroner shall contact the California Native American Heritage Commission, pursuant to subdivision (c) of section 7050.5 of the Health and Safety Code and the County Coordinator of Indian affairs. No further disturbance of the site may be made except as authorized by the County Coordinator of Indian Affairs in accordance with the provisions of state law and this chapter. If artifacts are found on the site a qualified archaeologist shall be contacted along with the County Planning Office. No further disturbance of the artifacts may be made except as authorized by the County Planning Office.

9. In the event that fossilized shell or bone is uncovered during any earth-disturbing operation, contractors shall stop work in the immediate area of the find and notify the Campus Archaeologist and the County Building Inspector assigned to the project. The Campus Archaeologist shall visit the site and make recommendations for treatment of the find (including but not limited to consultation with a paleontologist and excavation, if warranted), which would be sent to the County Building Inspection Office and the County Planning Office. If a fossil find is confirmed, it will be recorded with the United States Geological Survey and curated in an appropriate repository.

Fire Marshal's Office

10. The existing Fire Department Access is to be kept clear during the project.
11. The existing fire hydrants and fire department connections are to be kept accessible and in working condition during the project

CONDITIONS OF APPROVAL TO BE COMPLETED PRIOR TO GRADING PERMIT ISSUANCE

Planning

12. Place a construction note on the site plan that states the following: "The Bay Area Air Quality Management District (BAAQMD) has identified a set of feasible PM10 control measures for all construction activities. These control measures, as previously required in the Program EIR, shall be adhered to during all construction activities.
 - A. Water all active construction areas at least twice daily;
 - B. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard;
 - C. 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;
 - D. Sweep daily (with water sweepers) all paved access roads, parking areas and staging areas at construction sites;
 - E. Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets;
 - F. Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more);
 - G. Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles (dirt, sand,);
 - H. Limit traffic speeds on unpaved roads to 15 mph;
 - I. Install fiber rolls, sandbags or other erosion control measures to prevent silt runoff to public roadways;
 - J. Replant vegetation in disturbed areas as quickly as possible;
 - K. Install wheel washers for all existing trucks, or wash off the tires of tracks of all trucks and equipment leaving the site; and

- L. Suspend excavation and grading activity when winds (instantaneous gusts) exceed 25 mph.”
13. Place a construction note on the site plan that states the following: *“All construction contractors shall properly maintain the equipment and where feasible, use “clean fuel” equipment and emissions control technology (e.g., CNG fired engines, catalytic converters, particulate traps, etc.). Measures to reduce diesel emission would be considered feasible when they are capable of being used on equipment without interfering substantially with equipment performance.”*
14. Submit site plan that shows all pedestrian and bicycle corridors along with public transit stops adjacent to the project site and indicate how bicycle, pedestrian, and public transit access and circulation will be maintained during construction. Bicycle and pedestrian access onto the campus and around the site (outside construction areas) shall not be substantially limited by construction activities associated the project. In addition, access to public transit shall not be limited, which could include the relocation or removal of adjacent bus stops.
15. Final grading permit plans shall include the following construction notes:
- A. Construction materials delivered from off campus shall not be delivered between the hours of 7:00 AM to 9:00 AM and 4:00 to 6:00 PM on weekdays.
 - B. Trucks exporting/importing dirt and building materials for the project shall use approved truck routes shown in the 2000 GUP, as designated by the cities of Palo Alto and Menlo Park.
16. Submit a Construction Management and Logistics Plan for approval by Planning and Land Development Engineering, prior to issuance of any grading permits, that clearly identifies the elements listed below:
- A. Provide the location, anticipated quantities and time frame for construction staging and earthwork stockpiling associated with this project. Said location is required to be approved by Planning and Land Development Engineering.
 - B. Provide off-street construction related parking. Identify off-street parking location(s) on site plan for all construction related vehicles (employee parking and construction equipment) throughout the construction period. If adequate parking cannot be provided on the construction sites, identify on the site plan or vicinity map the satellite parking location(s) that will be used.
 - C. Prohibit impacts to accessing public transit access and movement of public transit vehicles. Identify on site plan all temporary or permanent access limitations, re-routes, lane closures, or limits to public transit movements or place a note on the site plan stating *“No temporary or permanent access limitations, re-routes, lane closures, or limits to public transit movement are permitted.”*
 - D. Prohibit roadway construction activities from reducing roadway capacity during Stanford major athletic and special events. Stanford shall not limit roadway capacity during special events or during major athletic events, which attract a large number of visitors to the campus.

- E. Provide written notification to Stanford Police and Palo Alto Fire Department regarding construction location and construction dates. Include in the notices alternate evacuation and emergency route designations to maintain response times during construction periods, if applicable. Provide one copy of the notices to the County.
 - F. Provide written notification to all contractors and subcontractors regarding appropriate routes and weight limits and speed limits for local roads used to access construction sites. Provide one copy of the notices to the County Planning Office.
 - G. Provide notification to the Cities of Palo Alto and Menlo Park of the construction schedule and include a copy of the Santa Clara County approved Construction and Traffic Management Plan. Provide one copy of the notices to the County Planning Office.
17. Adequate signs shall be posted along the street frontages or in front of the project site, no smaller than 1,296 square inches in size, containing the name, telephone number, and email address of the appropriate Stanford person the public may contact to register a complaint about construction noise. Additionally, Stanford shall create an outreach and information portal to facilitate information and alerts to be delivered to the immediate neighborhoods on construction activities. Stanford shall keep a written record of all such complaints and shall provide copies of these records to the County Planning Office.
18. Preconstruction surveys for nesting raptors and migratory birds shall be conducted by a qualified ornithologist to identify active nests that may be disturbed during project implementation. Between January 1 and April 30, preconstruction surveys shall be conducted no more than 14 days **prior to the initiation of construction activities or tree removal**. Between May 1 and August 31, preconstruction surveys no more than 30 days **prior to the initiation of these activities**. Stanford University shall conduct an additional preconstruction survey within 24 hours of initiation of construction activities, by the Campus Biologist, to verify no new nesting has occurred. If an active nest is found near, or in close proximity to, the construction area where the nest could be disturbed by these activities, the ornithologist or Campus Biologist, shall, in consultation with the California Department of Fish and Game, designate a construction free buffer zone (typically 250 feet) around the nest.
19. Incorporate any applicable water conservation and recycling measures into the project plans, which may include but not be limited to: water efficient landscape, landscape water management, and public outreach.

Land Development Engineering

20. Obtain a Grading Permit from Land Development Engineering (LDE) **prior to beginning any construction activities**. Issuance of the grading permit is required **prior to LDE clearance of the building permit** (building and grading permits can be applied for concurrently). The process for obtaining a Grading Permit and the forms that are required can be found at the following web page:

www.sccplanning.org > I Want to... > Apply for a Permit > Grading Permit

Expect four to six weeks for plan review and plan check comments. Please contact LDE at (299-5734) for additional information and timelines.

21. Final plans shall include a single sheet which contains the County standard notes and certificates as shown on County Standard Cover Sheet. Plans shall be neatly and accurately drawn, at an appropriate scale that will enable ready identification and recognition of submitted information.
22. Final grading abatement plans shall be prepared by a licensed civil engineer for review and approval by LDE and the scope of work shall be in substantial conformance with the conditionally approved preliminary plans on file with the Planning Office. Include plan, sections, and contour grading as appropriate for construction. The final design shall be in conformance with all currently adopted standards and ordinances.
23. The grading abatement plans shall include an Erosion and Sediment Control Plan that outlines seasonally appropriate erosion and sediment controls during the construction period). Include the County's Standard Best Management Practice Plan Sheets BMP-1 and BMP-2 with the Plan Set.
24. The abatement work will disturb an acre or more of land area and requires coverage under the State General Construction Permit. **Prior to issuance of the grading abatement permit**, provide proof of the NOI (Notice of Intent) filing with the State Water Resources Control Board. Note the WDID No. issued by the Water Board on the grading abatement plans.
25. Submit one copy of the signed and stamped of the geotechnical report for the project.
26. Submit a plan review letter by the Project Geotechnical Engineer certifying that the geotechnical recommendations in the above geotechnical report have been incorporated into the improvement plan.
27. Complete the grading abatement work. Construction staking is required and shall be the responsibility of the developer.

CONDITIONS OF APPROVAL TO BE COMPLETED PRIOR TO OCCUPANCY OR FINAL INSPECTION

Planning

28. Following completion of construction, contact Kavitha Kumar at 408-299-5783 to schedule a site visit to verify the approved development. Contact the Planning Department at least two weeks in advance to set up an appointment.
29. All grading materials and stockpiled materials shall be removed and disposed at an approved location.

30. The site shall be hydroseeded and restored to a natural-looking state, to the satisfaction of the County staff.

Land Development Engineering

31. During the grading abatement work, Land Development Engineering Inspection Staff, in consultation with the project geotechnical engineer, shall monitor the grading abatement work to confirm removal of the full depth of unpermitted fill. Discrepancies between the field conditions and the approved abatement plans shall be documented in as-built plans submitted to the Planning Division. Should the unpermitted fill exceed 17,050 cubic yards, a modification to the Grading Abatement Approval granted by the Zoning Administrator through the Planning Division shall be required, and the discrepancy between the field conditions and the grading plans addressed through a revision to the grading permit (not through as-built plans).
32. Existing and set permanent survey monuments shall be verified by inspectors prior to final acceptance of the improvements by the County. Any permanent survey monuments damaged or missing shall be reset by a licensed land surveyor or registered civil engineer authorized to practice land surveying and they shall file appropriate records pursuant to Business and Professions Code Section 8762 or 8771 of the Land Surveyors Act with the County Surveyor.



PLAN LEGEND

--- LIMIT OF WORK LINE

GENERAL NOTES

1. CONTOURS SHOWN REPRESENT THE AREA AS SURVEYED IN 2000 AND IS FOR REFERENCE ONLY.

SURVEY NOTES

1. EXISTING TOPOGRAPHIC SURVEY INFORMATION SHOWN HEREON IS BASED UPON TOPOGRAPHIC SURVEYS COMPLETED BY SANDIS, UNDER THE DIRECTION OF LAURA CABRAL, PLS 7756.

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SURVEYORS
PLANNERS
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SILICON VALLEY TRI-VALLEY CENTRAL VALLEY SACRAMENTO EAST BAY SF

DATE: 02/28/18
SCALE: 1"=40'
DRAWN BY: JC
CHECKED BY: ---
DRAWING NO.: 215042

NO.	REVISION/ISSUE	DATE	BY

TOPOGRAPHIC SURVEY
(2000 CONDITIONS)

STANFORD GOLF COURSE
GRADING ABATEMENT
STANFORD CALIFORNIA

SHEET
C-3.0
4 of 11 SHEETS

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GENERAL NOTES

1. STOCKPILES SHOWN ARE PART OF A SEPARATE GOLF COURSE PROJECT AND WILL BE REMOVED PRIOR TO GRADING ACTIVITIES.

SURVEY NOTES

1. EXISTING TOPOGRAPHIC SURVEY INFORMATION SHOWN HEREON IS BASED UPON TOPOGRAPHIC SURVEYS COMPLETED BY SANDIS, UNDER THE DIRECTION OF LAURA CABRAL, PLS 7756.
2. UTILITIES SHOWN ON THIS SURVEY ARE BASED ON SURFACE OBSERVATIONS. NO WARRANTIES ARE EXPRESSED OR IMPLIED CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL, OR PUBLIC OWNED.
3. CONTRACTOR SHALL VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION AND REPORT BACK TO THE ENGINEER ANY DISCREPANCIES WITH PLAN PRIOR TO COMMENCEMENT OF WORK.
4. TREE LOCATIONS SHOWN HEREON ARE SHOWN STATISTICALLY WITH STAMBE SIZE BASED UPON TRUNK DIAMETER AT CHEST HEIGHT, AT THE LOCATION WHERE THE TREE EXCEEDS THE GRADING SURFACE. LOCATIONS AND SIZES OF TREE TRUNKS CAN ONLY BE CONSIDERED APPROXIMATE UNLESS OTHERWISE STATED ON THE PLAN.

BENCHMARK

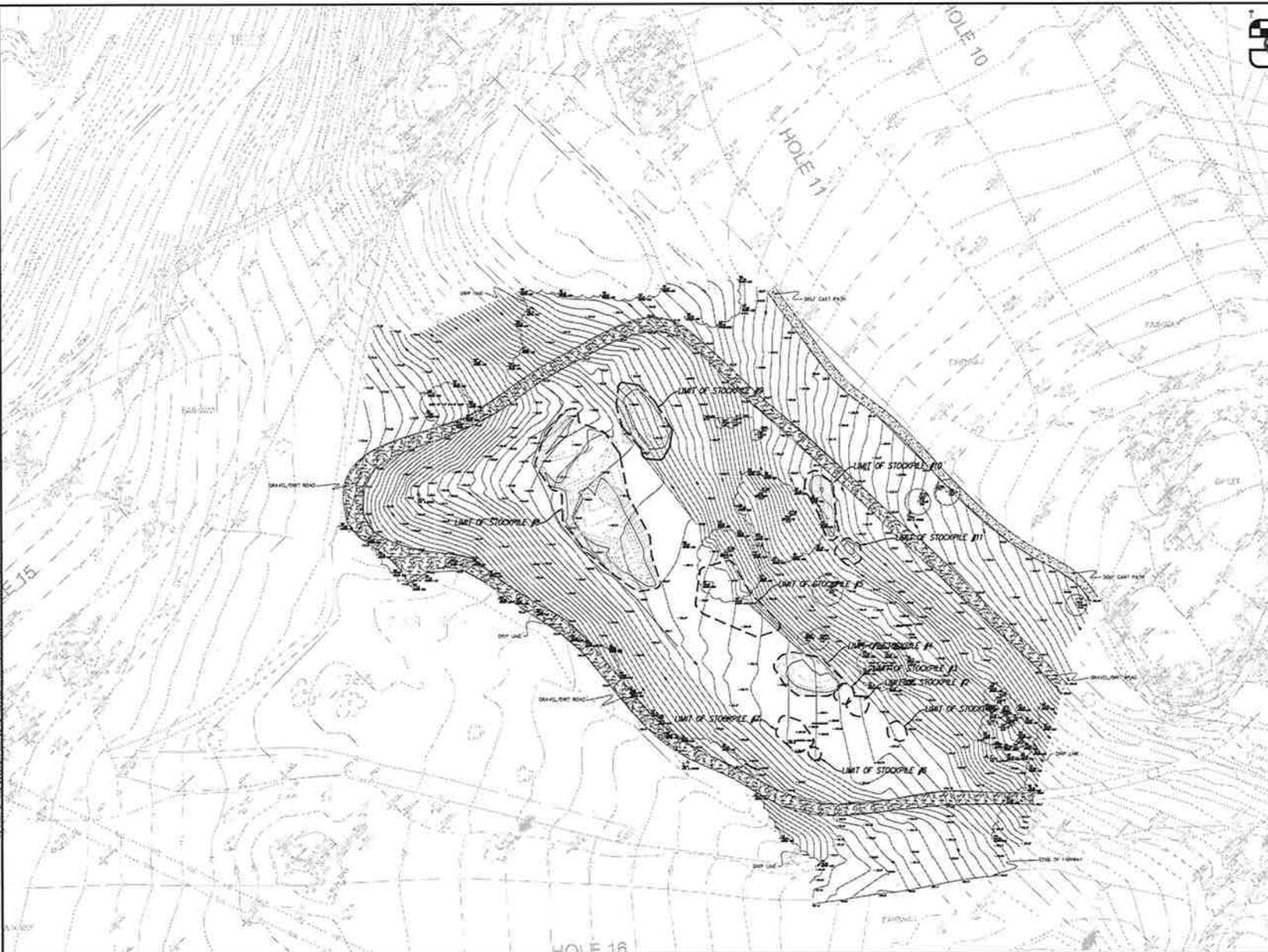
THE ELEVATION OF REFERENCE FOR THIS SURVEY IS A STANFORD MASTER CONTROL NETWORK MONUMENT, AS SHOWN IN BOOK 747 OF MAPS PAGES 40-48, SANTA CLARA COUNTY RECORDS. IT IS DESCRIBED AS 2-1/2" BRASS BOLT WITH PUNCH, SET IN THE SOUTH WEST CORNER OF THE INTERSECTION OF STOCK FARM ROAD AND OAK ROAD.
ELEVATION = 112.54 FEET (NAD 83 DATUM)

UNDERGROUND UTILITY NOTE

THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY ARE APPROXIMATE AND WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. ONLY ACTUAL LOCATION WILL REVEAL THE TYPES, EXTENTS, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES; HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THIS SURVEY.

HORIZONTAL CONTROL

THE HORIZONTAL CONTROL FOR THIS SURVEY IS BASED ON THE PUBLISHED COORDINATES AS SHOWN ON THE RECORD OF SURVEY AS FILED IN BOOK 212, PAGE 44, SANTA CLARA COUNTY RECORDS.



SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS 3700 S. Winchester Blvd, Suite 200, Campbell, CA 95008 P. 408.636.0500 F. 408.636.0999 www.sandis.com SILICON VALLEY TRI-VALLEY CENTRAL VALLEY SACRAMENTO EAST BAY/SF	DATE: 02/05/19 SCALE: 1"=40' DRAWN BY: [initials] APPROVED BY: [initials] DRAWING NO.: 215042	<table border="1"> <thead> <tr> <th>REV.</th> <th>REVISION/ISSUE</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	REV.	REVISION/ISSUE	DATE	BY													TOPOGRAPHIC SURVEY (EXISTING CONDITIONS)	STANFORD GOLF COURSE GRADING ABATEMENT STANFORD CALIFORNIA	SHEET C-2.0 3 of 11 SHEETS
	REV.	REVISION/ISSUE	DATE	BY																	

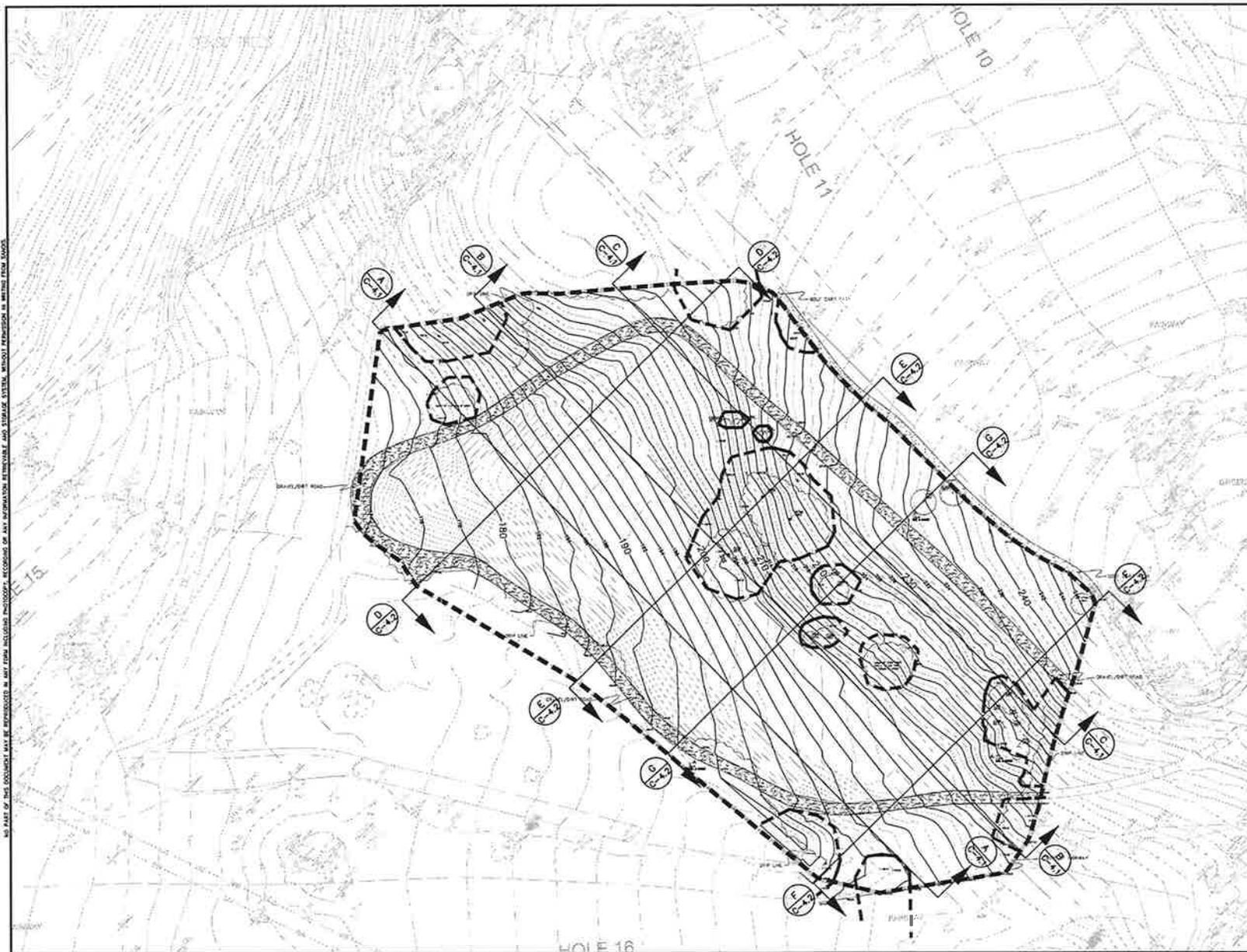
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GRADING PLAN LEGEND

- LIMIT OF WORK LINE
- - - TREE PROTECTION ZONE/FENCING

GRADING NOTES

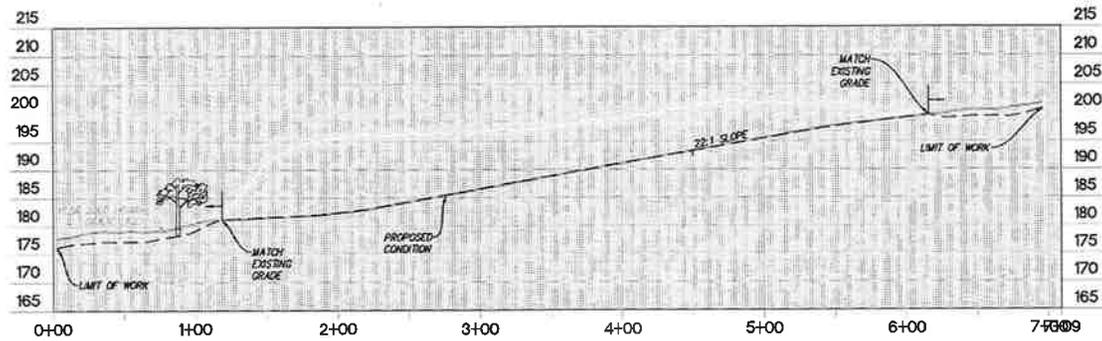
1. PROVIDE POSITIVE SURFACE DRAINAGE AWAY FROM ALL STRUCTURES BY SLOPING ALL HARDSCAPE SURFACES AT 2% AND LANDSCAPE SURFACES AT 3% AWAY FROM STRUCTURES UNLESS OTHERWISE NOTED ON PLANS.
2. STRUCTURE WALLS PER CBC 2304.11.2.3 (WOOD SUPPORTED BY FOUNDATION) PROVIDE 6" MINIMUM CLEAR TO EXTERIOR GRADE.
3. ALL FILL IMPORT SOILS AND GRADING SHALL BE IN CONFORMANCE WITH THE GEOTECHNICAL REPORT PERFORMED BY CORNESTONE EARTH GROUP, DATED APRIL 5, 2011, PROJECT NUMBER 25042.
4. COORDINATE THE PLACEMENT OF ALL SLEEVES FOR LANDSCAPE IRRIGATION (WATER AND CONTROL WIRING) AND SITE LIGHTING PRIOR TO THE PLACEMENT OF ANY ASPHALT, BASECOURSE OR CONCRETE SURFACING. SEE LANDSCAPING AND SITE ELECTRICAL DRAWINGS.
5. ROUGH GRADING TO BE WITHIN 0.1' AND FINISH GRADES ARE TO BE WITHIN 0.05'. HOWEVER CONTRACTOR SHALL NOT CONSTRUCT ANY IMPROVEMENTS THAT WILL CAUSE WATER TO POND OR NOT MEET REQUIREMENTS IN GRADING NOTES OR THE ADA REQUIREMENTS BELOW. DO NOT ADJUST GRADES ON THIS PLAN WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER/ARCHITECT.
6. THE CONTRACTOR SHALL EXERCISE EXTREME CARE TO CONFORM TO THE LINES, GRADES, SECTIONS, AND DIMENSIONS AS SET FORTH ON THESE PLANS. ALL GRADED AREAS SHALL CONFORM TO THE VERTICAL ELEVATIONS SHOWN WITH A TOLERANCE OF ONE-TENTH OF A FOOT. WHERE GRADED AREAS DO NOT CONFORM TO THESE TOLERANCES, THE CONTRACTORS SHALL BE REQUIRED TO DO CORRECTIVE GRADING AT NO EXTRA COST TO THE CLIENT.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM THE GROUND ELEVATIONS AND OVERALL TOPOGRAPHY OF THE SITE PRIOR TO THE START OF CONSTRUCTION AS TO THE ACCURACY BETWEEN THE WORK SET FORTH ON THESE PLANS AND THE WORK IN THE FIELD. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND CIVIL ENGINEER IN WRITING PRIOR TO START OF CONSTRUCTION WHICH MAY REQUIRE CHANGES IN DESIGN AND/OR AFFECT THE EARTHWORK QUANTITIES.
8. ALL GRADING SHALL CONFORM TO APPROVED SPECIFICATIONS PROVIDED HEREIN OR ATTACHED HERETO. ALL GRADING WORK SHALL BE OBSERVED AND APPROVED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS BEFORE BEGINNING ANY GRADING. UNOBSERVED AND UNAPPROVED GRADING WORK SHALL BE REMOVED AND REDONE AT THE CONTRACTOR'S EXPENSE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR REPLACE ANY EXISTING IMPROVEMENTS OF UNDERGROUND FACILITIES DAMAGED DURING THE CONSTRUCTION PERIOD.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL ENFORCEMENT, EXCAVATION, CONCRETE, ELECTRICAL, PLUMBING, ETC. PERMITS NECESSARY PRIOR TO BEGINNING CONSTRUCTION FOR ANY WORK.
11. THE RISE/RUN/STEP COUNT IS FOR REFERENCE ONLY. THE CONTRACTOR SHALL VERIFY ELEVATIONS AND BUILDING CODE COMPLIANCE PRIOR TO ANY WORK.
12. AREAS LACKING TOPOGRAPHIC INFORMATION (ELEVATIONS) HAVE BEEN INTERPOLATED USING STANDARD ENGINEERING METHODS. CONTRACTOR SHALL FIELD VERIFY ALL ELEVATIONS AT CONFORMS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND REPORT BACK ANY DISCREPANCIES TO THE CIVIL ENGINEER.
13. ADJUST ANY MANHOLE OR UTILITY STRUCTURES TO PROPOSED GRADE PRIOR TO INSTALLING FINAL LIFT OF AC OR POURING CONCRETE.
14. IT IS THE CONTRACTOR'S RESPONSIBILITY THAT THE PROJECT WILL COMPLY WITH THE BMPs AS DESCRIBED BY THE CALIFORNIA STORMWATER QUALITY ASSOCIATION (CSQA), AND CONSISTENT WITH THE CALIFORNIA WATER BOARD STANDARDS AND REGULATIONS AS INDICATED UNDER THE PROJECT SHEET. THIS INCLUDES BUT IS NOT LIMITED TO PERMANENT SOIL STABILIZATION WITH USE OF JETCIE MATS AND HYDROSEEDING ALONG THE SLOPED HILLSIDES.
15. ALL AC PATHWAYS SHALL BE RESTORED AROUND THE SITE AT THE END OF CONSTRUCTION CONSISTENT WITH THE STANFORD PDG.
16. TREE PROTECTION ZONES ARE SHOWN PER THE PROJECT ARBORIST RECOMMENDATIONS TO PROTECT TREES WITHIN THIS AREA. GRADING SCOPE HAS BEEN REFINED FROM 2000 CONTOUR TO PROTECT THE TREES. REFER TO ARBORIST REPORT FOR ADDITIONAL INFORMATION.
17. 2000 CONTOUR DATA BASED ON LEAS DATA PROVIDED BY STANFORD. LEAS INFORMATION PROVIDES THE BEST APPROXIMATE 2000 CONTOUR BUT MAY NOT BE AS ACCURATE AS 2017 CONTOUR WHICH WAS DERIVED BY TRADITIONAL SURVEY MEANS.
18. AS THE 2000 CONTOUR IS THE BEST FIT APPROXIMATION OF THE 2000 GRADES BASED ON LEAS DATA, INSTRUCTION TO VERIFY THE GRADING CONFORM IN THE FIELD, AND STANFORD IS TO PROVIDE AS-BUILT DRAWINGS AT COMPLETION OF CONSTRUCTION.
19. GRADING INTENT IS TO CUT DOWN AREAS OF FILL CONSTRUCTED BETWEEN THE YEAR 2000 AND 2017. IN AREAS WHERE THE APPROXIMATE YEAR 2000 GRADE IS HIGHER THAN CURRENT GRADE, NO FILL WILL BE BROUGHT IN. IN AREAS WHERE TREES OR OTHER ENVIRONMENTALLY SENSITIVE AREAS THAT HAVE ADAPTED TO NEW GRADES, GRADES WILL NOT CHANGE.



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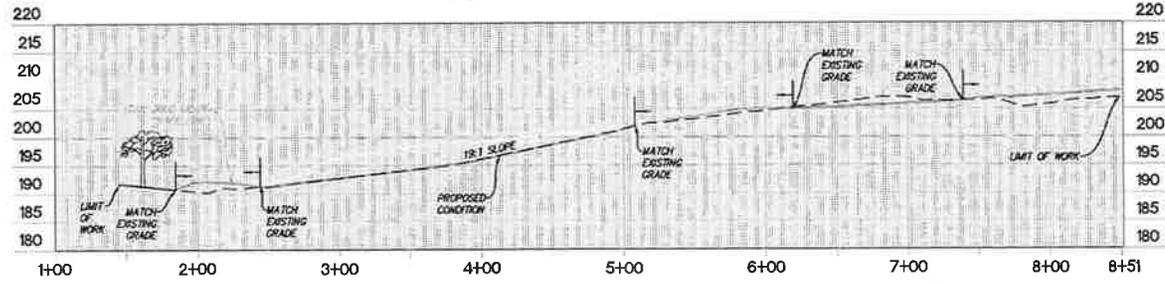
 <p>SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS</p> <p>3700 S. Winchester Blvd, Suite 200, Campbell, CA 95008 P: 408.636.0900 F: 408.636.0999 www.sandis.net</p> <p>SILICON VALLEY TRI-VALLEY CENTRAL VALLEY SACRAMENTO EAST BAY/SF</p>	<p>DATE: 02/08/19</p> <p>SCALE: 1"=40'</p> <p>DRAWN BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>DRAWING NO: 215042</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REV.	DESCRIPTION	DATE	BY					<p>GRADING PLAN (2000 CONTOURS, EXCEPT WHERE PROTECTING TREES AND HISTORICAL CUTS)</p>	<p>STANFORD GOLF COURSE GRADING ABATEMENT STANFORD CALIFORNIA</p>	<p>SHEET C-4.0 5 OF 11 SHEETS</p>
	REV.	DESCRIPTION	DATE	BY									
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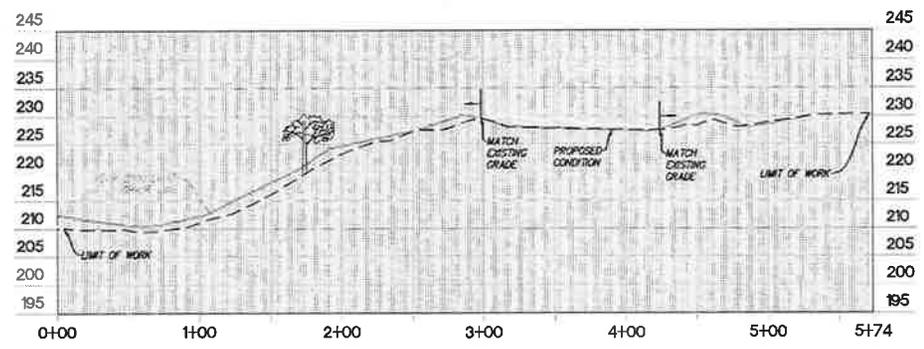
SECTION A-A

HORIZONTAL: 1" = 40'
VERTICAL: 1" = 10'



SECTION B-B

HORIZONTAL: 1" = 40'
VERTICAL: 1" = 10'



SECTION C-C

HORIZONTAL: 1" = 40'
VERTICAL: 1" = 10'

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SILICON VALLEY TRI-VALLEY CENTRAL VALLEY SACRAMENTO EAST BAY SF

DATE:	02/08/19
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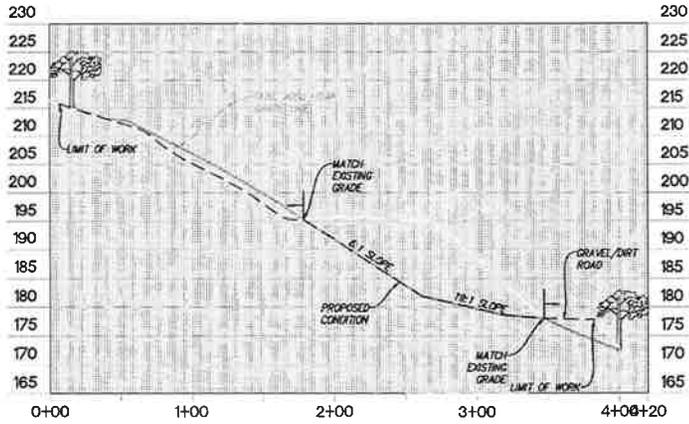
GRADING SECTIONS

STANFORD GOLF COURSE
GRADING ABATEMENT
STANFORD CALIFORNIA

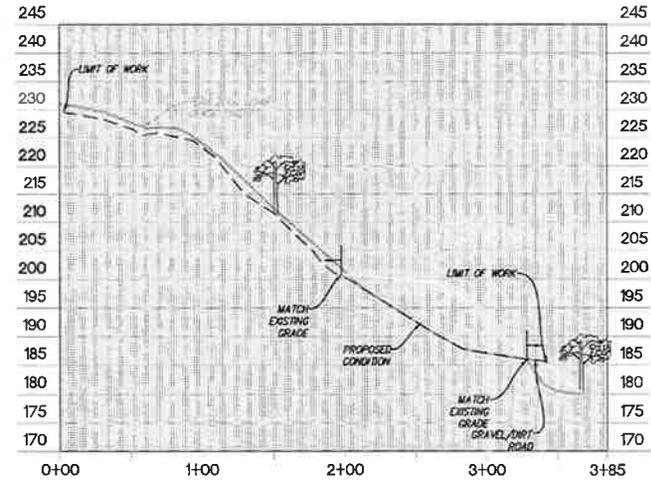
SHEET
C-4.1
6 of 11 SHEETS

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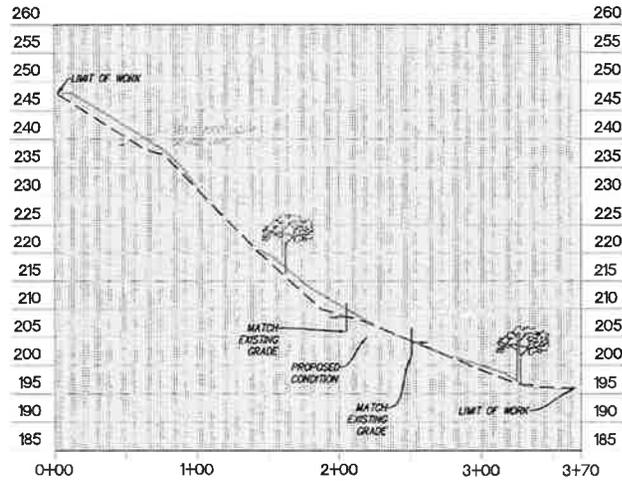
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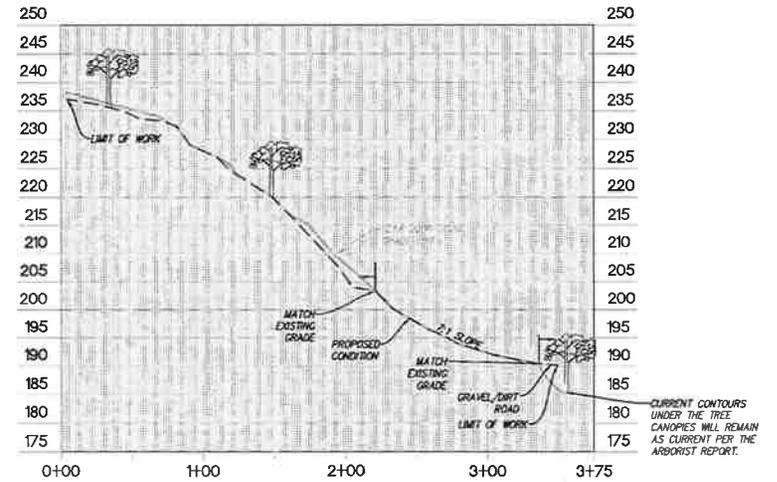
SECTION D-D
HORIZONTAL: 1" = 40'
VERTICAL: 1" = 10'



SECTION E-E
HORIZONTAL: 1" = 40'
VERTICAL: 1" = 10'



SECTION F-F
HORIZONTAL: 1" = 40'
VERTICAL: 1" = 10'



SECTION G-G
HORIZONTAL: 1" = 40'
VERTICAL: 1" = 10'

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DATE:	02/04/18
SCALE:	AS NOTED
DRAWN BY:	JD
CHECKED BY:	
DRAWING NO.:	215042

NO.	REVISION/ISSUE	DATE	BY

GRADING SECTIONS

STANFORD GOLF COURSE
GRADING ABATEMENT
STANFORD CALIFORNIA

SHEET
C-4.2
7 OF 11 SHEETS

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SANDIS
SILICON VALLEY

SCALE: 1"=40'

- LEGEND**
- INLET PROTECTION
 - FIBER ROLLS
 - SILT FENCE
 - STRAW MULCH
 - TREE PROTECTION
 - APPROXIMATE AREA OF CONSTRUCTION
 - TREE PROTECTION ZONE/FENCING

GENERAL NOTES:

A. ALL STORM INLETS WITHIN PROJECT LIMIT OF WORK SHALL HAVE INLET PROTECTION INSTALLED TO PROTECT FROM SEDIMENT ENTERING THE STORM SYSTEM. THIS PROTECTION SHALL REMAIN THROUGHOUT THE ENTIRETY OF ACTIVE CONSTRUCTION.

- EROSION CONTROL NOTES:**
- A. TEMPORARY CONSTRUCTION ENTRANCE/EXIT LOCATION SHOWN IS APPROXIMATE. CONTRACTOR TO PROVIDE LOCATION WHERE APPROPRIATE.
 - B. THIS PLAN REPRESENTS POSSIBLE WATER POLLUTION CONTROL MEASURES INCLUDING EROSION CONTROL AND SEDIMENT CONTROL.
 - C. EXISTING SURFACES SHALL BE UNDISTURBED TO THE EXTENT PRACTICAL.
 - D. GROUND WATER SHALL NOT BE DISCHARGED WITH STORM WATER. GROUND WATER DETERMINING OPERATIONS SHALL BE COORDINATED AS NEEDED WITH OWNER.
 - E. CONTRACTOR SHALL PROVIDE EFFECTIVE SOIL COVER FOR AREAS OF CONSTRUCTION ACTIVITY THAT HAVE BEEN DISTURBED AND ARE NOT SCHEDULED TO BE ACTIVE FOR AT LEAST 14 DAYS.
 - F. ALL EROSION CONTROL AND SEDIMENT CONTROLS TO BE OBTAINED, INSTALLED AND MAINTAINED AS REQUIRED IN PROJECT SHEET.
 - G. CONTRACTOR TO INSTALL RUN-ON AND RUN-OFF CONTROL MEASURES ACCORDING TO PLANS OR AS NECESSARY TO ENSURE SEDIMENT IS NOT TRANSPORTED FROM SITE.
 - H. CONTRACTOR TO PROVIDE BACK-UP EROSION PREVENTION MEASURES (SOIL STABILIZATION) WITH SEDIMENT CONTROL MEASURES SUCH AS STRAW MATS, SILT FENCE, GRAVEL INLET FILTERS AND/OR SEDIMENT TRAPS OR BASKETS. EXISTING CONTROL MEASURES ARE ADEQUATE, IN PLACE, AND IN OPERABLE CONDITIONS. SEDIMENT CONTROLS INCLUDING INLET PROTECTION ARE NECESSARY BUT SHOULD BE A SECONDARY DEFENSE BEHIND GOOD EROSION CONTROL MEASURES.
 - I. STOPPILE LOCATION(S) TO BE DETERMINED BY THE CONTRACTOR. COORDINATE WITH SITE OSP.
 - J. ALL CONCRETE TRUCKS TO USE ON-SITE WASH BUCKETS FOR CONCRETE RINSE. ALL CONCRETE TRUCKS TO CAPTURE CONCRETE RINSE IN SECONDARY CONTAINMENT AND PROPERLY DISPOSE.
 - K. STREET SWEEPING SHALL BE CHECKED DAILY TO ENSURE DEPOSITED SEDIMENT AND DEBRIS DOES NOT ENTER THE STORM DRAIN SYSTEM. USE REGENERATIVE VACUUM STREET CLEANER TO MITIGATE AIR AND WATER POLLUTION.
 - L. RUNOFF THAT HAS CONTACTED AMENDED SOIL AREAS SHALL NOT BE ALLOWED TO LEAVE THE SITE OR ENTER THE STORM DRAIN SYSTEM.
 - M. THE PROJECT SHEET HAS BEEN ACTIVATED THROUGH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD. THE NDB # FOR THIS PROJECT IS 24C382227.

<p>SANDIS SILICON VALLEY</p>	<p>CIVIL ENGINEERS SURVEYORS PLANNERS</p> <p>1700 S. Winchester Blvd, Suite 200, Campbell, CA 95008 P: 408.636.0500 F: 408.636.0599 www.sandis.com</p> <p>SILICON VALLEY TRI-VALLEY CENTRAL VALLEY SACRAMENTO EAST BAY/SF</p>	<p>DATE: 02/08/19</p> <p>SCALE: 1"=40'</p> <p>DRAWN BY: ES</p> <p>CHECKED BY: ---</p> <p>DRAWING NO: 215042</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISION/ISSUE</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	REVISION/ISSUE	DATE	BY													<p>EROSION CONTROL PLAN</p>	<p>STANFORD GOLF COURSE GRADING ABATEMENT STANFORD CALIFORNIA</p>	<p>SHEET C-7.0 8 OF 11 SHEETS</p>
		NO.	REVISION/ISSUE	DATE	BY																	
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To be recorded without fee as per
Gov. Code 6103

RECORDING REQUESTED BY:
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CODE ENFORCEMENT DIVISION

WHEN RECORDED RETURN TO:
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CODE ENFORCEMENT DIVISION
70 WEST HEDDING STREET, 7TH FLOOR
SAN JOSE, CA 95110

24051593

Regina Alcomendras
Santa Clara County - Clerk-Recorder
10/29/2018 02:03 PM

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COMPLIANCE AGREEMENT



CODE ENFORCEMENT COMPLIANCE AGREEMENT

The County of Santa Clara (County) and Board of Trustees of Leland Stanford Jr. University (Property Owners; collectively, the Parties) enter into this Compliance Agreement (Agreement) on October 24, 2018, regarding the property located at 35 Vista Lane, Palo Alto, California 94034, Assessor's Parcel Number 142-12-007 (Subject Property).

RECITALS

This Agreement allows Property Owners to cure known County of Santa Clara Ordinance Code (Ordinance Code) violations under terms, conditions, and timing agreed to by the Parties.

Property Owners acknowledge that the Subject Property has existing County Ordinance Code violations described below but require time to cure the violations to acquire permits and/or perform necessary repairs, demolition, construction, and/or reconstruction.

In exchange for Property Owners entering into this Agreement and following its terms, the County will stay further enforcement and court action and reduce administrative fines (including nuisance abatement fines), and regulatory fees, as described below.

If Property Owners fail to follow the terms of this Agreement and the County does not extend the time for cure as described below, they agree the County may reactivate its enforcement action and stipulate to: (1) entry of judgment against them and in favor of the County as to the existence of all violations described herein and their obligation to abate those violations; (2) payment to the County all accrued administrative fines, regulatory fees, civil penalties, attorneys' fees, and abatement costs; and (3) summary abatement of the violations and/or an order appointing a receiver to abate them.

The Parties therefore agree as follows:

TERMS OF AGREEMENT

1. Acknowledgment of Violations

Property Owners caused or allowed approximately 24,000 cubic yards of soil and other material to be placed on the Subject Property within the golf course. This material includes, but is not limited to stockpiled material and has been placed within the area bounded by holes 15, 16, and 11, within the boundaries of an oak woodland area without permits.

Property Owners acknowledge the Subject Property contains existing violations of Ordinance Code section A1-34, *et seq.* and the following County Ordinances:

Code section	Description
Ord. Code §§ C12-406, 407 & 422	Nonexempt Grading Without Permit
Ord. Code § C12-511	Grading Affecting Environmentally-Sensitive Areas
Ord. Code § C12-514	Grading Creating Erosion and/or Sedimentation
Ord. Code § C12-520	Grading Causing Public Nuisance

If, during the term of this Agreement, the County or its employees or agents discover violations on the Subject Property beyond those listed above, the Parties agree the newly discovered violations shall be included in this Agreement and abated within the time set forth in this Agreement or within a time agreed to by the County. Property Owners also agree to apply for and obtain any additional, necessary permits for the newly discovered violations.

2. Remedy for Violations

To cure the violations on the Subject Property, the Property Owners shall:

- A. Immediately and permanently cease and not allow any further earthwork and stockpiling of material in the area of the Grading Violation bounded by holes 11, 15, and 16 of the Stanford Golf Course and maintain erosion controls at the site that County staff shall inspect within 3 days of this Agreement and periodically thereafter, as determined by the County, until the grading violation is abated. Property Owner shall make any and all corrections required by the County to maintain effective erosion control.
- B. Submit a Prescreening Application for Grading Abatement and Architectural and Site Approval to the Department of Planning and Development (Planning Department);
- C. Submit complete applications for a combined Application for Grading Abatement and Architecture and Site Approval to the Planning Department;
- D. In response to all Planning Department staff comments, obtain Conditions of Approval for the Grading Abatement Application and Architecture and Site Approval;
- E. Obtain a Grading Abatement Permit from the Land Development Engineering Division of the Planning Department that includes the complete removal all stockpiled material described in Item 2A., above, under the supervision of a qualified biologist who provides a written report documenting compliance with all applicable conditions of approval; and

- F. Complete all abatement work and obtain a final clearance inspection demonstrating that all required corrective work noted above and in full conformance with this Agreement, Ordinance Code requirements, and County-approved abatement plans and secured permits has been properly completed.

3. Issuance of Permits

The County shall process and/or issue all required permits after Property Owners have completed and submitted applications and all necessary supporting documentation and the County has determined that the proposed work conforms with all Ordinance Code grading requirements, Zoning Ordinance requirements, and all other County land-use requirements.

The County will process or issue the permits solely on the representation by Property Owners in this Agreement that the violations of County law on the Subject Property will be cured in the manner and by the dates set forth in this Agreement. All failures by the Property Owners to cure the violations on the Subject Property as set forth in this Agreement shall be grounds for revocation of the issued permits, including revocation pursuant to Ordinance Code section C12-526.

This Section shall also apply to additional permits that the County deems necessary during the term of this Agreement.

4. No Court Action During Term of Agreement

So long as Property Owners remain in compliance with the terms of this Agreement, including by abating the existing violations within the time set forth in this Agreement and by not committing any new violations, the County will forego formal court action. Property Owners acknowledge that their failure to complete *any* of the items described in Section 6, below, is a breach of this Agreement and if the Department of Planning and Development Director (Director) does not agree in writing to extend time for completion, the County may take immediate formal court action to enforce this Agreement.

5. Consent to Inspection

Property Owners consent to all inspections of the Subject Property by the County as needed, at any time between 8:00 a.m. and 6:00 p.m., Monday through Friday, while this Agreement is in effect, including but not limited to inspections by the Department of Planning and Development and any other agencies or departments that may need to inspect the Subject Property to determine Property Owners' compliance with this Agreement, County Ordinances, and State law.

6. Time Limits to Cure the Violations

Property Owners will cure the existing violations on the Subject Property as follows:

- A. **Immediately and permanently** cease and not allow any further earthwork and stockpiling of material in the area of the Grading Violation bounded by holes 11, 15,

and 16 of the Stanford Golf Course and maintain erosion controls at the site that County staff shall inspect within 3 days of this Agreement and periodically thereafter, as determined by the County, until the grading violation is abated. Property Owner shall make any and all corrections required by the County to maintain effective erosion control.;

- B. **By November 8, 2018**, submit a Prescreening Application for Grading Abatement and Architectural and Site Approval to the Planning Department;
- C. **By December 6, 2018**, submit complete applications for a combined Application for Grading Abatement and Architecture and Site Approval to the Planning Department;
- D. **By March 15, 2019**, in response to all Planning Department staff comments, obtain Conditions of Approval for the Grading Abatement Application and Architecture and Site Approval;
- E. **By April 30, 2019**, obtain a Grading Abatement Permit from the Land Development Engineering Division of the Planning Department that includes the complete removal all stockpiled material described in Item 6A., above, under the supervision of a qualified biologist who provides a written report documenting compliance with all applicable conditions of approval; and
- F. **By September 30, 2019**, complete all abatement work and obtain a final clearance inspection demonstrating that all required corrective work noted above and in full conformance with this Agreement, Ordinance Code requirements, and County-approved abatement plans and secured permits has been properly completed.

7. Accrual of Administrative Fines, Fees, and Nuisance Abatement Penalties

Administrative fines for the above-described violations will accrue at \$250 per day beginning on November 8, 2018, which is 30 days from the date of the Notice of Violation and Administrative Citation, dated October 9, 2018, and will continue to accrue during the time of this Agreement, following notice to the Property Owners. If the Director does not extend this Agreement, the administrative fines will total \$71,500 on the termination date of August 20, 2019.

In addition to these administrative fines, all fees and costs incurred for time spent by County employees on work relating to the above-described violations and enforcement of this Agreement, including attorneys' fees, will continue to accrue during the time of this Agreement.

At the time of the execution of this Agreement, Property Owners shall pay to the County a down payment of \$10,000 towards administrative fines which is 15% of the reduced fine amount described below in Section 8 of this Agreement.

8. Cure of Violations

When Property Owners believe they have cured the existing violations on the Subject Property they shall inform the County either verbally or in writing. County staff will inspect the Subject Property to determine compliance within 10 calendar days of that notice. If County staff determines that Property Owners have cured all existing violations within the times set forth in this Agreement the County will reduce the owed administrative fines as follows:

- A. Property Owners will pay the County 50% of the administrative fines that accrued between November 8, 2018 through the date of final compliance, up to a total of \$35,750.
- B. All fees and costs incurred for time spent by County employees on work relating to the above-described violations and enforcement of this Agreement, including attorneys' fees, in a total amount of fees and costs not to exceed \$15,000.

Property Owners may complete any of the compliance deadlines set forth above before the specified date. If Property Owners fully comply with the Agreement before the final compliance date of August 20, 2019, the Parties agree that administrative fines will stop accruing on the completion date.

Property Owners agree pay the County this reduced balance of accrued administrative fines and fees within 30 calendar days of the date of the inspection determining compliance. If Property Owners fail to pay within 30 days, all administrative fines and fees incurred for time spent County employees shall continue to accrue until the County is paid in full.

Property Owners stipulate that their failure to pay the amount set for in this Section or enter into a payment plan regarding that balance within 30 calendar days of County-deemed compliance shall result in a stipulated judgment against them for the total, unreduced amount of administrative fines, fees, and costs, including those that accrued during the compliance period, described above in Section 7.

9. Failure to Cure Violations

If Property Owners fail to cure the violations on the Subject Property within the prescribed time limits or an extended time limit approved by the Director:

- A. The County may revoke all building and land-use permits issued pursuant to this Agreement;
- B. The County may pursue all legal and administrative remedies against the Property Owners allowed by County Ordinance and/or State law to cure the violations on the Subject Property;
- C. Property Owners stipulate to the entry of judgment in favor of the County for all fines, fees, and costs associated with the violations, including the fines and fees set forth in Section 7, above;

- D. Property Owners stipulate to an order finding that the above-described violations of law continue to exist on the Subject Property and authorizing summary abatement of those conditions and/or the Superior Court's appointment of a receiver pursuant to Code of Civil Procedure section 564 and/or Health and Safety Code section 17980, et seq., and/or Business and Professions Code section 17200, et seq.; and
- E. Property Owners agree to waive all appellate rights with respect to the stipulated order and judgment.

10. Termination

If Property Owners cure the violations on the Subject Property and the County, after inspecting the Subject Property, agrees in writing that all violations on the Subject Property are cured, this Agreement shall terminate except those provisions regarding the payment of fines and fees. If Property Owners fail to meet any of the time limits to cure the violations set forth in Section 6 and do not receive an extension from the Director, Property Owners' ability to cure the violations as set forth in Sections 6 and 8 shall terminate.

11. Lawful Construction

Property Owners shall perform all work on the Subject Property in accordance with all applicable County Ordinances and State law. Property Owners agree to obtain all necessary permits before beginning any abatement, construction, or demolition work on the Subject Property.

12. Waiver

The failure of the County to proceed against Property Owners in an enforcement action, whether administrative, civil, or criminal, for any violation of the applicable Ordinances, State laws, or any provisions of this Agreement, shall not waive the County's right to bring an action against Property Owners for any subsequent violation. Nothing in this Agreement shall limit in any manner the authority of the County to apply and/or enforce any provisions of State or County law against the Property Owners for violations on the Subject Property.

13. Notices

All notices required by this Agreement shall be sent, at a minimum, by first class United States Mail with postage prepaid to the Parties as follows:

To County:

Department of Planning & Development
Attn: James Stephens
Code Enforcement Manager
County Government Center
70 W. Hedding St., E. Wing, 7th Fl.
San Jose, CA 95110

Office of the County Counsel
Attn: Michael L. Rossi,
Lead Deputy County Counsel
County Government Center
70 W. Hedding St., E. Wing, 9th Fl.
San Jose, CA 95110

To Property Owners:

Board of Trustees of
Leland Stanford Jr. University
c/o Stanford Real Estate Office
3160 Porter Drive, Suite 200
Palo Alto, CA 94034

Notices shall be deemed served upon deposit in the United States Mail.

14. Indemnification

Property Owners shall indemnify, defend, and hold harmless County and its officers, agents, and employees from and against all claims or suits for damages or injury arising from: (1) the issuance of building and/or land-use permits for the Subject Property; (2) compliance or noncompliance from failure to abide by the building and/or land-use permits or the terms of this Agreement; (3) inspections of the Subject Property as described above. Property Owners shall further indemnify, defend, and hold harmless County and its officers, agents, and employees from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

15. Binding on Successors

This Agreement is binding on the heirs, successors, and assigns of the Parties.

16. Joint and Several Liability

Property owners agree that they are jointly and severally liable for: (1) all above-described violations on the Subject Property; and (2) all above described-monetary damages and all future damages resulting from the violations.

17. Amendment

This Agreement may be amended, modified, or changed by the Parties only if the amendment, modification, or change is in writing and approved by both Parties.

18. Runs with the Land and Recordation

The Agreement is binding upon and runs with the Subject Property. The County shall cause this Agreement to be recorded with the County Clerk-Recorder upon execution by all Parties. The County shall retain the original Agreement with the recordation information upon it and will provide a copy to Property Owners.

19. Representations and Warranties

Property Owners represent, warrant, and agree:

- A. They have read this Agreement and understand its contents;
- B. They have had adequate time to consult with an attorney of their choice to explain it to them and have executed it voluntarily and without coercion or duress of any kind;
- C. The County and its officers, agents, and employees have not made any statement or representation to them regarding any fact they relied on in entering into this Agreement. They have not relied upon any statement, representation, or promise of the County in executing this Agreement, except as expressly stated in this Agreement;
- D. They have made such investigation of the facts pertaining to this Agreement and all matters relating to it as they deem necessary; and
- E. By entering into this Agreement, they assume the risk of any misrepresentation, concealment, or mistake. If they should subsequently discover that any fact relied upon by them in entering into this Agreement was untrue, that any fact was concealed from them, or that their understanding of the facts or the law was incorrect, they shall not be entitled to any relief for such misrepresentation, concealment, or mistake, including any alleged right or claim to set aside or rescind this Agreement. This Agreement is intended to be and is final and binding, regardless of any claims of misrepresentation, concealment of fact, or mistake of law or fact.

20. Entire Agreement

This Agreement contains the entire agreement between the Parties. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

21. Integration

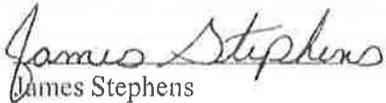
The Parties agree that the terms of this Agreement are contractual, not mere recital, and constitute a fully binding and complete agreement between the Parties regarding its subject matter. This Agreement supersedes all prior or contemporaneous agreements, representations and understandings of or between the Parties, and the Parties are not relying on any such prior representations. The Parties understand and agree that the terms of this Agreement may not be altered, amended, modified, or otherwise changed in any respect or except by a writing duly executed by the Parties.

22. Severability

If at any time after the execution of this Agreement, any portion or provision of it is found to be illegal, invalid, unenforceable, nonbinding, or otherwise without legal force or effect, the remaining portion will remain in force and be fully binding.

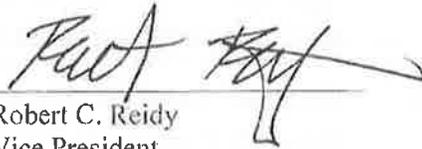
The Parties enter into this Agreement as of the day and year first written above.

County:



James Stephens
Code Enforcement Manager
Department of Planning and Development

Property Owner:



Robert C. Reidy
Vice President
Land
Buildings and Real Estate
Leland Stanford Jr. University

Approved as to form and legality.



Michael L. Rossi
Lead Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On Oct. 25, 2018 before me, Michelle Martinez Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared James Stephens
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Michelle Martinez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Compliance Agreement Document Date: Oct. 24, 2018
Number of Pages: 12 Signer(s) Other Than Named Above: Michael Rossi & Robert C. Reidy

Capacity(ies) Claimed by Signer(s)

Signer's Name: James Stephens
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: SCC Code Enforcement Manager

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara)

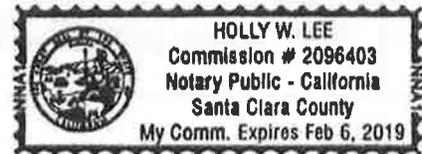
On October 25, 2018 before me, Holly W. Lee, Notary Public
(insert name and title of the officer)

personally appeared Robert C. Reidy
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Holly W. Lee (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On Oct. 25, 2018 before me, Michelle Martinez Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Rossi
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Michelle Martinez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Compliance Agreement Document Date: Oct 24, 2018
Number of Pages: 12 Signer(s) Other Than Named Above: Robert C. Beidy & James Stephens

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Rossi
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: SCC County Counsel

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

To be recorded without fee as per
Gov. Code 6103

RECORDING REQUESTED BY:
DEPARTMENT OF PLANNING & DEVELOPMENT
CODE ENFORCEMENT DIVISION

WHEN RECORDED RETURN TO:
DEPARTMENT OF PLANNING & DEVELOPMENT
CODE ENFORCEMENT DIVISION
70 WEST HEDDING STREET, 7TH FLOOR
SAN JOSE, CA 95110

24142443

Regina Alcomendras
Santa Clara County - Clerk-Recorder
03/26/2019 02:58 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDED COMPLIANCE AGREEMENT



AMENDED CODE ENFORCEMENT COMPLIANCE AGREEMENT

The County of Santa Clara (County) and Board of Trustees of Leland Stanford Jr. University (Property Owners; collectively, the Parties) enter into this Amended Compliance Agreement (Agreement) on March 15, 2019, regarding the property located at 35 Vista Lane, Palo Alto, California 94034, Assessor's Parcel Number 142-12-007 (Subject Property).

REGITALS

This Agreement allows Property Owners to cure known County of Santa Clara Ordinance Code (Ordinance Code) violations under terms, conditions, and timing agreed to by the Parties.

Property Owners acknowledge that the Subject Property has existing County Ordinance Code violations described below but require time to cure the violations to acquire permits and/or perform necessary repairs, demolition, construction, and/or reconstruction.

In exchange for Property Owners entering into this Agreement and following its terms, the County will stay further enforcement and court action and reduce administrative fines (including nuisance abatement fines), and regulatory fees, as described below.

If Property Owners fail to follow the terms of this Agreement and the County does not extend the time for cure as described below, they agree the County may reactivate its enforcement action and stipulate to: (1) entry of judgment against them and in favor of the County as to the existence of all violations described herein and their obligation to abate those violations; (2) payment to the County all accrued administrative fines, regulatory fees, civil penalties, attorneys' fees, and abatement costs; and (3) summary abatement of the violations and/or an order appointing a receiver to abate them.

The Parties therefore agree as follows:

TERMS OF AGREEMENT

1. Acknowledgment of Violations

Property Owners caused or allowed approximately 24,000 cubic yards of soil and other material to be placed on the Subject Property within the golf course. This material includes but is not limited to stockpiled material and has been placed within the area bounded by holes 15, 16, and 11, within the boundaries of an oak woodland area without permits.

Property Owners acknowledge the Subject Property contains existing violations of Ordinance Code section A1-34, *et seq.* and the following County Ordinances:

Code section	Description
Ord. Code §§ C12-406, 407 & 422	Nonexempt Grading Without Permit
Ord. Code § C12-511	Grading Affecting Environmentally-Sensitive Areas
Ord. Code § C12-514	Grading Creating Erosion and/or Sedimentation
Ord. Code § C12-520	Grading Causing Public Nuisance

If, during the term of this Agreement, the County or its employees or agents discover violations on the Subject Property beyond those listed above, the Parties agree the newly discovered violations shall be included in this Agreement and abated within the time set forth in this Agreement or within a time agreed to by the County. Property Owners also agree to apply for and obtain any additional, necessary permits for the newly discovered violations.

2. Remedy and Time Limits to Cure Violations

Property Owners agree to cure the violations on the Subject Property as follows:

- A. **Immediately and permanently** cease and not allow any further earthwork and stockpiling of material in the area of the Grading Violation bounded by holes 11, 15, and 16 of the Stanford Golf Course and maintain erosion controls at the site that County staff shall inspect within 3 days of this Agreement and periodically thereafter, as determined by the County, until the grading violation is abated. Property Owner shall make any and all corrections required by the County to maintain effective erosion control.;
- B. **By November 8, 2018**, submit a Prescreening Application for Grading Abatement and Architectural and Site Approval to the Planning Department;
- C. **By December 6, 2018**, submit complete applications for a combined Application for Grading Abatement and Architecture and Site Approval to the Planning Department;
- D. **By April 30, 2019**, in response to all Planning Department staff comments, obtain Conditions of Approval for the Grading Abatement Application and Architecture and Site Approval;
- E. **By June 17, 2019**, obtain a Grading Abatement Permit from the Land Development Engineering Division of the Planning Department that includes the complete removal all stockpiled material described in Item 6A., above, under the supervision of a

qualified biologist who provides a written report documenting compliance with all applicable conditions of approval; and

- F. **By December 31, 2019**, complete all abatement work and obtain a final clearance inspection demonstrating that all required corrective work noted above and in full conformance with this Agreement, Ordinance Code requirements, and County-approved abatement plans and secured permits has been properly completed.

3. Issuance of Permits

The County shall process and issue all required permits after Property Owners have applied and submitted all necessary supporting documentation and fees and the County has determined that the proposed work conforms with all applicable Ordinance Code, Zoning Ordinance, and County land-use requirements.

The County will process and issue the permits based solely on Property Owners' representation in this Agreement that Property Owners will cure the County and/or State law violations on the Subject Property in the manner and by the dates set forth in this Agreement. All failures by Property Owners to comply with this Agreement may be grounds for revocation or modification of the issued permits at the sole, reasonable discretion of the Planning Department Director (Director), and/or denial of issuance of additional permits not contemplated by this Agreement.

This Section shall also apply to additional permits that the County deems necessary during the term of this Agreement.

4. County to Forego Court Action Absent Breach

If Property Owners comply with this Agreement, including by abating the existing violations within the time set forth in this Agreement and by not committing any new violations, the County will forego formal court action to enjoin and abate the violations. Property Owners acknowledge that their failure to complete *any* of the items described in and pursuant to the time limits set forth in Section 2, is a material breach of this Agreement, and the County may take immediate formal court action to enforce this Agreement.

5. Consent to Inspection

Property Owners consent to all inspections of the Subject Property by the County as needed, at any time between 8:00 a.m. and 6:00 p.m., Monday through Friday, while this Agreement is in effect, including but not limited to inspections by the Department of Planning and Development and any other agencies or departments that may need to inspect the Subject Property to determine Property Owners' compliance with this Agreement, County Ordinances, and State law.

6. Accrual of Administrative Fines, Fees, and Nuisance Abatement Penalties

Administrative fines for the above-described violations will accrue at \$250 per day beginning on November 8, 2018, which is 30 days from the date of the Notice of Violation and Administrative Citation, dated October 9, 2018, and will continue to accrue during the time of this Agreement, following notice to the Property Owners. If the Director does not extend this Agreement, the administrative fines will total \$71,500 on the termination date of December 31, 2019.

In addition to these administrative fines, all fees and costs incurred for time spent by County employees on work relating to the above-described violations and enforcement of this Agreement, including attorneys' fees, will continue to accrue during the time of this Agreement.

At the time of the execution of this Agreement, Property Owners shall pay to the County a down payment of \$10,000 towards administrative fines which is 15% of the reduced fine amount described below in Section 8 of this Agreement.

7. Cure of Violations

When Property Owners believe they have cured the existing violations on the Subject Property they shall inform the County either verbally or in writing. County staff will inspect the Subject Property to determine compliance within 10 calendar days of that notice. If County staff determines that Property Owners have cured all existing violations within the times set forth in this Agreement the County will reduce the owed administrative fines as follows:

- A. Property Owners will pay the County 50% of the administrative fines that accrued between November 8, 2018 through the date of final compliance, up to a total of \$35,750.
- B. All fees and costs incurred for time spent by County employees on work relating to the above-described violations and enforcement of this Agreement, including attorneys' fees, in a total amount of fees and costs not to exceed \$15,000.

Property Owners may complete any of the compliance deadlines set forth above before the specified date. If Property Owners fully comply with the Agreement before the final compliance date of December 31, 2019, the Parties agree that administrative fines will stop accruing on the completion date.

Property Owners agree pay the County this reduced balance of accrued administrative fines and fees within 30 calendar days of the date of the inspection determining compliance. If Property Owners fail to pay within 30 days, all administrative fines and fees incurred for time spent County employees shall continue to accrue until the County is paid in full.

Property Owners stipulate that their failure to pay the amount set for in this Section or enter into a payment plan regarding that balance within 30 calendar days of County-deemed compliance shall result in a stipulated judgment against them for the total, unreduced amount of administrative fines, fees, and costs, including those that accrued during the compliance period, described above in Section 7.

8. Failure to Cure Violations

If Property Owners fail to cure the violations on the Subject Property within the prescribed time limits or an extended time limit approved by the Director:

- A. The County may revoke all building and land-use permits issued pursuant to this Agreement;
- B. The County may pursue all legal and administrative remedies against the Property Owners allowed by County Ordinance and/or State law to cure the violations on the Subject Property;
- C. Property Owners stipulate to the entry of judgment in favor of the County for all fines, fees, and costs associated with the violations, including the fines and fees set forth in Section 7, above;
- D. Property Owners stipulate to an order finding that the above-described violations of law continue to exist on the Subject Property and authorizing summary abatement of those conditions and/or the Superior Court's appointment of a receiver pursuant to Code of Civil Procedure section 564 and/or Health and Safety Code section 17980, *et seq.*, and/or Business and Professions Code section 17200, *et seq.*; and
- E. Property Owners agree to waive all appellate rights with respect to the stipulated order and judgment.

9. Termination

If Property Owners cure the violations on the Subject Property and the County, after inspecting the Subject Property, agrees in writing that all violations on the Subject Property are cured, this Agreement shall terminate except those provisions regarding the payment of fines and fees. If Property Owners fail to meet any of the time limits to cure the violations set forth in Section 6 and do not receive an extension from the Director, Property Owners' ability to cure the violations as set forth in Sections 6 and 8 shall terminate.

10. Lawful Construction

Property Owners shall perform all work on the Subject Property in accordance with all applicable County Ordinances and State law. Property Owners agree to obtain all necessary permits before beginning any abatement, construction, or demolition work on the Subject Property.

11. Waiver

The failure of the County to proceed against Property Owners in an enforcement action, whether administrative, civil, or criminal, for any violation of the applicable Ordinances, State laws, or any provisions of this Agreement, shall not waive the County's right to bring an action against Property Owners for any subsequent violation. Nothing in this Agreement shall

limit in any manner the authority of the County to apply and/or enforce any provisions of State or County law against the Property Owners for violations on the Subject Property.

12. Notices

All notices required by this Agreement shall be sent, at a minimum, by first class United States Mail with postage prepaid to the Parties as follows:

To County:

Department of Planning & Development
Attn: James Stephens
Code Enforcement Manager
County Government Center
70 W. Hedding St., E. Wing, 7th Fl.
San Jose, CA 95110

Office of the County Counsel
Attn: Michael L. Rossi
Lead Deputy County Counsel
County Government Center
70 W. Hedding St., E. Wing, 9th Fl.
San Jose, CA 95110

To Property Owners:

Board of Trustees of
Leland Stanford Jr. University
c/o Stanford Real Estate Office
3160 Porter Drive, Suite 200
Palo Alto, CA 94034

Notices shall be deemed served upon deposit in the United States Mail.

13. Indemnification

Property Owners shall indemnify, defend, and hold harmless County and its officers, agents, and employees from and against all claims or suits for damages or injury arising from: (1) the issuance of building and/or land-use permits for the Subject Property; (2) compliance or noncompliance from failure to abide by the building and/or land-use permits or the terms of this Agreement; (3) inspections of the Subject Property as described above. Property Owners shall further indemnify, defend, and hold harmless County and its officers, agents, and employees from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

14. Binding on Successors

This Agreement is binding on the heirs, successors, and assigns of the Parties.

15. Joint and Several Liability

Property owners agree that they are jointly and severally liable for: (1) all above-described violations on the Subject Property; and (2) all above described-monetary damages and all future damages resulting from the violations.

16. Amendment

This Agreement may be amended, modified, or changed by the Parties only if the amendment, modification, or change is in writing and approved by both Parties.

17. Runs with the Land and Recordation

The Agreement is binding upon and runs with the Subject Property, though the County does not release Property Owners from liability for past violations upon the sale of the Subject Property.

The County shall cause this Agreement to be recorded with the County Clerk-Recorder upon execution by all Parties. The County shall retain the original Agreement with recordation information and will provide a copy to Property Owners.

Until expungement of this Agreement, Property Owners agree to provide a copy of this Agreement to any bona fide purchasers of and/or successors in interest to the Subject Property.

18. Representations and Warranties

Property Owners represent, warrant, and agree:

- A. They have read this Agreement and understand its contents;
- B. They have had adequate time to consult with an attorney of their choice to explain it to them and have executed it voluntarily and without coercion or duress of any kind;
- C. The County and its officers, agents, and employees have not made any statement or representation to them regarding any fact they relied on in entering into this Agreement. They have not relied upon any statement, representation, or promise of the County in executing this Agreement, except as expressly stated in this Agreement;
- D. They have made such investigation of the facts pertaining to this Agreement and all matters relating to it as they deem necessary; and
- E. Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly.

19. Entire Agreement

This Agreement contains the entire agreement between the Parties. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

20. Integration

The Parties agree that the terms of this Agreement are contractual, not mere recital, and constitute a fully binding and complete agreement between the Parties regarding its subject

matter. This Agreement supersedes all prior or contemporaneous agreements, representations and understandings of or between the Parties, and the Parties are not relying on any such prior representations. The Parties understand and agree that the terms of this Agreement may not be altered, amended, modified, or otherwise changed in any respect or except by a writing duly executed by the Parties.

21. Severability

If at any time after the execution of this Agreement, any portion or provision of it is found to be illegal, invalid, unenforceable, nonbinding, or otherwise without legal force or effect, the remaining portion will remain in force and be fully binding.

22. Governing Law and Forum

This Agreement was entered into in Santa Clara County, California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties shall be governed by California law. The Parties agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in Santa Clara Superior Court and each consent to submit to the exclusive jurisdiction of Santa Clara Superior Court for purposes of such action or proceeding.

23. Additional Acts

The Parties hereto agree to do such acts and to execute such documents necessary to carry out the provisions and purposes of this Agreement.

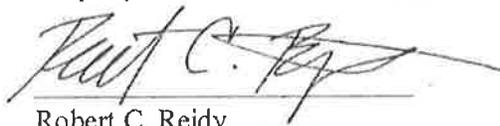
The Parties enter into this Agreement as of the day and year first written above.

County:



James Stephens
Code Enforcement Manager
Department of Planning and Development

Property Owner:



Robert C. Reidy
Vice President
Land
Buildings and Real Estate
Leland Stanford Jr. University

Approved as to form and legality.



Michael L. Rossi
Lead Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On March 15, 2019 before me, Amy M. Hartfield, Notary Public
Date Here, Insert Name and Title of the Officer
personally appeared Robert C. Reidy
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Amy M Hartfield
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Code Enforcement
Title or Type of Document: Compliance Agreement Document Date: 3/15/19
Number of Pages: 8 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Reidy
 Corporate Officer -- Title(s): Vice President
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: Stanford University

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

On March 25, 2019 before me, Michelle Martinez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Rossi
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Michelle Martinez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Amended
Title or Type of Document: Marx's Compliance Agreement Document Date: March 15, 2019
Number of Pages: 8 Signer(s) Other Than Named Above: James Stephens, Robert Reilly

Capacity(ies) Claimed by Signer(s)
Signer's Name: Michael Rossi
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: CEO of Santa Clara

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On March 18, 2018 before me, Michelle Martinez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared James Stephens
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Michelle Martinez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amended Compliance Agreement Document Date: March 15, 2019
Number of Pages: 1 Signer(s) Other Than Named Above: Michael Fossi, Robert Reedy

Capacity(ies) Claimed by Signer(s)

Signer's Name: James Stephens
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: SCC Code
Enforcement Manager

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____