

# County of Santa Clara

Department of Planning and Development  
Planning Office

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## STAFF REPORT Zoning Administration April 4, 2019 **Item # 4**

Staff Contact: Kavitha Kumar, Senior Planner  
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### **12008-18A-18GA (STANFORD UNIVERSITY)**

#### **Architecture and Site Approval & Grading Abatement: Arboretum St. and Lasuen Grading Abatement**

Summary: Architecture and Site Approval (ASA) & Grading Abatement (GA) for removal of unpermitted stockpile at the Galvez and Arboretum Roundabout (11184-17A-17G). Proposed grading consists of removal of 1,340 cubic yards (c.y.) of cut soil, which includes 95 c.y. of stockpiled material.

<b>Owner:</b> Stanford University	<b>Community Plan Designation:</b> Academic Campus
<b>Applicant:</b> Kelly Rohlf, Project Manager	<b>Zoning:</b> A1 (General Use)
<b>Project Area:</b> 2.21 acres	<b>Address:</b> SE Corner of Lasuen St. & Arboretum St.,
<b>Present Land Use:</b> Vacant	<b>APN:</b> 142-04-036
<b>Supervisory District:</b> 5	

#### **RECOMMENDED ACTIONS**

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

#### **ATTACHMENTS INCLUDED**

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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 for Grading Abatement

## PROJECT DESCRIPTION

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The Galvez-Arboretum Roundabout project (File 11184-17A-17G) was approved by the County Zoning Administrator in April 2018. As part of this approval, a laydown area was approved within the project area. During construction, the County Grading Inspector discovered that the approved laydown area had been expanded on the site for the use of unrelated projects located in proximity to the laydown area without authorization from the County. A stop work order was issued, and subsequently a Compliance Agreement was recorded to abate the abovementioned violation and return the laydown area back to the original condition of the area.

The applicant is requesting approval to abate the grading violation by removing 1,340 c.y. of unpermitted soil and 95 c.y. of unpermitted non-soil materials, both within and outside of the Galvez Arboretum Roundabout laydown area, and is broken down as follows:

- Within the Permitted Laydown Area: Removal of 105 cubic yards of soil, 50 cubic yards of mulch from tree demolition, 10 cubic yards of demolished base rock from the Galvez Arboretum Roundabout project. Given that a stop-work order was issued, and this stockpile is not a violation, the applicant is removing this material.;
- Within & Outside the Permitted Laydown Area: Removal of 805 cubic yards of soil, 10 cubic yards of removed base rock, 5 cubic yards of sand intended for trench backfill, and 20 cubic yards of demolished asphalt concrete from the Galvez Arboretum Roundabout project, which is in addition to the permitted quantities for that project;
- Outside the Permitted Laydown Area: Removal of 220 cubic yards of soil from the Serra Roundabout project, and 210 cubic yards of soil from the Serra Mall at Encina project, placed outside of the permitted laydown areas.

## REASONS FOR RECOMMENDATION

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### 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 materials laydown area is a permitted as an ancillary use within the Academic Campus land use designation, and as abated, will satisfy the requirements of the GUP. The 2000 Community Plan and GUP governs development projects on the Stanford campus. This project conforms 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.

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 roundabout have been assessed in the programmatic 2000 GUP EIR and project approval. As such, the grading abatement activities does not result in any change in the long term traffic impact. The traffic would be consistent with that analyzed in the prior 2000 GUP EIR. No new trips related to the operation of the arboretum and approved laydown area 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.

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 ensure that the character of the arboretum and surrounding neighborhood are maintained.

**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 ensure that the continued maintenance of the arboretum will not be detrimental to the character of the surrounding neighborhood.

**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.

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 C3 requirements of the NPDES permit.

**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 A1, which is the “General Use” zoning district that provides for general purpose uses subject to discretionary land use approvals. The standards applicable to development within this zoning district are listed in Table 2.50-2 of the County Zoning Ordinance. The abatement complies with the development standards set forth in the zoning ordinance, and only proposes to restore the property to the previously approved conditions.

**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 Academic Campus 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 main use of the property is an approved arboretum. A stockpile area was approved within this location, however the materials and stockpiling exceeded the approved quantities, location and materials. The applicant proposes to fully abate the grading violation by entirely removing the stockpiles in the arboretum and returning the arboretum to its original condition. The removal of all soil and materials is required to abate the grading violation per the Compliance Agreement (Attachment E). As such, the proposed grading abatement work is necessary to maintain the arboretum in its natural condition.

**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 stockpiles located within the arboretum are outside of all public and private rights-of-way, and are blocked off from public access. The removal of all soil and materials is required to abate the grading violation per the Compliance Agreement (Attachment E), and will not impact any public right-of-way, or impair any spring or existing watercourse. As such, the grading will not endanger any public and/or private property, will not result in any excessive deposition of debris or soil sediments in rights-of-way, and will not endanger public health and safety.

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

The proposed grading abatement has been conditioned to minimize impacts to existing landscaping. The arboretum landscape will be returned back to original condition. The unpermitted grading did not impact any scenic, biological or aquatic resources. Furthermore, adequate mitigation measures have been identified and are required in the ASA conditions of approval (Attachment B).

**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 include the construction of any new buildings and does not establish a new development site. 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 project includes the complete removal of all stockpile areas and unpermitted grading within the arboretum area. The final grades will reestablish the arboretum terrain to its natural contours and topography. As such, there will not be any visual scarring, and this finding can be met.

**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 remove all unpermitted stockpiling. 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**

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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 November 15, 2018, a Stop-Work order and grading violation was filed by the County during a site inspection for stockpiling of unpermitted materials within and outside of the approved laydown area of the arboretum. Stanford signed a Compliance Agreement (Attachment E) on December 11, 2018. Per the Condition of the agreement, Stanford submitted an application for a Pre-Screening and subsequently an Architecture and Site Approval & Grading Abatement on December 20, 2018. The project was initially deemed incomplete on January 17, 2019. After submittal of all required information, the application was deemed complete for processing on February 15, 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**

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Prepared by: Kavitha Kumar, Senior Planner 

Reviewed by: Leza Mikhail, Principal Planner & Zoning Administrator 

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	<b>Administration</b>	<b>Development Services</b>	<b>Fire Marshal</b>	<b>Planning</b>
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## STATEMENT OF EXEMPTION from the California Environmental Quality Act (CEQA)

<b>File Number</b>	<b>APN(s)</b>	<b>Date</b>
12008-18A-18GA	142-04-036	3/27/2019
<b>Project Name</b>	<b>Project Type</b>	
Arboretum-Lasuen Grading Abatement	ASA and Grading Abatement	
<b>Owner</b>	<b>Applicant</b>	
Stanford University	Stanford University/Kelly Rohlfs	
<b>Project Location</b>		
SE Corner of Arboretum and Lasuen St., Stanford		
<b>Project Description</b>		
<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>		
<b>CEQA (GUIDELINES) EXEMPTION SECTION</b>		
<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"> <li>(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.</li> <li>(b) New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping.</li> <li>(c) Filling of earth into previously excavated land with material compatible with the natural features of the site;</li> <li>(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;</li> <li>(e) Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc;</li> <li>(f) Minor trenching and backfilling where the surface is restored;</li> <li>(g) Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies;</li> <li>(h) The creation of bicycle lanes on existing rights-of-way.</li> </ul>		

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## COMMENTS

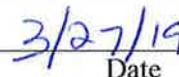
The project qualifies for a categorical exemption under Section 15304 with specific reference to example (a) above because it involves the removal of unpermitted stockpile material and soil to bring the project area back to compliance with the approved plans. The placement of the material did not remove 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**

12008-18A-18GA

**Date:** April 4, 2019  
**Owner / Applicant:** Stanford University  
**Location:** SE Corner of Arboretum and Lasuen St., Stanford  
**File Number:** 12008-18A-18GA  
**CEQA:** Prior CEQA - 2000 Stanford Community Plan and General Use Permit (GUP) Program Environmental Impact Report (EIR)

**Project Description:** Architecture and Site Approval (ASA) & Grading Abatement (GA) for removal of unpermitted stockpile at the Galvez and Arboretum Roundabout (11184-17A-17G). Proposed grading consists of removal of 1,340 cubic yards (c.y.) of cut soil, which includes 95 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.

<b>Agency</b>	<b>Name</b>	<b>Phone</b>	<b>E-mail</b>
<b>Planning</b>	Kavitha Kumar	(408) 299-5783	<a href="mailto:kavitha.kumar@pln.sccgov.org">kavitha.kumar@pln.sccgov.org</a>
<b>Land Development Engineering</b>	Ed Duazo	(408) 299-5733	<a href="mailto:ed.duazo@pln.sccgov.org">ed.duazo@pln.sccgov.org</a>
<b>Fire Marshal</b>	Alex Goff	(408) 299-5763	<a href="mailto:alex.goff@sccfd.org">alex.goff@sccfd.org</a>

**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 February 15, 2019. The project is the grading abatement of removal of unpermitted stockpiled materials at Arboretum and Lasuen streets. 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. The arboretum shall not be used as a stockpile area, unless approved by the County.

2. All abatement work shall be completed to remove unpermitted materials to comply with the original approval of the Galvez Arboretum Roundabout (File 11184-17A-17G).
3. The Grading Abatement shall comply with all requirements set forth in the Compliance Agreement (Attachment E) including the "*Time Limits to Cure the Violations Section 6 C, D, and E.*" All abatement work shall be complete prior to the July 22, 2019.
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 final 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 revision for the Galvez/Arboretum Roundabout Project (County File No. 11184-17A-17G / Grading Permit No. 62181563). In addition to the roundabout

improvements, the plan revision should document the grading violation (unpermitted stock piles, etc.), and the grading abatement work (removal of stockpiles).

21. The revised grading 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. The revised grading 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, profile, typical sections, contour grading for all street, road, driveway, structures and other improvements as appropriate for construction. The final design shall be in conformance with all currently adopted standards and ordinances. The following standards (Land Development Engineering Standards and Policies Manual, Volume 1, and 2007 Santa Clara County Drainage Manual) are available on-line:

[www.sccplanning.org](http://www.sccplanning.org) > Plans & Ordinances > Land Development Standards and Policies  
[www.sccplanning.org](http://www.sccplanning.org) > Plans & Ordinances > Grading and Drainage Ordinance

23. Survey monuments shall be shown on the improvement plan to provide sufficient information to locate the proposed improvements and the property lines. Existing monuments must be exposed, verified and noted on the grading plans. Where existing monuments are below grade, they shall be field verified by the surveyor and the grade shall be restored and a temporary stake shall be placed identifying the location of the found monument. If existing survey monuments are not found, temporary staking delineating the property line may be placed prior to construction and new monuments shall be set prior to final acceptance of the improvements. The permanent survey monuments shall be set pursuant to the State Land Surveyor's Act. The Land Surveyor / Engineer in charge of the boundary survey shall file appropriate records pursuant to Business and Professions Code Section 8762 or 8771 of the Land Surveyors Act with the County Surveyor.
24. Include a stormwater management plan that details how the project complies with Provision C.3 of the current NPDES Municipal Regional Permit. Include C.3 sizing calculations to support the information provided in the stormwater management plan.
25. The improvement 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.
26. All new on-site utilities, mains and services shall be placed underground and extended to serve the proposed development. All extensions shall be included in the improvement plans. Off-site work should be coordinated with any other undergrounding to serve other properties in the immediate area.

27. Indicate on the plans the land area that will be disturbed. If one acre or more of land area will be disturbed, file a Notice of Intent (NOI) with the State Water Resources Control Board for coverage under the State General Construction Permit. The SWRCB will issue a Waste Discharge Identification (WDID) number. The WDID number shall be shown on the improvement plans. Additional information is available on the SWRCB website at: [https://www.waterboards.ca.gov/water\\_issues/programs/stormwater/databases.html](https://www.waterboards.ca.gov/water_issues/programs/stormwater/databases.html)
28. Demonstrate that the on-site drainage will be controlled in such a manner as to not increase the downstream peak flow for the 10-year and 100-year storm event or cause a public nuisance.
29. Submit an updated geotechnical plan review letter, signed and stamped by the project geotechnical engineer, certifying that the revised grading plans conform to the recommendations provided in the project geotechnical report.
30. Submit an updated Credit/Usage Capacity Tracking Sheet for the regional treatment facility serving the project.

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

#### **Planning**

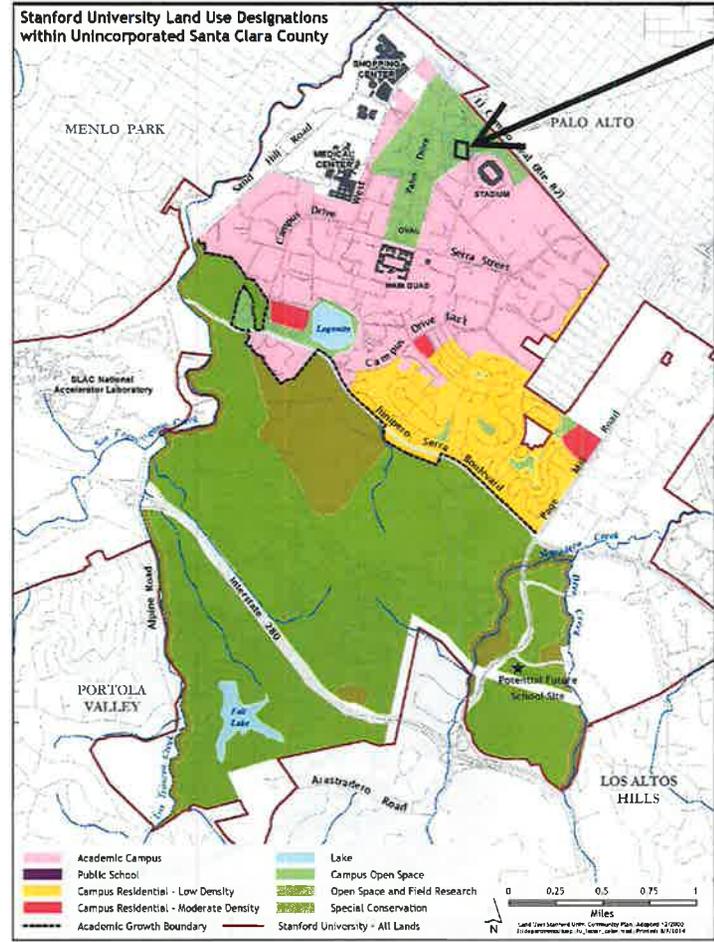
31. Following completion of construction, contact Kavitha Kumar at 408-299-5783 to schedule a site visit to verify the approved development. Contact the Planning Department at least two weeks in advance to set up an appointment.

#### **Land Development Engineering**

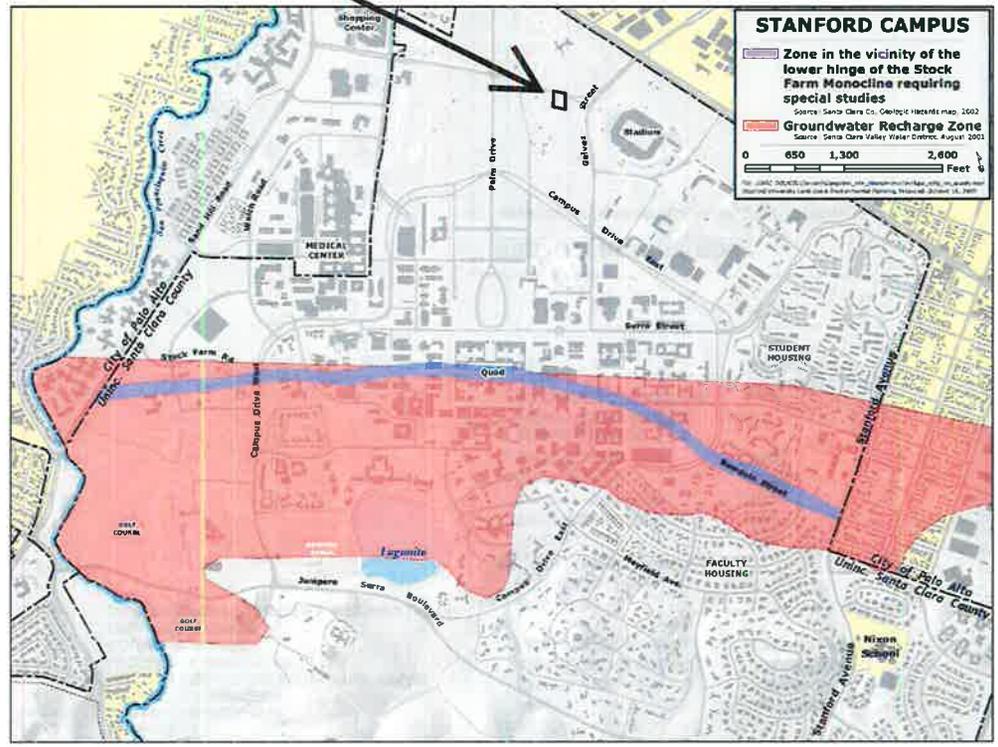
32. The Galvez-Arboretum Roundabout Project proposes use of in-lieu credits provided by the Stanford University East Campus C.3 Reginal Stormwater Capture Facility (County File No. 11044-17C3). Prior to final sign-off of the project, the regional capture facility shall be fully constructed, on-line, and covered by an executed Storm Water Best Management Practices Operations and Maintenance Agreement.
33. Submit as-built plans that include final updates to the Project Impervious Area Summary provided by the Stanford Water Resources and Civil Infrastructure Group and submit an updated Credit/Capacity Tracking Sheet for the regional treatment facility.
34. 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.



### GUP INFORMATION MAP



**PROPOSED SITE**

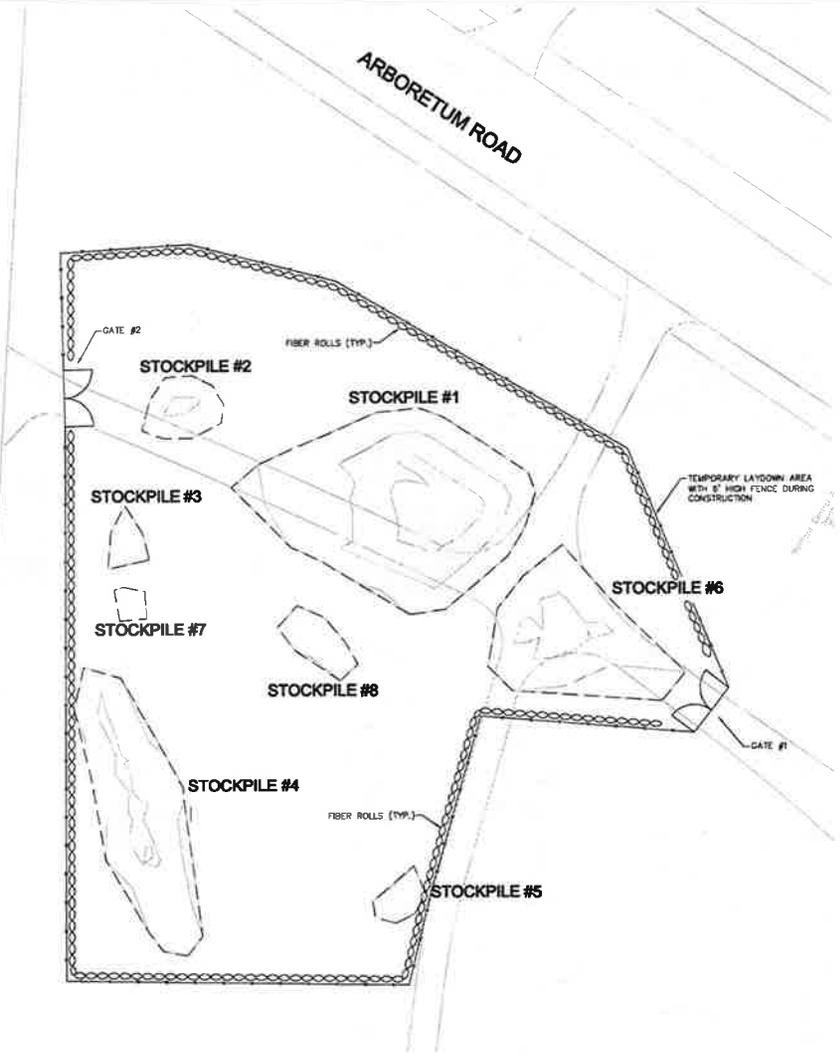


REVISION
STANFORD UNIVERSITY Department of Project Management
GUP INFORMATION MAP
STANFORD UNIVERSITY STOCKPILE REMOVAL AT LASUEN & ARBORETUM
DATE: 12/14/18
SCALE: AS SHOWN
PL1.1



**LEGEND**

- CONSTRUCTION FENCE
- FIBER ROLLS



1700 N. FIRST STREET  
SUITE 200  
SAN JOSE, CA 95112  
408-437-9100  
408-437-9109 (fax)

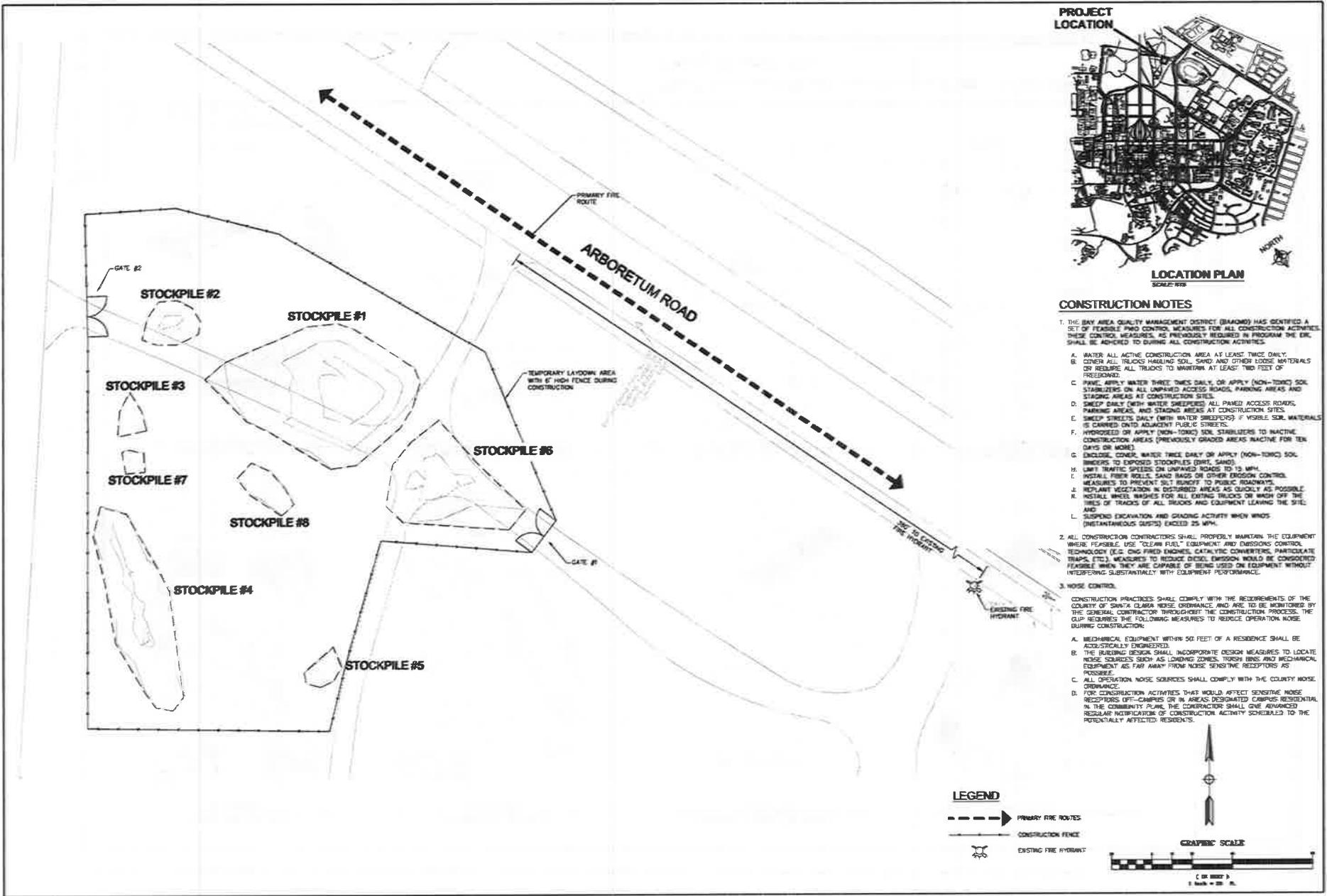


**STOCKPILE REMOVAL AT LASUEN & ARBORETUM  
STANFORD UNIVERSITY  
EROSION CONTROL PLAN**  
SANTA CLARA COUNTY  
CALIFORNIA

Project	
No.	
Date	12/14/18
Scale	1"=50'
Drawn By	
Checked By	
Approved By	
Job No.	18170004

**C3.0**

12/14/18 10:00 AM



**PROJECT LOCATION**



**LOCATION PLAN**  
SCALE: 1/8" = 100'

**CONSTRUCTION NOTES**

1. THE BAY AREA QUALITY MANAGEMENT DISTRICT (BAQMD) HAS IDENTIFIED A SET OF FEASIBLE PM10 CONTROL MEASURES FOR ALL CONSTRUCTION ACTIVITIES. THESE CONTROL MEASURES, AS PREVIOUSLY REQUIRED IN PROGRAM THE DR, SHALL BE ADHERED TO DURING ALL CONSTRUCTION ACTIVITIES.
  - A. WATER ALL ACTIVE CONSTRUCTION AREA AT LEAST THREE DAILY.
  - B. COVER ALL TRUCKS Hauling SOIL, SAND AND OTHER LOOSE MATERIALS OR REQUIRE ALL TRUCKS TO MAINTAIN AT LEAST 100 FEET OF FREEDOM.
  - C. FINE: 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 MATERIALS 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 THREE DAILY OR APPLY (NON-TOXIC) SOIL STABILIZERS TO EXPOSED STOCKPILES (DIRT, SAND).
  - H. LIMIT TRAFFIC SPEEDS ON UNPAVED ROADS TO 15 MPH.
  - I. INSTALL FIBER ROLLS, SAND BAGS OR OTHER EROSION CONTROL MEASURES TO PREVENT SILT BLIGHT TO PUBLIC ROADWAYS.
  - J. REPLANT VEGETATION IN DISTURBED AREAS AS QUICKLY AS POSSIBLE.
  - K. INSTALL WHEEL WASHES FOR ALL EXITING TRUCKS OR WASH OFF THE TIRES OF TRUCKS OF ALL TRUCKS AND EQUIPMENT LEAVING THE SITE. AND
  - L. SUSPEND EXCAVATION AND GRADING ACTIVITY WHEN WINDS (INSTANTANEOUS GUSTS) EXCEED 25 MPH.
2. ALL CONSTRUCTION CONTRACTORS SHALL PROPERLY MAINTAIN THE EQUIPMENT WHERE FEASIBLE USE "CLEAN FUEL" EQUIPMENT AND EMISSIONS CONTROL TECHNOLOGY (E.G. CHD 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.
3. NOISE CONTROL.
 

CONSTRUCTION PRACTICES SHALL COMPLY WITH THE REQUIREMENTS OF THE COUNTY OF SANTA CLARA NOISE ORDINANCE AND ARE TO BE MONITORED BY THE GENERAL CONTRACTOR THROUGHOUT THE CONSTRUCTION PROCESS. THE GCP REQUIRES THE FOLLOWING MEASURES TO REDUCE OPERATION NOISE DURING CONSTRUCTION:

  - A. MECHANICAL EQUIPMENT WITHIN 50 FEET OF A RESIDENCE SHALL BE ACOUSTICALLY ENGINEERED.
  - B. THE BUILDING DESIGN SHALL INCORPORATE DESIGN MEASURES TO LOCATE NOISE SOURCES SUCH AS LOADING ZONES, TRASH BINS AND MECHANICAL EQUIPMENT AS FAR AWAY FROM NOISE SENSITIVE RECEPTORS AS POSSIBLE.
  - C. ALL OPERATION NOISE SOURCES SHALL COMPLY WITH THE COUNTY NOISE ORDINANCE.
  - D. FOR CONSTRUCTION ACTIVITIES THAT WOULD AFFECT SENSITIVE NOISE RECEPTORS OFF-CAMPUS OR IN AREAS DESIGNATED CAMPUS RESIDENTIAL IN THE COMMUNITY PLAN, THE CONTRACTOR SHALL GIVE ADVANCED REGULAR NOTIFICATION OF CONSTRUCTION ACTIVITY SCHEDULED TO THE POTENTIALLY AFFECTED RESIDENTS.

**LEGEND**

- PRIMARY FIRE ROUTES
- CONSTRUCTION FENCE
- ⊕ EXISTING FIRE HYDRANT



**GRAPHIC SCALE**



<p><b>STANFORD UNIVERSITY</b> <b>STOCKPILE REMOVAL AT LASUEN &amp; ARBORETUM</b></p>	<p><b>CONSTRUCTION</b> <b>SITE LOGISTICS</b> <b>&amp; SAFETY PLAN</b></p>
<p>DATE: 12/14/09</p> <p>SCALE: AS SHOWN</p>	<p>REVISION</p>
<p><b>G100</b></p>	

BKF ENGINEERS  
1730 NORTH FIRST STREET, SUITE 800  
SAN JOSE, CA 95118  
408-447-9100, FAX 408-447-9199

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

**24091693**

Regina Alcomendras  
Santa Clara County - Clerk-Recorder  
01/03/2019 02:10 PM

**CONFORMED COPY**

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**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 December 10, 2018, regarding the property located at Lausen Street and Arboretum Road, Palo Alto, California 94034, Assessor's Parcel Number 142-04-036 (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 the stockpiling of approximately 1,300 cubic yards of soil and other material to be placed at the above-described site on the Subject Property, exceeding amount of fill allowed within a permitted laydown yard. Property Owners further caused or allowed the stockpiling of that material outside of the permitted laydown yard, infringing on a modified protected oak woodlands area.

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 of Violation
C12-423	Grading not conforming to approved plans
C12-406	Non-exempt grading without permits; grading resulting in a hazardous condition and/or endangering adjacent property
C12-511	Grading without protecting environmentally sensitive areas
A1-34; C12-536	Grading creating a nuisance

If at any time during 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

The Parties agree that Property Owners will cure the existing violations on the Subject Property, as follows:

- A. Immediately cease any further earthwork and stockpiling of material in the area of the Grading Violation in the area of the intersection of Lausen and Arboretum;
- B. Apply for a combined Application for Grading Abatement and Architecture and Site Approval with the Planning Department;
- C. Obtain Conditions of Approval for the Grading Abatement Application and Architecture and Site Approval;
- D. Obtain Grading Abatement Permit from Land Development Engineering; and
- E. Complete all abatement work to remove any materials not associated with the original approval in County File number 11184-08-83-17A.

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

The Parties agree that Property Owners will cure the existing violations on the Subject Property, as follows:

- A. **Immediately** cease any further earthwork and stockpiling of material in the area of the Grading Violation in the area of the intersection of Lausen and Arboretum;
- B. **By January 15, 2019**, apply for a combined Application for Grading Abatement and Architecture and Site Approval with the Planning Department;
- C. **By April 30, 2019**, obtain Conditions of Approval for the Grading Abatement Application and Architecture and Site Approval;
- D. **By July 1, 2019**, obtain Grading Abatement Permit from Land Development Engineering;

- E. By July 22, 2019 or within 21 calendar days of the issuance of the Grading Abatement Permit, whichever is sooner, complete all abatement work to remove any materials not associated with the original approval in County File number 11184-08-83-17A.

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

Administrative fines for the above-described violations will accrue at \$500 per day beginning on December 15, 2018, which is 30 days from the date of the Notice of Violation and Administrative Citation, dated November 15, 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 \$110,000 on the termination date of July 22, 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 \$8,250 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 \$55,000.
- 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. This provision does not include permit fees.

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 July 22, 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.

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: (a) the issuance of grading and/or land-use permits for the Subject Property; (b) compliance or noncompliance from failure to abide by the building and/or land-use permits or the terms of this Agreement; (c) 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

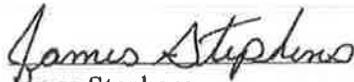
The Parties agree that the terms of this Agreement are contractual, not mere recital, and constitute a fully binding and complete agreement between the Parties regarding its subject matter. This Agreement supersedes all prior or contemporaneous agreements, representations and understandings of or between 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.

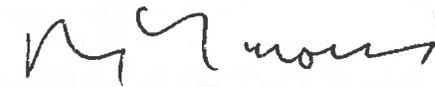
County:

  
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

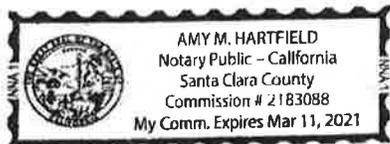
On December 10, 2018 before me, Amy M. Hartfield, Notary Public

Date personally appeared Robert C. Reidy Here Insert Name and Title of the Officer 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

Title or Type of Document Code Enforcement Compliance Agreement Document Date:

Number of Pages: 2 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert C. Reidy Signer's Name:

Corporate Officer - Title(s): Vice President Corporate Officer - Title(s):

Partner - Limited General Partner - Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: 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 December 11, 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: Dec 10, 2018  
Number of Pages: 8 Signer(s) Other Than Named Above: James Stephens & Robert C Reddy

**Capacity(ies) Claimed by Signer(s)**

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

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 December 11, 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: Dec 10, 2018  
Number of Pages: 8 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's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: SCC Code Enforcement Manager Signer Is Representing: \_\_\_\_\_