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
Applicant: Mark Bonino, Project Manager
Project Area: 5.28 acres
Present Land Use: Golf Course
Supervisory District: 5

Community Plan Designation: Foothills
Zoning: Open Space/Field Research (OSF)
Address: 91 Links Road, Stanford
APN: 142-12-007

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
Attachment E – Compliance Agreement (dated 10/29/19) for Grading Abatement; and amended Compliance Agreement (dated 3/26/19)

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 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 Al 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
# Statement of Exemption from the California Environmental Quality Act (CEQA)

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**Project Name**
- Stanford Golf Course Grading Abatement

**Project Location**
- 91 Links Road, Stanford

**Project Description**
The project is abatement by Stanford University of a Grading Violation through removal of unpermitted stockpile material and soil, to bring the project area back to compliance with approved project.

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.

## CEQA (Guidelines) Exemption Section

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:

(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, on 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.
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 are 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 3/27/19 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.

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<th>Agency</th>
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<tr>
<td>Planning</td>
<td>Kavitha Kumar</td>
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<tr>
<td>Engineering</td>
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<td><a href="mailto:alex.goff@sccfdl.org">alex.goff@sccfdl.org</a></td>
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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
direct 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 hydroteed 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.
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:

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<td>Ord. Code § C12-520</td>
<td>Grading Causing Public Nuisance</td>
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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 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

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 personally appeared James Stephens

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. Ready

Capacity(ies) Claimed by Signer(s)
Signer's Name: James Stephens
- Corporate Officer
- Partner
- Individual
- Trustee
- Other: Manager

Signer Is Representing: SCC Code Enforcement

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
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)

HOLLY W. LEE
Commission # 2096403
Notary Public - California
Santa Clara County
My Comm. Expires Feb 6, 2019
CALIFORNIA ALL-PURPOSE 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 Oct. 25, 2018 before me, Michelle Martinez, Notary Public, personally appeared Michael Rossi  

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) appear 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 25, 2018  
Number of Pages: 12  
Signer(s) Other Than Named Above: Robert C. Reidy, 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: See County Counsel

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

Item #5907
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).

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:

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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 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

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 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

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 Compliance Agreement

Title or Type of Document: 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 Is Representing: Stanford University

Signer's Name:

Corporate Officer — Title(s):

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer Is Representing:

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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, personally appeared Michael Rossi

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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
Document Date: March 15, 2019
Number of Pages: 8
Signer(s) Other Than Named Above: James Stephens, Robert Rossi

Capacity(ies) Claimed by Signer(s)
Signer's Name: Michael Rossi
Signer's Name:
□ Corporate Officer — Title(s):
□ Partner — □ Limited □ General
□ Individual □ Attorney in Fact
□ Trustee □ Guardian or Conservator
□ Other: Signer is Representing:
□ Corporate Officer — Title(s):
□ Partner — □ Limited □ General
□ Individual □ Attorney in Fact
□ Trustee □ Guardian or Conservator
□ Other: Signer is Representing:

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CALIFORNIA ALL-PURPOSE 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 March 18, 2018 before me, Michelle Martinez, Notary Public, personally appeared James Stephens

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

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:

Capacity(ies) Claimed by Signer(s)

<table>
<thead>
<tr>
<th>Signer’s Name:</th>
<th>Corporate Officer — Title(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Stephens</td>
<td>Partner — Limited General</td>
</tr>
<tr>
<td></td>
<td>Individual Attorney in Fact</td>
</tr>
<tr>
<td></td>
<td>Trustee Guardian or Conservator</td>
</tr>
</tbody>
</table>

Signer Is Representing: Enforcement Manager

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