DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DALY CITY AND JEFFERSON UNI ON HIGH SCHOOL DISTRICT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this [__]th day of [month], 2024, between THE JEFFERSON UNION HIGH SCHOOL DISTRICT (the "District"), and the CITY OF DALY CITY, ("City") pursuant to the authority of Sections 65864 et seq. of the California Government Code.

RECITALS AND FINDING

This Agreement is based on the following facts, understandings and intentions of the parties:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California Legislature enacted the Development Agreement Statute (Government Code, Section 65864 et seq.), which authorizes any city to enter into binding, long-term agreements with persons or entities having legal or equitable interests in real property, for which agreements provide for the development of the property.

B. City, by Ordinance No. 635, adopted development procedures for the Planned Development District, now contained under Daly City Municipal Code Chapter 17.28. Daly City Municipal Code Chapter 17.28.030 prescribes the requirements for a Precise Plan necessary to govern development in a Planned Development District.

C. In 1985, the City adopted Precise Plan PD-31. Precise Plan PD-31 extends from Hickey Boulevard at the south to Serramonte Boulevard at the north. The 1985 Precise Plan envisioned two phases of development with the closure of Serramonte High School. Housing, office and Summit Shasta Charter High School was developed on the southern portion of the PD-31 site south of the existing high school building.

D. A portion of the remaining 22 acres of the PD-31 site has been entitled as PD 31A for Faculty and Staff housing and has been constructed. The rest of the 22-acre second phase area on the North of the PD-31 site has not been realized and is the subject of the Precise Plan, as such term is defined below, considered and approved by the City Council on [xxxxxxxxxx]. The Precise Plan area is the location of existing District school facilities currently used for District office space.

E. The Precise Plan will enable the District to build out the Project to transform their existing outdated high school facilities into a new walkable, bikeable and family-friendly residential neighborhood with a mix of low-income and market-rate housing for members of the community. The Project also includes retail uses, parks and open space, a Head Start Preschool Program, and recreational trail improvements. The Project envisions phased development of up to 1,235 units of affordable and market-rate rental housing on District lands to be built-out over the Term of this Agreement, as defined below (inclusive of the Faculty and Staff housing described in Recital D that is already constructed). The Project will attract investment, increase funding for student education, and allow the District to attract and retain highly qualified teachers. The Precise Plan is a land use entitlement pursuant to the Daly City Municipal Code and operates independently of this Development Agreement.
F. The District seeks to subdivide the Project Site into Parcels A through F in accordance with the Tentative Map, as such terms are defined below.

G. In addition to this Agreement, the Precise Plan, and the Tentative Map, the Project Approvals include a Tentative Affordable Housing Plan that will be memorialized in an Affordable Housing Plan and an Inclusionary Housing Agreement pursuant to Daly City Municipal Code Section 17.47.140

H. The District is a public school district in San Mateo County. Currently, the District is the lowest funded high school district in the County, and every year the District loses staff, the majority of which leave for other districts. By developing the Project, the District aims to generate revenue to support underfunded educational programs, attract and retain faculty and staff, and improve the quality of life for students, neighbors, and the City.

I. The Project is consistent with the goals and policies of the 2030 Daly City General Plan, as amended by the 2015 Housing Element.

J. The Project at build-out will provide more affordable housing units than required by the City’s Inclusionary Housing Ordinance. The City and the District have developed a Tentative Affordable Housing Plan to govern the provision of affordable housing throughout the Project. Prior to issuance of building permits for the Project, the Tentative Affordable Housing Plan will be memorialized in an Inclusionary Housing Agreement pursuant to Daly City Municipal Code Section 17.47.140 and subject to the terms of this Agreement.

K. The City finds the Project, including this Agreement and the Tentative Map, comply with Government Code section 66473.7.

L. On December 5, 2023, after a duly noticed public hearing, the City’s Planning Commission voted to recommend approval of the Project Approvals, including the proposed General Plan Amendment GPA-04-21-14998, Planned Development PD-04-21-14997, Major Subdivision SUB-04-21-14999, and Design Review DR-04-21-15000, as well as certification of the Project Environmental Impact Report.

M. [PLACEHOLDER FOR CITY ACTION ON DA ORDINANCE].

N. [PLACEHOLDER FOR CITY FINDING OF CONSISTENCY, IF SO FOUND: The City Council hereby finds that this Development Agreement furthers the public health, safety and general welfare and is consistent with the City’s General Plan as amended. The City Council further finds that the City has taken all necessary proceedings in accordance with the City’s ordinances, rules and regulations for the approval of this Agreement.]
ARTICLE 1: DEFINITIONS

Section 1.1. "City" is the City of Daly City, a municipal corporation organized and existing under the laws of the State of California.

Section 1.2. "City Council" is the City Council of the City.

Section 1.3. "City Manager" is the City Manager of the City or the City staff person (s)he designates to carry out all or part of the City’s responsibilities for implementing this Agreement.

Section 1.4. "City Planning Manager" is the senior City official authorized to administer the City's planning and development procedures and projects, including its development agreements.

Section 1.5. "Conflict" with any Project Approvals shall mean (1) an express inconsistency with the Project Approvals or (2) a material limitation on or interference with the ability of the District, whether it be technical, economic, or otherwise, to construct and operate the Project according to the Project Approvals.

Section 1.6. "Days" shall refer to calendar days.

Section 1.7. "Development Impact Fees" shall mean monetary exactions which are charged by City in connection with any approval, permit or entitlement relating to development, for the purpose of financing all or a portion of the cost of public facilities, programs or services related to the Project, including but not limited to any Fair Share Fees, other Assembly Bill 1600 fees (pursuant to the Mitigation Fee Act [California Government Code section 66000 et seq]), general facilities fees, parks facilities fees, fire fees, sewage fees, water fees, or police fees.

Section 1.8. "District" refers collectively to the Jefferson Union High School District, a public school district.

Section 1.9. "Effective Date" is the date this Agreement is executed by the City Manager pursuant to Section 6.18 hereof.

Section 1.10. "Enacting Ordinance" means City Ordinance No. [New Ord #], enacted by the City Council on [date], 2024, approving this Agreement. This Agreement shall constitute a part of the Enacting Ordinance as if incorporated therein in full, and a copy of this ordinance is attached hereto as Exhibit [K].

Section 1.11. "Existing Ordinances" means Ordinances in effect as of the Effective Date of this Agreement, including the Enacting Ordinance of this Agreement and the Precise Plan adopted concurrently with this Agreement. City has separately compiled the Existing Ordinances and intends to maintain them in an appropriate file indexed to this Agreement. District has reviewed said compilation, as of the time of this Agreement, and agrees thereto; for convenience, many of the Existing Ordinances are attached hereto in Exhibit [I]. District shall have the right to waive its vested rights as to any particular vested law, regulation, development standard, or other requirement, at its sole discretion, consistent with the terms of Section 3.2 of this Agreement.

Section 1.12. "Fair Share Fees" shall be those fees for development enacted pursuant to Daly City Municipal Code Chapter 3.36, including any fees for city administrative facilities, fire facilities
and equipment, libraries, police facilities and equipment, community recreation centers, street improvements, and water and sewage facilities.

**Section 1.13.** "Force Majeure Event" refers to delay or other circumstances that materially and negatively impact the District's ability to develop this Project as contemplated in the Project Approvals, including this Agreement and its Exhibits, including, but not limited to: acts of God, including without limitation floods, earthquakes, fires, pandemics, casualties; acts of war or civil unrest, a public enemy, terrorism, insurrections, riots, mob violence, sabotage, and malicious mischief; strikes, walk-outs, labor disputes, and other labor stoppages; unfavorable market conditions, including without limitation a recession or depression, that render development economically and otherwise infeasible; delay attributable to the actions or inaction of any governmental agency, including without limitation delays in the issuance of permits, approvals, or other actions required for development of the Project, including without limitation Project Approvals and Subsequent City Approvals, or the enactment of conflicting state or federal laws or regulations; delays of the City in processing any Subsequent City Approval beyond periods of time permitted by law or required by this Agreement or the Precise Plan; boycotts or other shortages or limits on the availability of necessary equipment, materials, or supplies; failure of transportation (but not attributable to a mere increase in price unless such price is commercially unreasonable and will extend for a period of time under the circumstances); a development moratorium (including but not limited to a sewer or water moratorium) approved by the City or other entity having jurisdiction; environmental conditions on the Project Site or other properties in the vicinity; any litigation, administrative action, or judicial or administrative decision, ruling, or order preventing or delaying the development of the Project or adversely affecting the ability of the City, the District, or the District's successors or assigns to obtain financing for the Project; the commencement of circulation of an initiative or referendum petition or the filing of any court action to set aside or modify this Agreement, the Project Approvals, or any Subsequent City Approvals; delay attributable to insufficient water available to serve the Project or any phase or portion thereof; or any, delay claimed by a party in the performance of any term, covenant, condition or obligation under this Agreement caused by a default of the other party. For the purpose of this definition, a cause shall be beyond the control of the party whose performance would otherwise be obligated only if such cause would prevent or hinder the performance of an obligation by any reasonable person similarly situated and shall not apply to causes peculiar to the party claiming the benefit of a Force Majeure Event (such as the failure to order materials in a timely fashion).

**Section 1.14.** "Future Ordinances" means Ordinances enacted after the Effective Date of this Agreement (including amendments which may be made to Existing Ordinances). Any ordinance amendment to the Project Approvals that is sought by the District and approved by the City shall not be considered a "Future Ordinance."

**Section 1.15.** "Ordinances" means the ordinances, resolutions, codes, rules, regulations and official policies of City governing the permitted uses of land, density, design, improvement, and construction standards and specifications applicable to the use and development of the Project Site. Said Ordinances include without limitation the Precise Plan, City's General Plan, Zoning Ordinance, and construction codes.

**Section 1.16.** "Planning Commission" is the Planning Commission of the City.

**Section 1.17.** "Precise Plan" means the Serramonte Del Rey Precise Plan update, adopted on [DATE], focusing on the Phase II area of the 1985 Serramonte Del Rey Precise Plan (PD 31), complementing the City's 2019 approval of a Precise Plan update to permit the construction of faculty and staff housing on a portion of the Project Site (PD 31A), which constitutes the first
phase of the Project's development. The Precise Plan is a land use entitlement pursuant to the Daly City Municipal Code and operates independently of this Development Agreement.

Section 1.18. "Project" means the planned further development of the Project Site or a portion thereof, to further its function as a mixed-use project consisting of 1,235 residential units and the public infrastructure associated with the Project Site, in accordance with this Agreement, the Exhibits thereto, the Tentative Map, and the Precise Plan.

Section 1.19. "Project Approvals" shall mean this Agreement and its Exhibits; the Precise Plan; a General Plan amendment; the Tentative Map; Tentative Affordable Housing Plan; any other land use entitlements or agreements related to the Project that are considered and approved by the City concurrent with this Agreement; and any and all amendments to the foregoing that are sought by the District and approved by the City.

Section 1.20. "Project Site" means that certain real property graphically depicted on Exhibit [A] and legally described in Exhibits [B]. For ease of identification in this Agreement, and pursuant to the Precise Plan, the Project Site contains separate parcels of property subject to the Tentative Map to be potentially developed, defined as follows for the purposes of this Agreement:

(a) "Parcel A" means that certain real property within the Project Site graphically depicted and labeled as Parcel A in [Figure 2.2] of the Precise Plan and on the Tentative Map.

(b) "Parcel B" means that certain real property within the Project Site graphically depicted and labeled as Parcel B in [Figure 2.2] of the Precise Plan and on the Tentative Map.

(c) "Parcel C" means that certain real property within the Project Site graphically depicted and labeled as Parcel C in [Figure 2.2] of the Precise Plan and on the Tentative Map.

(d) "Parcel C'" refers to a zero-square-foot lot depicted on the Tentative Map that can be expanded during implementation of the Project, but may not be developed until a lot line adjustment is approved to create a lot that is at least 10,000 square feet in area and complies with other objective standards of this Precise Plan.

(e) "Parcel D" means that certain real property within the Project Site graphically depicted and labeled as Parcel D in [Figure 2.2] of the Precise Plan and on the Tentative Map.

(f) "Parcel E" means that certain real property graphically depicted and labeled as Parcel E in [Figure 2.2] of the Precise Plan and on the Tentative Map.

(g) "Parcel F" means that certain real property graphically depicted and labeled as Parcel F in [Figure 2.2] of the Precise Plan and on the Tentative Map.

(h) "Parcel F'" refers to a zero-square-foot lot depicted on the Tentative Map that can be expanded during implementation of the Project, but may not be developed until a lot line adjustment is approved to create a lot that is at least 10,000 square feet in area and complies with other objective standards of this Precise Plan.

(i) "Infrastructure Parcels" means those Parcels numbered one (1) through six (6) on the Tentative Map, and which accommodate urbanized development and infrastructure that includes, without limitation, streets, parkland, and utilities.
The foregoing parcels shall continue to be referred to as Parcels A through F and Parcels 1 through 6 even if the legal lot lines are modified through any Subsequent City Approvals, so long as such parcels are in substantial compliance with the parcels shown on the Tentative Map.

Section 1.21. "Subsequent" means occurring after the Effective Date.

Section 1.22. "Subsequent City Approvals" means any subsequent land use or development permits, approvals, or entitlements applied for by District or its successors in interest, assigns, agents, development partners, lessees, licensees, or sublessee with respect to development of the Project Site, including but not limited to:

(a) Development Applications and Conformance Review, including Design Review
(b) Amendments to the Tentative Map or other Project Approvals
(c) Final Subdivision Maps
(d) Site Improvement Plans
(e) Environmental Review pursuant to the California Environmental Quality Act
(f) Building permits, demolition permits/approvals, and/or certificates of occupancy

Section 1.23. "Tentative Map" shall mean the tentative subdivision map dividing the Project Site into separate lots as depicted in Exhibit [G].
ARTICLE 2: LIST OF EXHIBITS

[PROPOSED EXHIBIT LIST]

EXHIBIT A. SITE MAP
EXHIBIT B. LEGAL DESCRIPTION OF PROJECT SITE
EXHIBIT C. PUBLIC CIRCULATION IMPROVEMENTS
EXHIBIT D. HEAD START PRESCHOOL OPERATIONS
EXHIBIT E.1 TENTATIVE AFFORDABLE HOUSING PLAN
EXHIBIT E.2 INCLUSIONARY HOUSING AGREEMENT
EXHIBIT F. PRECISE PLAN
EXHIBIT G: TENTATIVE MAP
EXHIBIT H. MITIGATION MONITORING AND REPORTING PROGRAM
EXHIBIT I. FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
EXHIBIT J: COPY OF EXISTING ORDINANCES
EXHIBIT K: ENACTING ORDINANCE
ARTICLE 3: DEVELOPMENT OF PROJECT SITE

Section 3.1. General. District shall have the vested right to develop the Project on the Project Site in accordance with the Project Approvals, and any subsequent amendments to the Project Approvals that are sought by the District and approved by the City, and City shall have the right to regulate development and use of the Project Site in accordance with the provisions of this Agreement.

Section 3.2. Applicable Ordinances. Subject to the terms of this Agreement and the Project Approvals and any amendments thereto, the Existing Ordinances shall control the permitted uses of the Project Site, the density and intensity of such uses, the maximum height and size of proposed buildings, the requirements for reservation and dedication of land for public purposes, and development standards. Except as otherwise provided in this Agreement, to the extent that any Existing or Future Ordinances, whether adopted by the City Council or by initiative, purport to be applicable to the Project Site but are in conflict with this Agreement or the other Project Approvals, the Project Approvals shall prevail, unless the parties mutually agree to amend or modify this Agreement pursuant to Article 5 hereof. To the extent that any Future Ordinances are not in conflict with this Agreement and the other Project Approvals, such Future Ordinances shall be applicable to the Project Site. The ordinances that govern pursuant to this Section 3.2 shall be known as the "Applicable Ordinances." Notwithstanding the above, District shall have the right, at its sole election, to waive any of the foregoing vested rights, in whole or in part, in conducting construction or operations on the Project Site or in pursuing any particular Subsequent City Approval or other entitlement or permit.

Section 3.3. City Conditions. This Agreement shall not prevent the City from denying or reasonably conditioning approval of any application for a Subsequent City Approval on the basis of Applicable Ordinances and Project Approvals, and which do not conflict with the same. In the event of a conflict between a Project Approval and any conditions of approval for the Project or Subsequent Project Approvals, the Project Approvals, including this Agreement, shall prevail.

Section 3.4. Processing of Subsequent City Approvals. The parties recognize that in order to implement the further development of the Project Site as contemplated in this Agreement, District must obtain subsequent approvals, including without limitation the Subsequent City Approvals. Provided that District exercises reasonable diligence, acts in good faith, pays all required processing fees and files full and complete applications in conformity with this Agreement, the other Project Approvals, and Applicable Ordinances, as set forth in Section 3.2, City shall expeditiously review and process all applications for Subsequent City Approvals required to develop the Project consistent with the terms of this Agreement, the other Project Approvals, and Applicable Ordinances. City shall use its best efforts to process and act upon all such applications within the time periods set forth in the Project Approvals, or in the Applicable Ordinances for those approvals not addressed in the Project Approvals.

Section 3.5. Fees and Exactions. Except as otherwise provided in this Agreement, the development of the Project under the Project Approvals, and the Subsequent City Approvals shall be subject only to those fees, exactions, and fee and exaction amounts which are in effect at the time of the Effective Date, subject to adjustment of fee amounts only for inflation and deflation, which adjustment shall be based upon the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the Bay Area (San Francisco-Oakland-Hayward), not seasonally adjusted, using the Effective Date as a baseline for the purpose of inflation or deflation calculations. Notwithstanding the above, the Development Impact Fees applicable to the Project shall be as follows: (1) for the Triggering Development, as that term is defined in Exhibit C of this
Agreement, including any and all demolition, buildings, infrastructure, utilities, non-residential facilities, and publicly accessible parks associated with the Triggering Development, the Development Impact Fees due shall be those which are/were in effect in the year 2023, subject to adjustment of fee amounts only for inflation and deflation, which adjustment shall be based upon the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the Bay Area (San Francisco-Oakland-Hayward), not seasonally adjusted, using the Effective Date as a baseline for the purpose of inflation or deflation calculations (the "2023 Development Impact Fees"); and (2) for Project development other than the Triggering Development, the Development Impact Fees due shall be those lawfully adopted and that first amend the 2023 Development Impact Fees.

If any Project Approval or Subsequent City Approval is subject to a legal challenge prior to the expiration of the statute of limitations to challenge either approval, then the Project Approval or Subsequent City Approval shall remain subject only to those fees, including without limitation Development Impact Fees and other fees and exactions, and fee amounts which are in effect at the time of the Effective Date. However, such fee amounts shall not be subject to adjustment for inflation and deflation during any such legal challenge, but rather shall be subject to adjustment based upon the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the Bay Area (San Francisco-Oakland-Hayward), not seasonally adjusted, beginning on the date that such legal challenge is resolved, including without limitation through settlement or adjudication by a court at law, such that the Project is permitted to move forward with development under the Project Approval or Subsequent City Approval, as applicable ("Resolution").

To the extent the City subsequently repeals or otherwise reduces a Development Impact Fee in existence at the time of the Effective Date, said fee shall be reduced or no longer apply to the Project.

Section 3.6. Timing of Payment for Fair Share Fees. Any fair share fees paid by the District, including without limitation Fair Share Fees paid towards utilities, streets, improvements, and services benefiting members of the public in addition to future Project residents, will be based on the Project’s proportional impacts that contribute to the public’s needs for such utilities and streets, as provided for in the Mitigation Fee Act, the federal and state constitutions, and other applicable law, and the parties agree such fees shall be calculated based on methodologies vested pursuant to this Agreement unless waived by the District and shall be paid at the time of issuance of building permit on a building-by-building basis. The amount of all Fair Share Fees imposed on the Project shall be subject to Section 3.5.

Section 3.7. City Pass Through Fees. Sections 3.5 and 3.6 of the Agreement shall not apply to any City fees that are pass-through fees from non-City governmental agencies. For any Project Approvals or Subsequent City Approvals that incur a pass-through fee, the District shall pay the fee lawfully required for all similarly situated projects at the time of the approval, permit, or entitlement. As used in this section, a "pass-through fee" refers to any fee, the amount of which is set by a non-City governmental agency, and is either collected by the City for the purposes of transmitting to that same non-City governmental agency or is collected by the City for the purposes of recouping payments in the fee amount already made by the City to the non-City governmental agency.

Section 3.8. Other Governmental Permits. At its sole expense, District shall apply for and obtain such other permits and approvals, including without limitation Project Approvals, as may be required from other governmental or quasi-governmental agencies having jurisdiction over the
Project as may be required for the development of, or provision of services to, the Project consistent with this Agreement. City shall cooperate in good faith with District to obtain such permits and approvals.

Section 3.9. Application, Processing, and Inspection fees. All Subsequent City Approvals shall be subject to generally applicable application, processing, and inspection fees (including any reimbursement policies for work performed by outside plan checkers) in effect at the time the Subsequent City Approvals are issued or, if any such fees are due prior to issuance thereof, at the time the application(s) for such Subsequent City Approvals is/are filed.

Section 3.10. Construction Codes. Ordinances establishing construction requirements and specifications, including without limitation the California Building Code, California Energy Code, California Green Building Standards, California Electrical Code, California Plumbing Code, California Fire Code, and California Mechanical Code, which are adopted or revised during the term of this Agreement shall apply as of the time of granting construction and building permits for development of the Project.

Section 3.11. State and Federal Requirements. This Agreement shall not preclude the application of changes in Ordinances, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations as provided in Government Code section 65869.5, to the development and use of the Project Site. In the event that State or Federal laws, or regulations enacted after the Effective Date of this Agreement, or actions by any governmental jurisdiction other than City, prevent or preclude compliance with one or more provisions of this Agreement, or require changes in Project Approvals or Subsequent City Approvals issued by City, this Agreement shall be modified, extended or suspended to the extent reasonably necessary to comply with such State or Federal laws or regulations.

Section 3.12. District's Obligations. The District's Obligations with respect to community benefits shall be the construction and financing of public improvements and the operation of the Head Start Preschool as set forth in Exhibits C and D to this Agreement. The terms therein are incorporated into this Agreement and subject to the terms herein; in the event of a conflict, the terms in Exhibits C and D shall prevail. The District shall also implement the environmental mitigations and monitoring programs to be undertaken in connection with the development of the Project Site as set forth in Exhibit [H] to this Agreement. The amounts of the monetary payments to be made by District for constructions and financings, benefits, and environmental mitigations and monitoring programs under this Agreement are those amounts set forth in Exhibits C, D, and G. Notwithstanding anything else in this Agreement, the parties agree that the District's enjoyment of rights in the Tentative Affordable Housing Plan are material to the implementation of the Project and that failure to realize the foregoing rights, including without limitation through finalization of the Tentative Affordable Housing Plan through the Affordable Housing Plan and/or the Inclusionary Housing Agreement, shall relieve the District from any and all obligations to provide the community benefits identified in this Agreement and its Exhibits.

If any Project Approval or Subsequent City Approval is subject to a legal challenge prior to the expiration of the statute of limitations to challenge either approval, the amount of the monetary payments to be made by District for constructions and financings, benefits, and environmental mitigations and monitoring programs under this Agreement shall remain those amounts set forth in Exhibits C, D, and G. However, to the extent such payments are subject to adjustment for inflation pursuant to the terms of this Agreement, such payment amounts shall not be subject to adjustment for inflation and deflation during any such legal challenge, but rather shall be subject to adjustment based upon the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban
Consumers (CPI-U) for the Bay Area (San Francisco-Oakland-Hayward), not seasonally adjusted, beginning on the date of Resolution.

Notwithstanding anything else in this Agreement, if any Project Approval or Subsequent City Approval is subject to a legal challenge prior to the expiration of the statute of limitations to challenge any approval, then the District shall have no obligation to construct, finance, design, or otherwise implement any of the public improvements or responsibilities set forth in Exhibits C and D to this Agreement until the date of Resolution. In the case of such a legal challenge, any relevant time periods for construction, finance, design, or implementation of any of the public improvements or responsibilities set forth in Exhibits C and D to this Agreement shall be tolled until the date of Resolution. The District shall have the right to terminate this Agreement at any time prior to the District’s commencement of construction of the Project’s first residential unit.

The provision of affordable housing throughout the Project shall be governed by the Tentative Affordable Housing Plan, as set forth in Exhibit E.1 to this Agreement. Upon approval of the Project, the Tentative Affordable Housing Plan will be finalized by City staff and memorialized in an Inclusionary Housing Agreement pursuant to Daly City Municipal Code Section 17.47.140, in the form provided in Exhibit E.2. The finalized Affordable Housing Plan and Inclusionary Housing Agreement shall be separate and independent from this Agreement, but their terms shall be in substantial compliance with the Tentative Affordable Housing Plan and the Inclusionary Housing Agreement included as Exhibits E.1 and E.2, respectively, and there shall be no substantive differences.

The maximum buildout of the site will be in accordance with the maximum allowable levels identified in the Precise Plan, Exhibit F to this Agreement, except to the extent the District seeks, and the City approves, an amendment thereto. Though the Precise Plan for the Project is a vested element per the terms of this Agreement, it is adopted pursuant to Daly City Municipal Code Chapter 17.28 as a land use entitlement separate from this Agreement. The parties acknowledge that District cannot at this time predict whether Project buildout will occur to the maximum allowable levels identified in the Precise Plan. Future decisions with respect to actual Project buildout will depend upon a number of circumstances not entirely within the control of District, including without limitation housing demand, construction costs, and financial market conditions. Decisions with respect to the extent of future Project buildout shall be within the exercise of District’s good judgment, so long as the Project is developed in accordance with the provisions of this Agreement and the other Project Approvals. This section does not limit or modify the procedures and remedies described in Article 4.

Provision of parking spaces on the Project Site is a community benefit and shall be provided pursuant to the Precise Plan for the Term of the Agreement, subject to State law, including, but not limited to Government Code section 65863.2, limiting the enforcement of parking minimums for development projects proximate to public transit. Following development of any portion of the Project Site and for the Term of the Agreement, the District shall be responsible for enforcement of any parking rules on that portion of the Project Site.

Section 3.13. General Provisions with Respect to Financing Public Infrastructure or Providing Public Services. To the extent any provision of public infrastructure or public service is not a negotiated benefit of this Agreement included in Exhibit C or D, District shall be entitled to reimbursement for amounts exceeding its fair share contribution to the subject public infrastructure or public service in accordance with the Mitigation Fee Act, the federal and state constitutions, and other applicable law. Except as otherwise provided in Exhibit C, which governs the terms of reimbursement for certain Intersection Improvements, City agrees to cooperate in
good faith in exploring the use of reimbursement agreements and/or public financing mechanisms for the provision of public infrastructure or public services relating to the Project Site that comport with applicable local, state, and federal laws.

Section 3.14. Labor Standards. The following labor standards shall apply to construction of the Project:

(a) In addressing the costs to complete a Project building or work of improvement within a phase involving development of market-rate housing ("Market-Rate Phase") if the District or the selected developer receives a Subsidy to complete such work within that Market-Rate Phase, then the District shall ensure the selected developer of such work of improvement duly applies for and completes such Subsidy and will pay laborers the prevailing wage, as established by the Director of Industrial Relations pursuant to Labor Code sections 1773 and 1773.9 ("Prevailing Wage"). A "Subsidy" is where all of the extra costs of completing such improvements and paying Prevailing Wage (as against a project cost that does not include the payment of Prevailing Wage) is specifically covered by funding from the City or any third party, such as under a grant or other money from any state, federal, or other third-party public or private funding, or combination thereof. A condition precedent of this obligation for any particular Project building or Project component is that Subsidies are secured (and are contractually binding in benefitting the District or developer, as applicable) prior to the City's approval of the Subsequent Approval pertinent to that Project building or other work of improvement. If the Subsidy terminates, is reduced, or otherwise unavailable, the District shall not have any obligations set forth in this paragraph.

(b) City shall make best efforts to provide or pursue a Subsidy.

(c) District agrees, with respect to the issuance of future Project requests for proposals ("RFPs") to develop any Parcel or Project-related improvement, to include a factor that gives preference to developers who promise to include residents of San Mateo County and its incorporated cities as a portion of the workforce constructing the scope of work subject to the RFP.

(d) District, in implementing the Project and contracting with Project developers, will comply with all applicable federal, state, and local laws and regulations and, in accordance with such laws, will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship); or against any other person on the basis of:

(i) sex (which includes pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding);

(ii) race, religion, color, national origin (including language-use restrictions); ancestry, religious creed (including religious dress and grooming practices);

(iii) political affiliation, disability (mental and physical, including HIV or AIDS);

(iv) medical condition (cancer and genetic characteristics) and genetic information;
(v) marital status;
(vi) parental status;
(vii) gender;
(viii) age (40 and over);
(ix) pregnancy, military, and veteran status;
(x) sexual orientation, gender identity, and gender expression;
(xi) the exercise of family and medical care leave;
(xii) the exercise of pregnancy disability leave;
(xiii) or the request, exercise, or need for reasonable accommodation.

(e) District is opposed to human trafficking, and in implementing the Project, shall confirm that the selected Project developers do not have any history of trafficking persons. The District shall mandate that its Project developers cannot engage in forms of the trafficking of persons District will comply with all applicable federal, state, and local laws and regulations that prohibit the trafficking of persons.

(f) District shall ensure that any Project construction is performed by qualified and properly licensed contractors.

(g) District shall ensure Project developers shall comply with the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code.

(h) District will only contract with Project developers who ensure each contractor and subcontractor keeps accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Project development. The privacy of such records shall be governed by applicable law, and nothing in this provision shall be construed to make such information, including without limitation names, addresses, and social security numbers, a matter of public record.
ARTICLE 4: PERIODIC REVIEW OF AGREEMENT

Pursuant to Government Code Section 65865.1, the City's Planning Manager shall conduct an annual review of this Agreement to ascertain the parties' good faith compliance with its terms. Upon request, the District shall provide the City's Planning Manager with information reasonably necessary to carry out this determination. If the Planning Manager finds, after an administrative review, that the District is in good faith compliance with this Agreement, the Planning Manager shall issue the District a certificate of compliance. If the Planning Manager finds District is not in good faith compliance with this Agreement, then the Planning Manager shall notify the District and schedule a noticed public hearing with the City Council to consider the alleged non-compliance. If after such hearing the City Council determines the District is not in good faith compliance with this Agreement, City may pursue available rights and remedies in accordance with this Agreement. If the Planning Manager does not initiate an annual review in any given year, the District shall be deemed to be in good faith compliance with this Agreement.
ARTICLE 5: AMENDMENT

Section 5.1. In General. This Agreement may be canceled, modified or amended only by mutual written consent of the parties, in accordance with the provisions of Government Code Sections 65867, 65867.5 and 65868. No amendment shall disturb the vesting date, scope, or other element of the rights vested under Article 3 of this Agreement.

Section 5.2. Major Amendments. Any amendment to this Agreement concerning the monetary amounts due for Public Circulation Improvements in Exhibit C, the legal boundaries of the Project Site as depicted in Exhibits A and B, the District's obligations as stated in Section 3.12, or the Agreement's provisions regarding fees and exactions in Section 3.5 shall be considered a Major Amendment, and shall require giving of notice and shall require a public hearing before the Planning Commission and City Council pursuant to the provisions of Section 5.1 above. Any amendment to the Precise Plan, the Tentative Affordable Housing Plan, or any of the Project Approvals shall be governed by the terms of those documents and shall not require any amendment to this Agreement.

Section 5.3. Minor Amendments. The parties acknowledge that refinement and further implementation of the Project might demonstrate that certain minor changes might be appropriate with respect to the details and performance of the parties under this Agreement. The parties desire to retain a certain degree of flexibility with respect to the details of the Project and with respect to those items covered in the general terms of this Agreement. If and when the parties find that clarifications, minor changes, or minor adjustments are necessary and do not constitute a Major Amendment under Section 5.2, they shall effectuate such clarifications, minor changes, or minor adjustments through a written Minor Amendment approved in writing by the District and the City Manager. Unless otherwise required by law, no such Minor Amendment shall require prior notice or hearings, nor shall it constitute an amendment to this Agreement as defined by the Government Code.
ARTICLE 6: GENERAL PROVISIONS

Section 6.1. Covenants. The provisions of this Agreement shall constitute covenants or servitudes which shall run with the land comprising the Project Site, and the burdens and benefits hereof shall bind and inure to the benefit of all estates and interests in the Project Site and all successors in interest to the parties hereto.

Section 6.2. Term. The Term of this Agreement shall commence upon the Effective Date and extend until the later of (a) the expiration of thirty (30) years after the Effective Date or (b) the issuance of the final certificate of occupancy for any Project Approval or Subsequent City Approval insofar as the District has submitted such permit application to the Planning Department for review and approval prior to the expiration of thirty (30) years after the Effective Date and such permit application is still undergoing review on the expiration of thirty (30) years after the Effective Date.

Notwithstanding the foregoing, the Term of this Agreement shall be automatically extended for the period that development is prevented or delayed, in whole or in part, due to a Force Majeure Event. At any time, any party claiming an extension as a result of a Force Majeure Event shall provide the other party with written notice of such extension, the reason for the delay and an estimated length of delay. Upon the other party's receipt of such notice, the period of time for performance of any obligation or duty shall be automatically extended for the period of the Force Majeure Event, unless the other party objects in writing within thirty (30) days after receiving the notice. In the event of such objection, the parties shall meet and confer within thirty (30) days after the date of objection to arrive at a mutually acceptable solution to the disagreement regarding the delay. If no mutually acceptable solution is reached at the conclusion of the meet and confer session(s), either Party may initiate dispute resolution proceedings as set forth in Section 6.7 of this Agreement.

The Term may also be extended upon mutual written consent by both parties.

Expiration of this Agreement shall have no legal effect on any other Project Approval, including, but not limited to the Precise Plan, the Tentative Affordable Housing Plan, and their applicability to the Project.

Section 6.3. Default; Remedies; Termination. Failure or unreasonable delay by either party to perform any obligation under this Agreement for a period of thirty (30) days after written notice thereof from the other party shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

Subject to the prior paragraph, after notice and expiration of the thirty (30) day period without cure, the other party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate the Agreement pursuant to Government Code Section 65868. Following such any City notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65865.1, 65867 and 65868. Following consideration of the evidence presented in said review before the City Council, and a
determination by the City Council based thereon, the City may give written notice of termination of this Agreement to the other party.

If any Parcel, or a duly subdivided portion thereof (“Portion”) has completed Conformance Review or Design Review pursuant to the Precise Plan and received such approval (an “Approved Portion” or "Approved Parcel", as applicable), then any default under this Agreement that is not directly related to such Approved Portion or Approved Parcel shall not limit or otherwise affect any rights, privileges or remedies appurtenant to that Approved Portion or Approved Parcel (and no such default proceedings shall affect it). Where a default under this Agreement arises from operations on an Approved Portion or Approved Parcel of the Project, then (a) the enforcement and remedies for such default shall be limited to the Approved Portion or Approved Parcel that is causing the default, and (b) all such remedies shall be limited to: (i) specific performance or injunctive relief (and the right to recover reasonable attorney’s fees in connection with such proceedings); and (ii) provisional remedies to protect the interests of the parties. For any default relating to the Project that is not an Approved Portion or Approved Parcel, any such remedies shall be limited to: (i) specific performance, injunctive or declaratory relief (and the right to recover reasonable attorney’s fees in connection with such proceedings); and (ii) provisional remedies to protect the interests of the parties. The waiver by either party of any default under this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

Section 6.4. Enforced Delay: Extension of Time of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due a Force Majeure Event. If written notice of such delay is given to either party within forty-five (45) days of the commencement of such delay, an extension of time for such cause will be granted in writing for the period caused by the Force Majeure Event, or longer as may be mutually agreed upon.

Section 6.5. Cooperation in the Event of Third-Party Legal Challenge. In the event of any legal or equitable action or proceeding instituted by a third party challenging the validity of any provision of this Agreement or the procedures leading to its adoption or the issuance of Project Approvals or Subsequent City Approvals for the Project, the parties hereby agree to cooperate in defending said action or proceeding.

Section 6.6. Effect of Termination. Except as otherwise provided in this Agreement, termination of this Agreement shall not affect District’s obligation to comply with the standards, terms and conditions of any Project Approvals or Subsequent City Approvals issued with respect to the Project Site or any portion thereof; nor shall it affect any covenants of District which are specified in this Agreement to continue after termination.

The following provisions of this Agreement shall survive and remain in effect following termination or cancellation of this Agreement for so long as necessary to give them full force and effect: (1) Section 6.5 (Cooperation in the Event of Third-Party Legal Challenge) and (2) Section 6.7 (Legal Actions Remedies; Attorney’s Fees).

Termination of this Agreement shall have no legal effect on any other Project Approval, including, but not limited to the Precise Plan or the Tentative Affordable Housing Plan.

Section 6.7. Legal Actions: Remedies; Attorney’s Fees. Subject to the provisions of Section 6.3, in addition to any other rights and remedies, either party may institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, and enjoin any threatened or
attempted violation or enforce by specific performance the obligations and rights of the parties hereto. In no event shall either party or its officers, agents or employees be liable for monetary or other damages for any breach or violation of this Agreement, it being expressly understood and agreed that the sole legal remedy available to either party for a breach or violation of this Agreement by the other party shall be a legal action in mandamus, specific performance, injunctive or declaratory relief to enforce the provisions of this Agreement. In any such legal action, the prevailing party shall be entitled to recover all litigation expenses, including reasonable attorney's fees and court costs.

Section 6.8. Construction of Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California and City, as they may be amended, provided that such amendments do not substantially alter the rights granted to the parties by this Agreement. Both parties and their legal counsel have reviewed this Agreement and agree that any rule that ambiguities are to be construed against the drafting party shall not apply. This Agreement, including the text and all exhibits hereto, is intended to be interpreted as an integrated whole. Where provisions appear to be in conflict, they will be harmonized if possible. In the event that an irreconcilable conflict exists between the Agreement text and one or more of the exhibits, the text shall control.

Section 6.9. No Joint Venture, Partnership or Agency. It is specifically understood and agreed by City and District that the development of the Project Site according to the Development Plan is a non-City development. No partnership, joint venture, agency or other association of any kind between City and District is formed by this Agreement. The only relationship between City and District is that of a governmental entity regulating the development. City and District agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and District joint venturers, partners or agents of one another.

Section 6.10. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

Section 6.11. Further Documents. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

Section 6.12. Notices. Any notice or communication required hereunder between City or District must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth on the below:
Section 6.13. Assignment. The rights and obligations of District hereunder shall not be assigned or transferred, except that on thirty (30) days written notice to City, District may assign all or a portion of District’s rights and obligations hereunder to any person or persons, partnership or corporation who purchases all or a portion of District’s right, title and interest in the Project, provided such assignee or grantee assumes in writing each and every obligation of District hereunder yet to be performed with respect to the assigned portion of the Project, and such assignees or grantees shall have the same assignment and transfer rights and obligations. The notice to City shall include the identity of any such assignee or grantee and a copy of the written assumption of the assignor’s or grantor’s obligations hereunder pertaining to the portion assigned or transferred. After such notice, the assignor or grantor shall have no further obligations or liabilities hereunder. Notice under this Section shall not be required for an assignment or transfer resulting from a restructuring or name change involving District and affiliated entities, so long as there is no substantial change in the management or control of District. Notwithstanding anything in this Agreement, the District may implement its obligations under this Agreement through the use of District employees, representatives, agents, contractees, and other third parties selected by the District.

Section 6.14. Authorized Applicants for Project Approvals. Notwithstanding anything else in this Agreement, the following may apply for Subsequent City Approvals: successors, assignees, or grantees of the District; and any third party with the written consent of the District, including without limitation any agents, joint development partners, lessees, licensees, or sublessees.

Section 6.15. Right to Lease Project Facilities. Notwithstanding anything else in this Agreement, the parties acknowledge and agree that District, as owner of the real estate, has the right to lease or license any portion of the real estate situated at the Project (each a “Project Component”) to affiliated or third parties for any purpose consistent with the terms of this Agreement, including, but not limited to constructing, operating, subleasing, and any other use related to uses permitted under the Precise Plan. Any such lease, license, or sublease of a Project Component will not require any notification to or consent by the City provided that the tenant or occupant is required,
in the subject lease, license, or sublease, to comply with the obligations and requirements of this Agreement that would be applicable to the Parcel (or Portion) occupied or used by such tenant, licensee or occupant. The District shall ensure that any third party engaged by the District to construct and/or operate the developments on Parcel C or a Portion of Parcel C ("Parcel C Developer") is aware of the provisions regarding the Head Start Program included in Exhibit D. The parties agree that, if the District and a third party enter into a lease or license (or like rights to use and operate) for a Project Component on a Parcel or any Portion thereof (each a "Parcel Interest"), and the Project Component has qualified as an Approved Portion or an Approved Parcel, then if a default occurs that is caused by the use or operation of the Parcel Interest, then any enforcement or remedy for such default other than specific enforcement, declaratory relief and any attorney's fees and costs for such proceedings, shall be further subordinated to the interests of any ground lease tenant, leasehold mortgagee or other interest holder in the Parcel Interest, and the City will enter into a subordination agreement confirming such subordination in the form reasonably required by the holder of such Parcel Interest.

Section 6.16. Entire Agreement. This written Agreement, including the Exhibits hereto, contains all the representations and the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, drafts, memoranda, agreements, warranties or representations are superseded in total by this Agreement. This Agreement also supersedes any previous development agreements or other agreements that may affect or govern the Project Site or its development.

Section 6.17. No Third Party Beneficiaries. This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement, including without limitation its Exhibits, for any cause whatsoever.

Section 6.18. Recitals Not Incorporated. The Recitals preceding this Agreement are not incorporated into this Agreement and are not part of the representations or the entire agreements between the parties with respect to the subject matter hereof.

Section 6.19. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

Section 6.20. Warranty of Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

Section 6.21. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one and the same Agreement.

Section 6.22. Recordation. Within ten (10) days after the Enacting Ordinance takes effect, the City Manager shall execute this Agreement on behalf of City, and the City Clerk shall record this Agreement with the San Mateo County Recorder. If this Agreement is terminated, modified or amended pursuant to Article 4 or 5 of this Agreement, the City Clerk shall record notice of such action with the San Mateo County Recorder.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

[SIGNATURE BLOCKS TO FOLLOW]
EXHIBIT A

[PLACEHOLDER FOR SITE MAP]
EXHIBIT B

[PLACEHOLDER FOR LEGAL DESCRIPTION]
EXHIBIT C

PUBLIC CIRCULATION IMPROVEMENTS

The provisions included in Sections [1-5] of this Exhibit C are the Public Circulation Improvements. Pursuant to Section 3.12 of the Agreement, the Public Circulation Improvements are included in the District's obligations under the Agreement, and constitute a portion of the community benefits that the District shall provide. The provisions in this Exhibit C are incorporated into the Agreement and subject to the terms therein; in the event of a conflict, the provisions in this Exhibit C shall prevail. The Definitions of Article 1 of the Agreement shall apply to this Exhibit C. Where a word or phrase is specifically defined in this Exhibit C, that definition shall apply only to Exhibit C.

1. **Sidewalk and Retaining Wall Improvements on Callan Boulevard**

   1.1 The District shall be responsible for certain improvements to existing sidewalk along Callan Boulevard, fronting a portion of Parcel B, Parcel C, and Parcel D, as described in this Section. The District shall implement the work and pay for the costs for design, permitting, and repair or construction as described in this section.

   1.2 Consistent with Chapter 12.16 of the Existing Ordinances, the District shall ensure the existing sidewalk will be repaired along the 740' length identified in Figure 1.

   1.3 The District shall widen the existing sidewalk at three (3) locations along the seven hundred and forty feet (740’) frontage, from Serramonte Boulevard to the southern edge of Parcel C, such that the sidewalk spans the entire length of Parcels B, C, and D, consistent with Figure 1. The three locations will be distributed evenly among the Parcel B, C, and D frontages, and will create three passing zones for pedestrians approximately eight feet (8’) long with a clear width of five feet (5’), at locations to be determined during site improvement permit plan check. Any new sidewalk areas shall conform to specifications consistent with Chapter 12.12 of the then existing ordinances.

   1.4 The District will provide a treated lumber retaining wall along the hillside adjacent to the sidewalk as reasonably is determined to be necessary per the mutual agreement of the District's civil engineer and the City’s engineer, who will work in good faith to reach an agreement, to reduce sloughing of soil onto the sidewalk consistent with the engineering drawing in Figure 1. The length of retaining wall that will be needed is estimated at approximately fifty percent (50%) of the seven hundred and forty feet (740’) sidewalk, but shall not exceed sixty percent (60%).

   1.5 The improvements described in Paragraphs 1.2, 1.3, and 1.4 will be completed on Parcels B, Parcel C, and Parcel D as each building on Parcel B, Parcel C and Parcel D is respectively built. Improvements along the frontage of a particular Parcel must be completed prior to the issuance of a Certificate of Occupancy/Temporary Certificate of Occupancy for any building on that Parcel, and the District shall have no obligation to begin or complete improvements along the frontages of any other Parcel prior to such issuance. City and the District will enter into the City’s standard landscape maintenance agreement, consistent with the provision of the Daly City Municipal Code, for the maintenance of the lumber retaining wall if placed within the City’s right-of-way at Callan Boulevard and any hillside areas within the aforesaid right-of-way, which will be recorded against the property fronting the improvements.
Figure 1: The sidewalk and retaining wall improvements described above fronting Callan (Parcels B, C and D).

2. **Serramonte Blvd. / Highway 1 Traffic Signal & Associated Improvements**

   2.1 The District shall design and construct the traffic signal and certain bicycle and pedestrian improvements at the Highway 1 Ramps/Serramonte Boulevard intersection to the extent such improvements are shown in Figure 2 below, and are also depicted on the site plan view entitled "Serramonte Boulevard" on Sheet C4.0 of the approved Tentative Map. The work shown in Figure 2 shall be referred to as the "Intersection Improvements." These improvements are separate from the "Interim Intersection Improvements" addressed in Paragraph 2.10, below.
Figure 2: Intersection Improvements
2.2 Payment of Intersection Improvement Costs, Generally. The District shall pay one hundred percent (100%) of the full Intersection Improvement costs incurred on or after the Effective Date (“Intersection Improvement Costs”) in accordance with the terms of this section. The Intersection Improvement Costs shall include:

2.2.1 all direct costs of physically constructing, including labor and material costs related to:

(a) the improvements shown in Figure 2 also depicted on the site plan view entitled "Serramonte Boulevard" on Sheet C4.0 of the approved Tentative Map) for signal improvements, restriping, median construction, bike lanes construction improvement, bus stop construction or improvement, street widening, sidewalks construction or improvement, and freeway on/off ramps construction or improvement; and

(b) pavement reconstruction to generally applicable, published standards consistent with the Tentative Map and Project conditions of approval, within the boundaries of the intersection between Entry Drive and the start of Hwy 1 Entry Ramps.

2.2.2 all soft and indirect costs associated with constructing the improvements shown in Figure 2 including, but not limited to architectural, engineering, and design fees, fees and costs related to any applications, legal fees, development management and consultant fees, permit and entitlement fees, administrative expenses, financing costs, taxes.

2.2.3 The City agrees to make good faith efforts to work cooperatively with the District and other agencies to limit the scope of Intersection Improvement Costs.

2.3 Base Intersection Improvement Costs. At the time of payment for the Intersection Improvements related to section 2.2.1 (a), District shall be solely responsible for all costs of up to one million, seven hundred thousand dollars ($1,700,000) as indexed in the month of the Effective Date. This amount shall be escalated at the rate of growth of the DGS California Construction Cost Index ("CCCI") on a monthly basis to account for time between the Effective Date and the time of payment for the Intersection Improvements. (the "Base Intersection Improvement Costs"). However, if any Project Approval or Subsequent City Approval is subject to a legal challenge prior to the expiration of the statute of limitations to challenge such approval, then Base Intersection Improvement Costs shall be equivalent to one million, seven hundred thousand dollars ($1,700,000) as indexed in the month of the date that such legal challenge is resolved, including without limitation through settlement or adjudication by a court at law, such that the Project is permitted to move forward with development of the Project under the Project Approval or Subsequent City Approval, as applicable (“Resolution”). This amount shall be escalated to reflect the increase in the CCCI between the Resolution date and the time of payment by the District for the Intersection Improvements.

As used throughout this Section, “indexed in the month of” shall refer to the month in which a specified monetary amount shall begin to be escalated by any specified rate or inflator. For example, and strictly by way of example, one hundred dollars ($100) indexed in the month of January 2025 and escalated at the rate of one percent (1%) per month shall be equivalent to one hundred and one dollars ($101) in February 2025, and one hundred and dollars and one cent ($102.1) in March 2025.

2.4 Additional Intersection Improvement Costs. For Intersection Improvement Costs in excess of the Base Intersection Improvement Cost set forth in Section 2.3, the District and City
shall share such costs equally, in a total amount up to four hundred thousand dollars ($400,000), as indexed in the month of the Effective Date. This amount shall be escalated at the rate of growth of the CCCI (the “Additional Intersection Improvement Costs”). The Additional Intersection Improvement Costs shall result in a maximum base liability of two hundred thousand dollars ($200,000) in liability for each party, in addition to any escalation to account for the CCCI. However, if any Project Approval or Subsequent City Approval is subject to a legal challenge prior to the expiration of the statute of limitations to challenge either approval, then the Additional Intersection Improvement Costs shall be a total amount up to four hundred thousand dollars ($400,000), as indexed in the month of the date of Resolution. Such amount shall be escalated at the rate of growth of the CCCI to account for time between the date of Resolution and the time of payment for the Intersection Improvements. To the extent Intersection Improvements Costs exceed the sum of the Base Intersection Improvement Costs and Additional Intersection Improvements costs, the Parties shall proceed with the obligations set forth in Paragraph 3.6.

Illustrative Example: If the final intersection improvement cost is two million dollars ($2,000,000) plus escalation, the District will pay for the first one million seven hundred thousand dollars ($1,700,000) plus escalation, and the additional three hundred thousand dollars ($300,000) plus escalation will be split with one hundred and fifty thousand dollars ($150,000) plus escalation paid by the Applicant and a reimbursement of one hundred and fifty thousand dollars ($150,000) plus escalation coming from the City.

2.5 Payment and Reimbursement. After all required local and State approvals for the Intersection Improvements are issued, but prior to the commencement of construction of the Intersection Improvements, the District shall prepare an estimate of the amount of Intersection Improvement Costs and the time and schedule of Intersection Improvement construction. Such estimate(s) and all bids submitted by contractors shall be shared with the City. The District's estimate shall include an identification of the estimated Base Intersection Improvement Costs, and an identification of the estimate of the Additional Intersection Improvement Costs, if any. If the estimate total Intersection Improvement Costs exceeds two million, one hundred thousand dollars ($2,100,000) plus escalation, the parties shall collaborate in good faith in accordance with Section 2.6. If the estimated total Intersection Improvement Costs does not exceeds two million, one hundred thousand dollars ($2,100,000) the District shall pay the totality of the Base Intersection Improvement Costs and Additional Intersection Improvement Costs consistent with the terms of this Paragraph and Paragraph 2.3. However, to the extent any Additional Intersection Improvements Costs are incurred, the District, after paying such Additional Intersection Improvement Costs, shall invoice the City for payment of the City's share of such Additional Intersection Improvement Costs pursuant to Paragraph 2.4 of this Exhibit (“District Invoice”). The District shall provide the City with a copy of all invoices the District received, identifying actual monies due with respect to the Additional Intersection Improvement Costs (“Supporting Invoices”) and the calculation of the additional amount invoiced to account for escalation at the rate of growth of the CCCI as described in Paragraph 2.3. Certified payroll records for all laborers conducting work on the Intersection Improvements, to the extent the City has a legal requirement to maintain such certified payroll records, and other documents reasonably required by the City shall be submitted along with any reimbursement request (“Supporting Documents”). Notwithstanding anything else in the Agreement, including this Exhibit, the City shall reimburse the District for its share of the Additional Intersection Improvement Costs through a monetary payment within sixty (60) days of the District's provision of any District Invoices and any pertinent Supporting Invoices and Supporting Documents. Notwithstanding anything else in this Agreement, if estimates of Intersection Improvement Costs are lower than expected, the City shall have no right to demand additional community benefits.
2.6 *Excess Costs.* If the total Intersection Improvement Costs exceeds two million, one hundred thousand dollars ($2,100,000) plus escalation ("Excess Costs"), the District shall not be solely liable for such costs. Both parties agree to collaborate in good faith to reach an agreement on the payment of Excess Costs acceptable to both parties. Additionally, the City agrees to make good faith efforts to work cooperatively with the District and other agencies to limit the scope of Intersection Improvement Costs and contain Intersection Improvement costs, including Excess Costs. If, during the planning of the Intersection Improvements, the District has a good faith belief that Excess Costs will be incurred, the parties shall meet and confer in good faith regarding the continuation of work on the Intersection Improvements, and determine whether the District may pause planning of the Intersection Improvements, where the City shall not unreasonably withhold consent to pause such planning. District's failure to complete the Intersection Improvements pursuant to the timing set forth in Paragraph 2.8. shall not be a default of the District's obligations under this Agreement, nor shall it constitute a reason for the City to withhold issuance of any Project Approval or Subsequent City Approval.

2.7 *Credit and Fee Deferral.* The parties agree that each Development within the Project Site, as defined below, shall incur liabilities for a portion of the Intersection Improvement Costs proportional to the number of residential units in each Development, as further detailed in this Paragraph, but that the District's payment of the Intersection Improvement Costs shall entitle the District to certain credits and fee deferrals in accordance with the terms and procedures set forth below:

2.7.1 The following definitions shall apply to this Exhibit:

(a) As used in this Exhibit, "Development" shall mean a residential building constructed on the Project Site, pursuant to the Precise Plan and any amendments thereto. The "Parcel B Development" shall refer to any residential building constructed on Parcel B. The "Parcel C Development, Building A" shall refer to the first residential building constructed on Parcel C. The "Parcel C Development, Building B" shall refer to the second residential building constructed on Parcel C or Parcel C1. The "Parcel D Development" shall refer to any residential building constructed on Parcel D. The "Parcel E Development" shall refer to any residential building constructed on Parcel E. The "Parcel F Development" shall refer to any residential building constructed on Parcel F or Parcel F1.

(b) As used in this Exhibit, "Triggering Development" shall mean the first Development that receives a Certificate of Occupancy and includes a market-rate housing unit. To the extent that the Parcel C Development is developed as a one hundred percent (100%) affordable housing development, with the exception of up to two (2) manager's units, any amount of retail or other ancillary space permitted by the Precise Plan, and/or the exception of the Relocated Facility (defined in Exhibit D), it shall not be considered a Triggering Development.

(c) The term "affordable housing development" as used in this Exhibit shall mean meeting the definition of "Affordable Housing Project" as defined in Daly City Municipal Code Chapter 17.47.

(d) As used in this Exhibit, "Development Impact Fees" shall have the same meaning as set forth in Section 1.8 of the Agreement.

(e) As used in this Exhibit, the "General Plan Maintenance Fee" means the Daly City Building Division's General Plan Maintenance Fee assessed on new construction, currently set at a value of 0.005 multiplied by the valuation of the building constructed.
2.7.2 The Triggering Development shall pay the entirety of the Intersection Improvement Costs due in accordance with Paragraphs 2.2, 2.3, and 2.4 above, and pursuant to the timing for Intersection Improvements set forth in Paragraph 2.8. However, the Triggering Development shall be credited with the amount of the Intersection Improvement Costs paid, less: (1) the Development's pro rata share of the Intersection Improvement Costs, based on the number of units in the Triggering Development as a proportion of total unbuilt units in the Project at its commencement, or one thousand, one hundred and thirteen (1,113) units; and (2) any amounts contributed or reimbursed by the City (the "Credit"). The Credit shall be applied against Development Impact Fee obligations, General Plan Maintenance Fee obligations, and any other applicable fees or exactions assessed on the Triggering Development consistent with the provisions of Article 3 of the Agreement (collectively, "Project Exactions").

2.7.3 If the Credit exceeds the amount of the sum of the Project Exactions, the District and City agree to work in good faith to find other fees or costs to which the remainder of the Credit will apply, or other incentives that could be offered to the Applicant to alleviate the financial burden of the Intersection Improvement Costs. If the District and the City cannot, prior to the issuance of a Certificate of Occupancy for the Triggering Development, identify other fees or costs to be credited against or additional incentives to alleviate the financial burden of the Intersection Improvements on the District, the Credit shall carry over and be applied against Project Exactions assessed on Development(s) subsequent to the Triggering Development. The City shall not delay issuance of the Certificate of Occupancy for the Triggering Development on the basis of any procedures or negotiations contemplated in this Paragraph.

2.7.4 The foregoing Credit system shall function as a fee deferral mechanism. Once the Triggering Development has received a Certificate of Occupancy, then whenever any subsequent Development receives its Certificate of Occupancy, that Development shall pay to the City its pro rata share of the Intersection Improvement Costs. For the Parcel C Development, if all of the housing developed on Parcel C is developed as one hundred percent (100%) affordable housing developments, with the exception of up to two (2) manager's units and the exception of the Relocated Facility for the Head Start program (see Exhibit D), and a Certificate of Occupancy for such housing is issued prior to the Triggering Development, then the pro rata share for that Development shall be paid at the time the Triggering Development receives its Certificate of Occupancy. If the final count of newly constructed units in the Project is less than the anticipated total of one thousand, one hundred and thirteen (1,113) newly constructed units, then the final Development to receive a Certificate of Occupancy shall pay the remaining amount due to account for the entirety of the Intersection Improvement Costs regardless of that Development's pro rata share.

*Illustrative Example.* In this example, the Parcel B Development consists of 201 units, and is the first Development to include a market-rate housing unit. The total number of unbuilt residential units prior to the construction of the Parcel B Development is expected to be one thousand, one hundred and thirteen (1,113).

Therefore, the Parcel B Development is the Triggering Development and the District is obligated to pay the entirety of the Intersection Improvement Costs in connection with the Parcel B Development, regardless of the pro rata share of the costs attributable to the units in the Parcel B Development.

If the entirety of the Intersection Improvement Costs is one million, three hundred fifty thousand dollars ($1,350,000), then the pro rata share of the Intersection Improvement Cost is two hundred forty three thousand, eight hundred dollars.
($243,800). The difference between the Intersection Improvement Cost and the pro rata share is one million, one hundred and six thousand, and two hundred dollars ($1,106,200) and is the Credit, or the amount that is credited to the Parcel B Development and will be used to offset the Development Impact Fees and General Plan Maintenance Fees levied on the Parcel B Development. If this collective fee liability is six hundred and six thousand, two hundred dollars ($606,200), the unapplied Credit amount would be five hundred thousand dollars ($500,000). The District and City would work together in good faith to find other fees or costs to which the credit will apply, or other incentives that could be offered to the Applicant to alleviate the financial burden of the Intersection Improvement Cost. If the parties in this example found no such mechanisms to alleviate the financial burden of the Intersection Improvement Cost, the City would be obligated to extend the unapplied Credit amount of five hundred thousand dollars ($500,000) to Project Exactions associated with the subsequent Project Development.

Each subsequent Development shall incur a pro rata share of the Intersection Improvement Costs which shall be paid to the City upon the issuance of a Certificate of Occupancy for that subsequent Development.

2.8 **Timing of Improvements.** The District shall commence design work on the Intersection Improvements no later than the start of construction of the Triggering Development. The District shall commence construction on the Intersection Improvements no later than three months after the issuance of the Certificate of Occupancy/Temporary Certificate of Occupancy, and shall complete construction of the Intersection Improvements no later than fifteen (15) after the issuance of the Certificate of Occupancy/Temporary Certificate of Occupancy. Notwithstanding the above, if the Triggering Development is the Parcel B Development, the District shall complete construction of the Intersection Improvements prior to the issuance of a Certificate of Occupancy/Temporary Certificate of Occupancy for the Parcel B Development. In the case of a delay attributable to the actions or inaction of Caltrans, the City, or any other governmental agency or utility, the District shall be entitled to an extension of the deadline to complete construction of the Intersection Improvements equivalent to the length of delay attributable to the actions or inaction of the City or any other governmental agency or utility.

2.9 Notwithstanding anything in this Agreement, safe and adequate vehicle access for residents of buildings on Parcel A shall be maintained throughout any Project-related construction periods.

2.10 **Interim Intersection Improvements.** Prior to the installation of the Intersection Improvements, the District shall design and construct interim improvements at the Highway 1 Ramps/Serramonte Boulevard intersection (the "Interim Intersection Improvements") on the following terms:

2.10.1 The Interim Intersection Improvements shall consist of the work that is substantially consistent with the scope of work shown in Figure 3, below.
2.10.2 Upon the Effective Date of the Agreement, District shall commence, design, and complete construction of the Interim Intersection Improvements within nine (9) months.

2.10.3 If the District has not entered into an exclusive negotiation agreement with a developer for a Triggering Development within five (5) years of the Effective Date, the District shall commence with design and construction of alternative improvements for the Highway 1 Ramps/Serramonte Boulevard intersection consistent with the scope of work shown in Figure 4, below (the "Preferred Alternative Intersection Improvements"), and shall complete construction of the Preferred Alternative Intersection Improvements no later than eight (8) years after the Effective Date. The District shall not be deemed to be in default where a delay in completion of construction of the Preferred Alternative Intersection Improvements beyond eight (8) years after the Effective Date is due to a delay attributable to the actions or inaction of the California Department of Transportation ("Caltrans"), the City, or any other governmental agency, including without limitation delays in the issuance of permits, approvals, or other actions required for construction of the Alternative Intersection Improvements. In the case of a delay attributable to the actions or inaction of Caltrans, the City, or any other governmental agency or utility, the District shall be entitled to an extension of the deadline to complete construction of the Preferred Alternative Intersection Improvements equivalent to the length of delay attributable to the actions or inaction of the City or any other governmental agency or utility. Notwithstanding the above if, after five (5) years of the Effective Date, the District has not entered into an exclusive negotiation agreement with a developer for the Triggering Development, the parties shall meet and confer in good faith to determine whether the Interim Intersection Improvements may remain, or whether District can design and construct an alternative to the Preferred Alternative Intersection Improvements that are smaller in scope compared to the Preferred Alternative Intersection Improvements.
3. **Serramonte Blvd. Pavement Reconstruction**

3.1 City and District agree that the construction haul routes for the Project shall be as shown below in Figure 6. City will apply a Condition of Approval for the Project to require that this truck haul route be followed by contractors associated with the Project. For the purposes of this item, trucks are defined as large heavy duty construction trucks carrying out functions such as off-hauling and large deliveries of materials. No trucks will be allowed on Serramonte Boulevard outside of the intersection with Entry Drive, and no other City streets other than those shown in Figure 4 are anticipated to be used as a truck haul route.
Figure 6: Contractor Truck Haul Route for Construction

3.2 Construction trucks shall cross between the Project Site and the Highway 1 on-ramp and off-ramp located directly North of the Project Site, as shown in Figure 6, through the Serramonte Blvd intersection with Entry Drive. Following the conclusion of Project construction, the District shall repair pavement directly damaged by trucks crossing through the intersection of Serramonte Boulevard and Entry Drive. Repair of the pavement directly damaged by trucks shall be to generally applicable, published standards consistent with Tentative Map and Project conditions of approval.

3.2.1 As used in this Section, "Highway 1" refers to the existing Highway 1 north-south freeway located north of the Project Site.

3.2.2 As used in this Section, "Serramonte Boulevard" refers to the four-lane east-west arterial street named Serramonte Boulevard in Daly City that extends from St. Francis Boulevard to the west to El Camino Real to the east, and passes directly North of the Project Site.

4. Contribution to City Park, Bicycle or Pedestrian Improvements

4.1 The District shall pay three hundred thousand dollars ($300,000) to the City to implement park, bicycle and/or pedestrian improvements. The City shall use the funds toward
municipal projects related to park, bicycle and/or pedestrian improvements, as determined at the City’s discretion.

4.2 The District shall make the payments described in Paragraph 4.1 pursuant to the below schedule of payment, with payments due upon issuance of the Certificate of Occupancy for particular Developments on the Project Site, as defined in Paragraph 2.6 of this Exhibit. Unit counts for each Development are included in the schedule below to illustrate the proportional allocation of costs, but the District shall pay the listed amount for each Development regardless of the final unit count. No escalations shall be applied to the amounts listed in the schedule of payment, and the District shall pay the exact amounts listed.

<table>
<thead>
<tr>
<th>Development</th>
<th>Unit Count</th>
<th>Percentage of Total</th>
<th>Allocation of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel B Development</td>
<td>201</td>
<td>18%</td>
<td>$54,000</td>
</tr>
<tr>
<td>Parcel C Development, Building A</td>
<td>63</td>
<td>6%</td>
<td>$17,000</td>
</tr>
<tr>
<td>Parcel C Development, Building B</td>
<td>89</td>
<td>8%</td>
<td>$24,000</td>
</tr>
<tr>
<td>Parcel D Development</td>
<td>200</td>
<td>18%</td>
<td>$54,000</td>
</tr>
<tr>
<td>Parcel E Development</td>
<td>280</td>
<td>25%</td>
<td>$75,000</td>
</tr>
<tr>
<td>Parcel F Development</td>
<td>280</td>
<td>25%</td>
<td>$76,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,113</strong></td>
<td><strong>100%</strong></td>
<td><strong>$300,000</strong></td>
</tr>
</tbody>
</table>

5. **Off-site Intersection Improvements**

5.1 The District shall fund and implement the improvements related to signal timing optimization (Item A) and striping (Items B, C, and D) in accordance with the table below.

The improvements in the table below are improvements listed on pages 69-70 of the TIA dated July 2022 and have been updated to reflect the Agreed Improvements. Only the improvements listed in the Agreed Improvement column will be implemented by the District, and no other improvements from the TIA Recommendation column or on pages 69-70 will be implemented by the District.
<table>
<thead>
<tr>
<th>DA Improvement Label</th>
<th>TIA Intersection Number</th>
<th>Intersection</th>
<th>TIA Improvement</th>
<th>Agreed Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>5</td>
<td>Callan Blvd / Serramonte Blvd</td>
<td>Optimize Signal Timing</td>
<td>Optimize Signal Timing</td>
</tr>
<tr>
<td>B</td>
<td>4</td>
<td>Highway 1 Ramps / Serramonte Blvd</td>
<td>Lengthen WBL pocket to 350ft</td>
<td>Lengthen WBL pocket to 150ft by modifying striping only</td>
</tr>
<tr>
<td>C</td>
<td>6*</td>
<td>Callan Blvd/ Hickey Blvd</td>
<td>Right turn lane, restriping and Optimize Signal Timing 200ft</td>
<td>Right turn lane, restriping and Optimize Signal Timing 200ft</td>
</tr>
<tr>
<td>D</td>
<td>10</td>
<td>Skyline Blvd / Hickey Blvd</td>
<td>Lengthen NBL lane to 300ft</td>
<td>Lengthen NBL lane to 50ft by restriping NB approach</td>
</tr>
<tr>
<td>E</td>
<td>12</td>
<td>Callan Blvd / Hickey Blvd</td>
<td>Lengthen NBL lane to 250ft</td>
<td>Lengthen NBL lane to 100ft by modifying striping</td>
</tr>
</tbody>
</table>

These improvements will be made prior to the issuance of the Certificate of Occupancy of the building containing the 500th unit excluding Parcel A, except for DA Improvement C, which shall be completed no later than issuance of the Certificate of Occupancy for the Project's first residential building.
EXHIBIT D

HEAD START PRESCHOOL OPERATIONS

The provisions included in this Exhibit D are the Head Start Preschool Operations.

Exhibit D includes a Background Section (Section 1) which sets forth the mutual understanding of the parties, and a Provisions Section (Section 2), which sets forth the obligations of the parties.

Pursuant to Section 3.12 of the Agreement, the Provisions Section of Exhibit D is included in the District’s obligations under the Agreement and constitutes a portion of the community benefits that the District shall provide. The Provisions in this Exhibit D are incorporated into the Agreement and subject to the terms therein; in the event of a conflict, the Provisions in this Exhibit D shall prevail. The Definitions of Article 1 of the Agreement shall apply to this Exhibit D, except that where a word or phrase is specifically defined in this Exhibit D, that definition shall apply, but only as used in this Exhibit D.

1. **Background**

   1.1 **Current Operations.** A Head Start Preschool operated by Izzi Early Education (“Head Start Program”) is currently located within the Project Site at 699 Serramonte Boulevard (“Existing HS Site”). The Existing HS Site facility encompasses approximately 2,800 square feet and serves no more than approximately forty (40) children at any given time. The parties agree and understand the Head Start Program shall have to be relocated to facilitate development of the Project Site.

   1.2 **Preference of Location.** The parties understand that the non-binding preference of the City and the Head Start Program is to relocate the Head Start Program to Parcel C on the Project Site.

   1.3 **Preference of Scale.** The parties desire that the relocated facility for the Head Start Program shall be of comparable scale as the existing facility, both in terms of facility size and students served.

2. **Provisions**

   2.1 **Definitions.**

      2.1.1 As used in this Exhibit, "Parcel C Affordable Housing Developer" shall refer to any third-party entity to which the District leases, licenses, or otherwise conveys all or any portion of the real property comprising Parcel C of the Project Site for the purpose of constructing, developing, or operating any residential or commercial buildings thereupon that constitute the initial development of Parcel C under this Agreement.

      2.1.2 As used in this Exhibit, the "Relocated Facility" shall refer to any building, structure, or portion of a building or structure on the Project Site that in the future will be used for the operations of the Head Start Program (or alternate program referenced in Section 2.4, below) other than the Existing HS Site. The Relocated Facility shall not exceed 2,800 square feet and is meant to allow for operations of a comparable scale to current operations described in Paragraph 1.1.
2.1.3 As used in this Exhibit, "Warm Shell Condition" shall mean a space or facility that has finished-dry-walled, paint-ready perimeter walls; HVAC (heating, ventilating, and air conditioning); a stubbed domestic water line; ceilings with standard insulation; ceiling lighting; temporary life safety systems to the extent required by applicable law; live fire sprinklers to the extent required by applicable law; the minimum code required restroom(s) with basic relative commercial grade finishes; plumbing; outlets; and floors without finished materials (e.g., carpeting, staining).

2.2 Relocation Provisions.

2.2.1 Relocation Assistance to Parcels Other than Parcel C. Pursuant to Paragraph 2.2.5 of this Exhibit, if the District determines that the Relocated Facility will be relocated to a parcel on the Project Site other than Parcel C, the District’s obligations are limited to (i) cooperating in facilitating the permitting and approval process to allow such use of the targeted Relocated Facility, and (ii) cooperating with the developer to provide the Relocated Facility of not more than 2,800 square feet in a Warm Shell Condition.

2.2.2 Relocation Assistance to Parcel C. Unless the preceding paragraph applies, the District shall cooperate with the City to relocate the Head Start Program from the Existing HS Site to a Relocated Facility on Parcel C as described in this Exhibit D (subject to the applicable terms and conditions noted below) in a Warm Shell Condition.

2.2.3 No Further Relocation Obligations. Aside from the obligations set forth in Paragraphs 2.2.1 and 2.2.2, the District shall have no other obligations to relocate the Head Start Program or participate in any costs arising from such relocation efforts. Consistent with Section 6.17 of the Agreement, the Head Start Program is not a third party beneficiary of these Exhibit D Provisions, and the obligations in this Exhibit D are intended to identify the District’s obligations to the City.

2.2.4 Temporary Site During Relocation. Due to needs related to Project construction (including without limitation phasing, infrastructure, utility, and/or mobilization), the existing Head Start Program may be required to temporarily relocate to another site within the Project Site or offsite before being permanently relocated to the Relocated Facility (the “Temporary Relocated Facility”). The District shall cooperate with the Head Start Program in its effort to establish a Temporary Relocated Facility. The District shall have no obligation to assist the Head Start Program to find an off-site temporary location, or pay for it, and the temporary relocation of the Head Start Program off-site during construction of the Project shall not be a default of the District’s obligations under this Agreement.

2.2.5 District’s Discretion. Notwithstanding anything else in this Agreement: (1) the District shall have sole discretion to determine where within the Project Site the Relocated Facility or Temporary Relocated Facility will be located based on the District’s Project needs; (2) it shall not be a default of the District’s obligations insofar as the District makes decisions about the Relocated Facility or Temporary Relocated Facility based on District Needs, or if a lessee, licensee, sublessee, or development partner of the District determines, after a good faith effort to accommodate the Relocated Facility, that it cannot accommodate the Relocated Facility on property in which it has an interest; (3) and failure of the Head Start Program to relocate to the Relocated Facility or Temporary Relocated Facility, provide funding for the relocation or operation of the Head Start Program, or to operate at a comparable scale to the Head Start Program’s current operations, shall not constitute a default of the District’s obligations under this Exhibit or the Agreement.

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2.3 Funding Responsibilities.

2.3.1 Relocation Costs. The parties agree that the District shall have no obligations to fund the Relocated Facility, the Temporary Relocated Facility, any other costs pertaining to any relocation of the Head Start Program, or the operation of the Head Start Program.

2.3.2 Capital Costs. Capital costs, including the cost to construct the core and shell, provide tenant improvements in the Warm Shell, and maintain the Relocated Facility, will be funded by the Head Start Program and not by the District or the City. The City shall work cooperatively with the Parcel C Affordable Housing Developer and Head Start Program to support efforts in applying for and receiving funding to pay for costs related to any Relocated Facility on Parcel C.

2.4 Timely Start of Operations. Subject to the provisions of Section 2.6, below, the District, or its designated representative, shall coordinate in a reasonable manner with the Head Start Program (or alternate program operator, if applicable) to facilitate the start of operations of the Head Start Program (or equivalent program) not later than six (6) months after the later of (i) occupancy of Parcel C by residential tenants or (ii) issuance of a certificate of occupancy for the Relocated Facility, wherever the District determines it shall be located. The District retains sole discretion with respect to development schedules and shall not incur any obligations to expedite development on any parcel within the Project Site as a result of the obligations in this Exhibit.

2.5 Lease Term. If the Head Start Program is relocated to Parcel C, the Head Start Program lease term for any Relocated Facility will be agreed to by the Head Start Program (or its alternate provider) and the Parcel C Affordable Housing Developer, and the City and District shall cooperate in good faith with these third parties to facilitate a lease term that lasts at least through the term of this Agreement. If the District determines the Head Start Program should be relocated to a parcel within the Project Site other than Parcel C, the Head Start Program lease term for any Relocated Facility will be agreed to by the Head Start Program (or its alternate provider) and the lessee, licensee, sublessee, or development partner with an interest in such other parcel, and the City and District shall cooperate with these third parties to facilitate a lease term that lasts at least through the term of this Agreement. Notwithstanding the above, as the fee interest owner of the Project Site, the District shall not be obligated to consent to any term it finds unreasonable, as determined in its sole discretion.

2.6 Replacement Operator. If the Head Start Program is unable to raise sufficient capital to fund the construction of the Relocated Facility, its program relocation, or operation of the Head Start Program (as referenced in Paragraph 2.3, above), then (i) the relocation of the Head Start Program will be (A) suspended until such funding is available and sufficient to complete the required construction and delivery of the new Relocated Facility; and (B) if such funding is not in place by one (1) year after occupancy of the residential units in Parcel C, or the occupancy of residential units in any other parcel where the Relocated Facility is located, then the District can select an alternate Head Start Program or similar operator (that qualifies as a 501(c) (3) non-profit or equivalent) to fund the Relocated Facility improvements and operate a “Head Start” or equivalent early childhood education facility and program on Parcel C, or wherever the Relocated Facility is located. If no such operator can be identified that is able to perform within eighteen (18) months after occupancy of the residential units in Parcel C, or the occupancy of residential units in any other parcel where the Relocated Facility is located, the parties agree that the space reserved for the Relocated Facility can be reused for another purpose consistent with
the Project Approvals and the District has no further obligation related to Head Start or any childhood education facility for the entire Precise Plan Area. Notwithstanding the above, as the fee interest owner of Parcel C, the District shall not be obligated to consent to any Head Start Program successor it finds unreasonable, determined in its sole discretion.

2.7 Project Development not Dependent on Relocation. Any Subsequent City Approval, including any Certificate of Occupancy for any work or development associated with the Project, shall not be dependent upon successful funding, construction, start-up or operation of the relocated Head Start Program.
EXHIBIT E.1

[TENTATIVE AFFORDABLE HOUSING PLAN]
Affordable Housing Plan
Jefferson Union High School District
Serramonte Del Rey Neighborhood Project

1. **Applicability.** This Affordable Housing Plan ("Plan") shall apply to residential development within parcels B through F of the property located at 699 Serramonte Boulevard, Daly City, California, which is subject to Precise Plan PD-31B ("Plan Area").

2. **Moderate Income.** "Moderate Income," is defined for purposes of this Plan as income not more than 120% of area median income ("AMI").

3. **Low Income.** "Low Income," is defined for purposes of this Plan as income not more than 60% of AMI.

4. **Affordable Units.** "Affordable Units" is defined for purposes of this Plan as dwelling units that are leased to a household whose income does not exceed the targeted income limits and are charged an Affordable Rent as defined in Section 7 below.

5. **Eligible Tenant.** An “Eligible Tenant” is, with respect to the Low Income Affordable Units, a household whose income does not exceed Low Income, and with respect to the Moderate Income Affordable Units, a household whose income does not exceed Moderate Income. The owner shall prohibit any person, family or household who has not been determined to be an Eligible Tenant from renting or occupying any Affordable Unit at the time of taking possession of an Affordable Unit.

6. **Affordable Unit Requirement.** At final build-out of the dwelling units within the Plan Area, not less than 20% of all dwelling units constructed within the Plan Area shall be Affordable Units, with approximately 6.5% of dwelling units leased to Moderate Income households, and 13.5% of all dwelling units leased to Low Income households. Twelve (12) of the Low Income household Affordable Units shall be leased to households with not more than 23% of AMI.

7. **Affordable Rent Requirement.** For all Affordable Units within the Plan Area, the owner shall charge the tenant an “Affordable Rent” as defined herein. An “Affordable Rent” for a Low Income Unit means a monthly housing cost charged to and paid by the tenant that does not exceed one-twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) (or for 12 units (23%)) of AMI for a household of the assumed household size (as that term is defined in the City Code) for the dwelling unit. For Moderate Income Affordable Units, an “Affordable Rent” means a monthly housing cost charged to and paid by the tenant that does not exceed one-twelfth (1/12th) of thirty percent (30%) of one-hundred twenty percent (120%) of AMI for a household of the assumed household size for the dwelling unit. Housing cost is comprised of contract rent and a utility allowance, and any additional mandatory fees for non-elective services are specifically prohibited.

8. **Rent Adjustments for Affordable Units.** Adjustments in the Affordable Rent are permitted no more than once over a twelve-month period and shall be based on the lesser of (i)
the increase permitted in updates in household median income as published by the United States Department of Housing and Urban Development (“HUD”) or (ii) five percent (5%). The City will be notified in writing of any adjustment to Affordable Rent within 30 days of such adjustment.

9. **Timing and Distribution of Affordable and Market Rate Units.** One market-rate building can be constructed within the Plan Area prior to construction of the Affordable Units. The subsequent phases after the first market rate building and the first residential structure built on Parcel C have been constructed can be phased and include unit counts in any way such that the overall percentage of Affordable Units does not drop below 20% of all constructed residential units within Parcels B-F in the Plan Area at any time consisting of 13.5% Low Income Affordable Units and 6.5% Moderate Income Affordable Units. Parcel C is expected to include all Low Income Affordable Units for the Plan Area located in two residential structures, which may be built concurrently or separately, and the first residential building to be constructed on Parcel C will include a minimum of 60 Affordable Units, and one manager unit. The Moderate Income Units may be distributed throughout the Plan Area at the owner’s discretion, subject to the requirements of this Plan and to the terms of the Affordable Housing Agreement.

10. **Appearance and Amenities.** The Affordable Units shall be comparable to the other units on Parcels A through F of the overall Precise Plan PD-31B area, in terms of appearances, finishes, and features, and the Affordable Units shall be provided, or have access to, the same neighborhood amenities as the other units on Parcels A through F of the overall Precise Plan PD-31B area (e.g., parks and recreation trails).

11. **Affordable Housing Agreement.** The Plan Area is subject to an Affordable Housing Agreement which sets forth the affordable housing requirements for the Plan Area. To the extent this Plan conflicts with the applicable Affordable Housing Agreement, the Affordable Housing Agreement shall control.

12. **Affordability Term.** Each building with an Affordability Unit will have a 55-year affordability term beginning on the date of issuance of a building permit for that specific building, subject to any extensions provided in the applicable Affordable Housing Agreement. After the expiration of the affordability term for any building constructed within the Plan Area, the terms of this Plan shall no longer apply to that building.

13. **Compliance with Daly City Code.** This Plan includes the following information in compliance with Daly City Code Section 17.47.140(B):
   a. The residential development will include attached rental dwelling units.
   b. The proposed development exceeds the minimum inclusionary housing requirements of the City Code by providing 20% inclusionary units rather than the minimum 10% required by the City Code, and the flexibility in timing and distribution of Affordable Units allowed by this Plan is provided for in the Precise Plan under City Code 17.28.020, to maintain livability within the Plan Area.
   c. The number of Affordable Units in the Plan Area and timing for construction is set forth in Sections 6 and 9 of this Plan. The expected location of Affordable Units is as shown on Exhibit B to the Affordable Housing Agreement.
d. Prior to the occupancy of any Affordable Units, the owner shall obtain City approval of a marketing plan describing the process and guidelines for selecting new tenants.

e. Verification and re-verification of the tenant’s income for Affordable Units shall be governed by the terms of the Affordable Housing Agreement.

f. The owner of Affordable Units within the Plan Area shall pay an annual BMR administrative fee that may be updated by Council resolution and may not increase more than CPI.
EXHIBIT E.2

[INCLUSIONARY HOUSING AGREEMENT]
AFFORDABLE HOUSING AGREEMENT
JEFFERSON UNION HIGH SCHOOL DISTRICT
SERRAMONTE DEL REY NEIGHBORHOOD PROJECT

699 Serramonte Boulevard, Daly City, California

THIS JEFFERSON UNION HIGH SCHOOL DISTRICT PRECISE PLAN PROJECT AFFORDABLE HOUSING AGREEMENT (the "Agreement") is made and entered into in the City of Daly City on the ____ day of _______________ 2024 (the "Effective Date"), by and among the City of Daly City, a municipal corporation ("City") and Jefferson Union High School District, a union high school district ("District"). The District and City are referred herein to individually as a "Party" or collectively as the "Parties."

RECITALS

The District is the fee owner of certain real property consisting of approximately 22 acres that is located at 699 Serramonte Boulevard, in the City of Daly City, commonly known as the Serramonte del Rey campus. The Serramonte del Rey campus is designated as Assessor’s Parcel Number 091-211-230, which is more particularly described in Exhibit A, attached hereto and incorporated herein by reference ("Property").

A. In 1985, the City adopted Precise Plan PD-31, which includes the Property, as well as additional land to the south of the Property. Precise Plan PD-31 extends from Hickey Boulevard at the south to Serramonte Boulevard at the north. The 1985 Precise Plan envisioned two phases of development with the closure of the Serramonte High School. The first phase of the development was housing, office and the Summit Shasta Charter High School improvements, which were developed on the southern portion of the PD-31 area, south of the existing Serramonte del Rey high school complex. Phase 2 of the PD-31 site is an approximately 22-acre area on the northern side of the PD-31 site, which is the area defined herein as the Property.

B. An approximately 3.9-acre portion of the Property, referred to as Parcel A, was previously entitled and constructed for Faculty and Staff housing ("Parcel A Development Project"). The remainder of the Property has not yet been developed under PD-31, and the entirety of the Property is the subject of a new Precise Plan ("Precise Plan" or "Project"). The Precise Plan provides for the completion of several phased residential developments on the Property totaling up to 1,235 residential units, along with other uses. The Precise Plan was considered and approved by the City Council on _____________, ______, 2024. While the Parcel A Development Project was approved under a separate application, the 122 residential units approved for that separate project are included in the proposed Precise Plan’s total unit count of 1,235 residential units. The Property currently includes existing District school facilities that are being used for District office space.

C. The Precise Plan approval will initiate the subdivision of the 22-acre Property into seven development parcels referred to as Parcels A through F (Parcel C is expected to be further subdivided into two smaller sub-parcels), and additional parcels for streets and parks with
public access easements. For purposes of this Agreement "Parcel" shall be defined as any separate legal parcel within the Property at the Effective Date, and any legal parcel subsequently created within the Property by further subdivision approved by the City.

D. The Precise Plan will enable the District to transform the Property's existing outdated high school facilities into a new walkable, bikeable and family-friendly residential neighborhood with a mix of low-income, moderate-income and market-rate housing for members of the local community, including District faculty and staff. The Precise Plan will increase funding for student education, and allow the District to attract and retain highly qualified teachers.

E. The Precise Plan (including the Parcel A Development Project that was already approved) provides for phased development of up to 1,235 units of affordable and market rate rental housing, which will all be rented to residents. This housing will be developed on leased District lands and will be built out over multiple phases. The Precise Plan also includes up to 14,000 square feet of neighborhood-serving retail/commercial uses (in addition to 2,800 square feet for a Head Start childcare facility), and recreational trail improvements and other infrastructure improvements throughout the Property, inclusive of the development already approved for Parcel A.

F. On _______________  _____, 2024, the Daly City Council ("Council") certified a Final Environmental Impact Report ("FEIR") for the full Project (CEQA-xxxxx) and approved the following entitlements ("Entitlements") for the Precise Plan: a General Plan Amendment (GPA-04-21-014998); Planned Development Rezoning and Permit (PD-04-21-014997); Major Subdivision (SUB-04-21-014999); and a Design Review (DR-04-21-015000) related to development on Parcel B.

G. Consistent with Chapter 17.47 of the Daly City Municipal Code, Inclusionary Housing ("Inclusionary Housing Ordinance"), which generally requires new residential rental developments with twenty (20) or more housing units to provide affordable housing within the development, the conditions of approval for the Entitlements ("Conditions of Approval") require the District to provide a minimum of ten percent (10%) of total housing units for the Project as affordable to Low Income households, as defined in the Inclusionary Housing Ordinance.

H. As the Precise Plan will provide 1,113 units of rental housing on Parcels B through F, City Code Section 17.47.070 requires that the District provide a minimum of 112 below market rate units; however, the District has committed itself to exceed the minimum requirement by providing 150 below market units for low income and very low income households, and an additional 73 units designated for moderate income households on Parcels B through F, assuming construction of 1,113 units. If the total number of dwelling units constructed as part of the Project is less than 1,113, the total number of moderate income units may vary from the numbers stated above, but the number of very low, low, and moderate income units will include at least 20% of all constructed units in Parcels B-F.
I. Pursuant to the Inclusionary Housing Ordinance, the District submitted an Affordable Housing Plan ("AHP") to the City that reflects the District’s intention to provide two hundred and twenty-three (223) affordable units at very low, low, and moderate income levels as part of the Project, assuming construction of 1,113 units in Parcels B-F. The City has reviewed and approved the AHP (attached as Exhibit C), after finding that the AHP is consistent with the requirements of the Inclusionary Housing Ordinance.

J. The AHP is consistent with City Code Section 17.47.080 and 17.47.100(A), as the required inclusionary units will be on the same site as the market rate units. As articulated in Section 17.47.010, the City's policy behind the "same site" requirement is "to provide for integration of low- and moderate-income households with households in market-rate neighborhoods and to disperse inclusionary units throughout the city where new residential development occurs." While the Project site currently consists of one legal parcel (currently referred to as APN 091-211-230), the "same site" requirement in Section 17.47.080 does not require inclusionary units to be on the same legal parcel as market rate units, as this would lead to inconsistent outcomes on differently sized parcels. The City has reviewed the AHP and concluded that by placing the inclusionary units on the same interconnected residential development site as the market rate units, the AHP meets the "same site" requirement by dispersing inclusionary units throughout the City where new residential development occurs.

K. Pursuant to City Code Section 17.28.030(C), the Precise Plan shall govern the "development schedule" for a planned development, including the timing of construction and occupancy for any inclusionary units. The construction and development schedules approved as a part of a planned development take precedence over other development schedules set forth in the City Code, including those set forth in City Code Sections 17.47.080, 17.47.090 and 17.47.100(A). Regarding the timeline for construction and occupancy of inclusionary units, the Precise Plan refers to the AHP (Precise Plan, Section VI), which identifies specific timing for release of inclusionary units.

L. The District intends to ground lease the various parcels included in the Property to one or more "Developer" parties for the purpose of developing the Project. The District shall ensure that the ground lease for each parcel shall require the applicable Developer to comply with the terms of this Agreement, and the District shall remain obligated to perform under this Agreement.

M. This Agreement is intended to be the "Affordable Housing Agreement" referenced in the Conditions of Approval.

**AGREEMENT**

NOW, THEREFORE, with reference to the foregoing recitals and definitions, which are incorporated herein, and in consideration of the mutual promises, obligations and covenants herein contained, and other good consideration, City and the District agree as follows:

1. **Satisfaction of Affordable Housing Obligation.** In full and final satisfaction of the District’s obligation to provide affordable housing units pursuant to the Conditions of
Approval, Chapter 17.47 of the Daly City Municipal Code, the Housing Element of the City’s General Plan and any other local ordinance, regulation or law now or hereafter enacted, the District shall perform the covenants set forth in Section 2 of this Agreement.

2. **Affordability Covenants.** During the Term (as defined herein), the District covenants that District shall cause the development of a minimum of twenty percent (20%) of the aggregate rental units developed on Parcels B through F of the Property as affordable units (singularly, an "Affordable Unit," and collectively, the "Affordable Units"), which shall be subject to the terms and conditions of this Section 2. All of the Affordable Units referenced in this Section 2 shall only be leased to households whose annual incomes at move-in do not exceed Moderate Income (as defined in this Agreement), as to approximately 6.5% of all dwelling units constructed on Parcels B through F, which is expected to be 73 Affordable Units ("Moderate Income Affordable Units"), and households whose income does not exceed Low Income (as defined in this Agreement), as to approximately 13.5% of all dwelling units constructed on Parcels B through F, which is expected to be 150 Affordable Units and two managers units ("Low Income Affordable Units"). The tenants in the Affordable Units shall be charged an Affordable Rent as defined below. The obligations set forth in this Section 2 shall be referred to collectively as the "Affordability Covenants." To the extent the AHP differs from the terms of this Agreement, the terms of this Agreement shall control.

2.1. **Low Income.** "Low Income," is defined for purposes of this Agreement as income not more than 60% of area median income ("AMI").

2.2. **Very Low Income.** "Very Low Income" is defined as income not more than 50% of area median income ("AMI").

2.3. **Moderate Income.** "Moderate Income," is defined for purposes of this Agreement as income not more than 120% of AMI.

2.4. **Eligible Tenant.** An "Eligible Tenant" is, with respect to the Low Income Affordable Units, a household whose income does not exceed Low Income, and with respect to the Moderate Income Affordable Units, a household whose income does not exceed Moderate Income.

2.5. **Prohibited Occupancy.** The District and subsequent owners shall prohibit any person, family or household who has not been determined to be an Eligible Tenant (defined above) from renting or occupying any Affordable Unit at the time of taking possession of an Affordable Unit.

2.6. **Affordable Rent.** For Low Income Affordable Units, an "Affordable Rent" means a monthly housing cost charged to and paid by the Eligible Tenant that does not exceed one-twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) (or for 12 units (23%)) of AMI for a household of the Assumed Household Size for the dwelling unit. For Very Low Income Affordable Units, an “Affordable Rent” means a monthly housing cost charged to and paid by the Eligible Tenant that does not exceed one-twelfth (1/12th) of thirty percent (30%) of fifty percent
(50%) of AMI for a household of the Assumed Household Size for the dwelling unit. For Moderate Income Affordable Units, an "Affordable Rent" means a monthly housing cost charged to and paid by the Eligible Tenant that does not exceed one-twelfth (1/12th) of thirty percent (30%) of one-hundred twenty percent (120%) of AMI for a household of the Assumed Household Size for the dwelling unit. Housing cost is comprised of contract rent and a utility allowance.

2.7. **Assumed Household Size.** Assumed Household Size for the Project will be as defined in City Code Section 17.47.030, which is the number of bedrooms for each dwelling unit plus one person.

2.8. **Rent Adjustments for Affordable Units.** Adjustments in the Affordable Rent are permitted no more than once over a twelve-month period and shall be based on the lesser of (i) the increase permitted in updates in household median income as published by the United States Department of Housing and Urban Development ("HUD") or (ii) five percent (5%). The City will be notified in writing of any adjustment to Affordable Rent within 30 days of such adjustment.

2.9. **Prohibited Fees.** In general, any additional mandatory fees for non-elective services are specifically prohibited and the District may not impose such charges on any Affordable Rental Unit.

2.10. **Distribution of Units.** Exhibit B shows the expected location of Affordable Units at initial lease-up. The actual location of Affordable Units will be submitted prior to issuance of a building permit for each Parcel, which may vary from the locations shown on Exhibit B.

2.11. **Timing of Affordable and Market Rate Units.** One market-rate building can be constructed on the Property prior to construction of the Affordable Units. Prior to the City's issuance of a building permit for any additional market rate building on Parcels B through F beyond the first market-rate building, the District must have all funding sources legally committed, have a building permit, and the District or the Developer for such improvements must have issued its notice to proceed to its contractor for a minimum of sixty (60) Affordable Units to be constructed on the Property.

2.12. **Affordable Unit Milestones.** Once the certificate of occupancy has been issued for the completion of any market-rate structure built on the Parcels B through F ("CofO"), the following deadlines apply: (i) within six (6) years of the date that CofO was issued, the District shall apply for a building permit for a minimum of sixty (60) Affordable Units to be constructed on Parcel C or other Parcel on the Property, (ii) the construction of those sixty (60) Affordable Units must have started within eight (8) years of the CofO issuance, and (iii) those Affordable Units must be completed (as evidenced by a certificate of completion) within ten (10) years of such CofO. These requirements shall be referred to as the "Affordable Unit Milestones."
2.13. **Extensions to Affordable Unit Milestones.** The Affordable Unit Milestones are subject to adjustment for Force Majeure Events, as defined below. Separately, if the District is moving forward in good faith with development of the Affordable Units, but cannot strictly comply with the Affordable Unit Milestones, the Parties shall negotiate an appropriate time extension in good faith to complete construction of the Affordable Units. If the District cannot comply with the Affordable Unit Milestones, and the Parties do not agree to a time extension to the Affordable Unit Milestones, the District may satisfy the Affordability Covenants, and set forth in this Section 2 by proceeding with one of the options set forth below, after obtaining written consent from the City, which consent shall not be unreasonably withheld or denied:

(a) The District shall build additional Affordable Units at locations acceptable to the City, with rent set at Affordable Rent as defined herein, and a total count of Affordable Units not less than 20% of all residential units constructed thus far on Parcels B through F consisting of 13.5% Low Income Units and 6.5% Moderate Income Units, which additional Affordable Units shall satisfy the District’s obligation to provide those constructed Affordable Units under this Agreement; or

(b) The District shall pay an in-lieu fee based upon the number of market rate units built on the first market rate building to be completed (“FMRB”), at the in-lieu fee rates set forth in the City’s affordable housing fee schedule adopted by City Council resolution, adjusted to reflect equivalence with providing built rental units targeted at 60% AMI instead of 70% AMI, which in-lieu fee payment shall satisfy the District’s obligation to provide a commensurate number of Affordable Units required under this Agreement; or

(c) All residential development on Parcel C will be converted to market rate housing and the District will proceed with additional market rate development on the Property (Parcels B through F) with a catch-up described below:

(i) Residential development on phases after the first constructed market rate residential structure, on Parcels B through F, will include the Affordable Units representing 13.5% of all residential units constructed on the first constructed market rate building built at 60% AMI and 6.5% on the first constructed market rate building built at 120% AMI. These catch-up units will be distributed pro rata amongst the subsequently developed Parcels.

(ii) In addition to the catch-up units described above, buildings constructed after the FMRB will be built with 10% of the units rented as Affordable Units with a maximum income of 80% AMI and rent for Affordable Units based on income not to exceed 70% AMI.
2.14. **Appearance and Amenities.** The Affordable Units shall be comparable to the other units on Parcels A through F of the Project, in terms of appearances, finishes, and features, and the Affordable Units shall be provided, or have access to, the same neighborhood amenities as the other units on Parcels A through F of the Project (e.g., parks and recreation trails).

2.15. **Subsequent Phases.** The subsequent phases after the FMRB and the first residential structure built on Parcel C have been constructed can be phased and include unit counts proposed by the District in any way such that the overall percentage of Affordable Units does not drop below 20% of all constructed residential units at the Project site at any time consisting of 13.5% Low Income Units and 6.5% Moderate Income Units.

2.16. **Subsidies.** The City is not committing to any form of financial subsidy for Affordable Units in this Agreement. However, the City agrees that this Agreement does not preclude the possibility of a subsidy directed at the Affordable Units at a future date.

2.17. **Unit Count for Parcel C.** Parcel C is expected to include two residential structures, which may be built concurrently or separately, and the District agrees that the first residential building to be constructed on Parcel C will include a minimum of 60 Affordable Units, and one manager unit, except as otherwise provided in this Agreement.

3. **Term.**

3.1. Each building with an Affordability Unit will have a 55-year affordability term beginning on the date of issuance of a building permit for that specific building (“Initial Term”).

3.2. **Term.** The Initial Term plus any time needed to account for any Extension Period (as defined in Section 4.8(b)) shall equal the “Term” of this Agreement with respect to any specific building or Parcel to which the Agreement applies. The Term shall be equal to fifty-five years after the required Affordable Units are completed, as evidenced by a certificate of occupancy issued for such improvements, pursuant to the Affordability Covenants described in Section 2 of this Agreement.

4. **Marketing and Management of Affordable Units.**

4.1 **Marketing.** The District will cause the Developer for the Affordable Units to market the availability of the Affordable Units through appropriate means that are reasonably expected to reach Eligible Tenants.

Prior to the lease-up of new low-income and BMR units, the owner shall submit a marketing plan to the City describing the process and guidelines for selecting new tenants. The Plan will include, but not be limited to, a description of how the units will
be affirmatively marketed, description of a lottery process for selecting new residents and how a wait list will be managed.

The City shall have 21 days to approve or reject a marketing plan, which approval shall not be unreasonably withheld. Specific requirements for the marketing plan may be attached as an exhibit to the Affordable Housing Agreement. A marketing plan approved by the City shall be required prior to issuance of the Building Permit for each Parcel, but no later than one month prior to the marketing launch for the units.

5.

4.2  Lease Addendum. All lessees of Affordable Units shall be provided with a lease addendum that describes the requirements for preserving occupancy of an Affordable Unit (i.e., annual income recertification, primary residency).

4.3  Verification and Recertification of Household Income. At the inception of an initial occupancy of an Affordable Unit and annually, on July 1 of each calendar year thereafter, the District shall cause the Developer of such Affordable Unit to certify or re-certify, as the case may be, the Low-Income or Moderate Income qualifications of the lessee household in accordance with the requirements set forth below. If, upon recertification, the District determines that the gross income of the Low Income lessee household exceeds 140 percent of the then in-effect AMI, adjusted for household size (the "Standard"), or exceeds 200 percent of the then in-effect AMI for Moderate Income lessee households, adjusted for household size, the unit no longer qualifies as an Affordable Unit and the Occupant may be charged market rate, as long as the rent increase does not exceed what is allowed under State law for rent increases. Upon decertification of an Affordable Unit due to the occupant's failure to meet the Standard, the District shall be required to cause the party operating the Parcel to offer the next available, comparable unit in the same building as an Affordable Unit and install an Eligible Tenant. The District shall not be considered in violation of this Agreement if an Affordable Unit is decertified and the District complies with this provision.

Rent increases. Rent increases for Affordable Units will not exceed what is allowable under State law.

4.4  Maintenance of the Project. The Affordable Units shall at all times be maintained in a neat and orderly condition consistent with good management practices and in accordance with all applicable laws. The District shall not permit any nuisance to be maintained on the Project. The District shall ensure that the Affordable Units are maintained in accordance with the following:

(a)  Interior and exterior paint shall be maintained in a neat and attractive condition;
(b) All fixtures and appurtenances shall be maintained in good working order, including, but not limited to, the following: windows and doors, landscaping, kitchen appliances, electrical, plumbing and heating equipment;

(c) Exterior areas shall be maintained to keep grounds free of litter, trash and paper. Parking areas shall be maintained in good repair and free from dirt and litter. Common areas such as hallways and laundry rooms will be swept and cleaned as frequently as necessary and kept free of trash and other debris. Garbage removal will be effected through waste removal arrangements then maintained by prudent residential property managers in the Daly City area. The trash areas will be swept and scrubbed with disinfectant as necessary. Extermination services will be contracted with to provide a high level of sanitation and cleanliness; and

(d) Landscape areas shall be maintained in an attractive and healthy condition.

4.5 Compliance Monitoring. In order to ensure compliance with this Agreement, each of the following shall occur:

(a) The District and its successors including selected housing developers shall ensure that each lessee occupying an Affordable Unit in the Project executes, under penalty of perjury, an income verification and information form ("Income Verification and Information Form"), in a form reasonably acceptable to the City, certifying the lessee’s income and financial status (e.g., the form that the California Tax Credit Allocation Committee or other such agency may require). Affordable Units will be leased only to Eligible Tenants – those individuals who have household incomes qualifying under the Affordability Covenants set forth herein.

(b) The District and its successors shall obtain a copy of the most recent federal income tax return, two months’ worth of most recent bank statements, pay stubs, and other sources of income that may be received by all adults occupying an Affordable Unit.

(c) Annually, the District and its successors shall have and make available for the City to review at the property manager’s office upon reasonable prior notice and during normal business hours, upon request at the property site, copies of said executed Income Verification and Information Forms and supporting documentation such as tax returns, bank statements, and pay stubs with respect to each lessee occupying an Affordable Unit along with a summary for the applicable year signed by the District or its successor, certifying compliance with the provisions of this Agreement under penalty of perjury. In no event shall the District be required to provide copies of any confidential tenant information to the City, or allow
the City to remove original or copies of confidential documents from the premises.

To certify the compliance of the District or its successor with these provisions, the City shall have a right, upon reasonable prior notice during normal business hours, to inspect the books and records pertaining to such matters of the then owner(s) or operator(s) of the Project

(d) The District shall pay an annual BMR administrative fee that may be updated by Council resolution. The current fee is $100 per each affordable unit in the development. The fee may not increase more than CPI.

(e) The District shall submit annual reports to the City reporting on current tenant incomes and rents, wait list status, financial audit, property management issues, and delivery of resident services.

(f) The City may conduct onsite monitoring visits that include inspection of units and common areas in the property, and review of tenant files and income recertifications; however, the City may not remove or make copies of confidential tenant information.

(g) Developers of individual parcels will execute an agreement with the City memorializing their obligation to comply with parts a through h of this section prior to issuance of a building permit.

4.6 Occupancy Report. Annually, by July 15th of every calendar year this Agreement is in effect, the District shall submit an Occupancy Report on the status of the Project’s Affordable Units for the prior calendar year. The form of the Occupancy Report shall be in the discretion of the District, so long as the Occupancy Report contains, at minimum, the following items for all of the Affordable Units covered by this Agreement:

(e) Total number of Affordable Units that are occupied, as of the date of the Occupancy Report. Report shall include move-in dates and bedroom count;

(f) Rents charged for all Affordable Units at all times during the period covered by the Occupancy Report;

(g) Household size and household income for all Affordable Units at all times during the period covered by the Occupancy Report; and

(h) A report of all changes in the occupants of the Affordable Units at all times during the period covered by the Occupancy Report.
4.7 Nondiscrimination and Nonsegregation Requirements.

(i) Obligation to Refrain from Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, or on the basis of domestic partnership status or arrangement, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project; nor shall the District, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees of the Project. This covenant shall remain in effect without limitation as to time.

(j) Form of Nondiscrimination and Nonsegregation Clauses. The District agrees that the covenants set forth in this subsection (b) shall bind the District, for itself and its successors and assigns, and all subsequent holders of any interest in the Project.

4.8 Events of Default; Enforcement.

(k) In the event of a default in the performance or observance of any covenant, agreement or obligation as set forth in this Agreement, the City shall provide written notice to the District and any Developer that has an interest in the subject Parcel. The District shall provide contact information to the City for all Developers that have an interest in the Property. If such default remains uncured for a period of sixty (60) days after notice thereof shall have been given by the City, or such longer period as may be approved by the City in writing in its sole discretion, then the City may declare that an Event of Default has occurred hereunder and may take any one or more of the following steps with respect to only the specific Parcel or Parcels for which the default has occurred, at its option:

(i) By an action for specific performance of the District's obligations and related equitable remedies, or to enjoin any acts or things that are unlawful or that are violations of the rights of the City under this Agreement; and

(ii) Take whatever other action at law or in equity that is necessary to enforce the obligations under this Agreement.

(l) In addition to the remedies described in subsections (a)(i) and (ii) above, but subject to the provisions of the District’s failure to make any or all of the Affordable Units available at affordable rent for a period of thirty (30)
consecutive days at any point during the Term and for any reason (including, without limitation, damage or destruction to the Project that renders the Affordable Units uninhabitable) shall automatically extend the Term, for only the specific Parcel in default, on a day for day basis equal to the amount of time the Affordable Units were not available for rent (the "Extension Period").

(m) No delay in enforcing the provisions hereof as to any breach or violation of this Agreement shall impair, damage or waive the right against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

(n) A default under this Agreement is enforceable against the District and parties in possession of the Parcel (or Parcels) where the Affordable Units are to be constructed and operated. Where a default occurs in providing the mandated Affordable Units, the remedies shall be focused on the Parcel on which the default occurred. No remedy shall be enforceable against portions of the Project that are not involved in the breach of such obligation. When Certificates of Occupancy have been issued by the City for a building containing Affordable Units on a given Parcel, such remedies shall be enforced only against the District or any party in possession or with a right to possession of the Parcel where such default occurred.

5.2. Amendments. This Agreement may only be amended in writing by an instrument signed by the authorized representative of the City or its successor in interest and the then record owner or owners of the Project.

6. Release of this Agreement. The obligations of this Agreement are intended to ensure that any Affordable Units that have been allocated to a Parcel shall be constructed and operated on that Parcel consistent with this Agreement, and that any remedy for a default shall be limited to such defaulting Parcel or portion thereof. Any remedy hereunder for a default shall be pursued only against the District and the parties in rightful possession of the Parcel that is in default (i.e. there is no cross-default with other Parcels are not implicated in causing such default).

Moreover, when any Certificate of Occupancy has been issued by the City evidencing the completion of a Parcel, and all Affordable Units that are mandated for that particular Parcel have been duly constructed ("Completed Parcel"), then within thirty (30) days following written request from the District (or any party that derives its interest from District in such Completed Parcel, such as a ground tenant, lender or similar party; herein, the "Interest Holders"), the District and City will record a replacement Affordable Housing Agreement or an amendment to it ("Substitute Agreement") that will establish and confirm that: (i) this Agreement will have no further force or effect on such Completed Parcel, and (ii) the Substitute Agreement will focus on and provide enforcement only to the extent of the operations on that particular Completed Parcel (e.g., as required by Sections 2, 3, 4 and 6 of this Agreement), it being the intent of the parties...
to relieve the District and all Interest Holders from any obligation to perform obligations that fall outside of those specifically required of the Completed Parcel. The Substitute Agreement shall identify the specific number of Affordable Units available for rent at 120% AMI, 60% AMI, 23% AMI, and the number of dwelling units available for intellectually and developmentally disabled persons for the Completed Parcel ("Completed Parcel Unit Count"), based on the number of such units constructed at the issuance of the Certificate of Occupancy. The Substitute Agreement shall not require more Affordable Units at any specific rent level, or units available for intellectually and developmentally disabled persons for the subject Parcel than the applicable number included in the Completed Parcel Unit Count. An Interest Holder may require that the City provide a full release from the obligations under this Agreement so long as a Substitute Agreement is to be recorded that captures and can enforce the obligations applicable to the Completed Parcel after the Certificate of Occupancy has been issued.

The Substitute Agreement will simultaneously relieve the District, and all ground tenants, developers, lenders and investors who hold an interest through the District, from the obligation to provide any additional Affordable Units on the Completed Parcel or elsewhere in the Project, except to the extent of a default relevant to such Completed Parcel. The Substitute Agreement is expressly intended to release the Parcel from any obligations to improve or maintain the Completed Parcel beyond those obligations that applied to such Completed Parcel as of the date the Certificate of Occupancy was issued. Upon expiration of the Term, provided there is no material default under this Agreement, City shall execute and record a Termination of Affordable Housing Obligations or equivalent agreement, in the form reasonably directed by the District, confirming the District has met its obligations under this Agreement and that the Agreement has no further force or effect on the Parcel(s) or Project. The City shall use good faith efforts to complete such recordation within thirty (30) days after the Term concludes.

7. **Agreement Runs with the Land.** This Agreement shall be recorded in the Official Records of San Mateo County with respect to Parcels B through F, and will have priority over the liens of all deeds of trust, mortgages and other financing instruments encumbering Parcels B through F of the Property. This Agreement shall be a covenant running with the land. It shall inure to the benefit of City and its successors and assigns from the Effective Date until all affordable housing obligations in this Agreement have been satisfied; provided, however that as to any Completed Parcel, the obligations shall be governed by and limited to the Substitute Agreement, and only the Substitute Agreement will run with the Completed Parcel, as evidenced by the recordation of a release under Paragraph 5 of this Agreement. The covenants contained in this Agreement shall be binding upon the District and any successor in interest as owner of fee title to all or any portion of Parcels B through F of the Property. Upon the transfer by the District of all or any portion of its interest in the Parcels B through F of the Property, all references in this Agreement to the District or owner thereafter shall mean and refer to such successor in interest of the District as may then be the owner of the Property or portion thereof. As part of the Entitlements, it is anticipated that the Property will be subdivided into seven or more separate legal parcels, in addition to street and road parcels. If the Property is, in the future, subdivided differently than anticipated in the Entitlements, the Parties agree to cooperate in good faith to prepare and execute a revised affordable
housing agreement that will be recorded only against the parcels upon which the Project is located.

8. **Notices.** Formal written notices, demands, correspondence and communications between City and the District shall be sufficiently given if: (a) personally delivered; or (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of the City and the District indicated below, provided that a receipt for delivery is provided; or (c) if dispatched within the San Francisco Bay Area by first class mail, postage prepaid, to the offices of City and District indicated below, or such other address as any party may from time-to-time designate by written notice as provided herein.

**City:**
City of Daly City  
333 90th Street  
Daly City, CA 94015  
Attn: City Manager

with a copy to:  
City of Daly City  
333 90th Street  
Daly City, CA 94015  
Attn: City Attorney

**District:**
Jefferson Union High School District  
699 Serramonte Boulevard  
Suite 100  
Daly City, CA 94015-4132  
Attn: Superintendent and Deputy Superintendent/Chief Business Official

with a copy to:  
Office of the San Mateo County Counsel  
400 County Center, 6th Floor  
Redwood City, CA 94063  
Attn: County Counsel

Notices delivered by deposit in the United States mail as provided above shall be deemed to have been served two (2) business days after the date of deposit if addressed to an address within the State of California, and three (3) business days if addressed to an address within the United States but outside the State of California.

9. **Miscellaneous.**

9.1. **Headings.** Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement.

9.2. **Severability.** Except as otherwise provided herein, if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provisions, and shall remain in full force and effect unless amended or modified by mutual consent of the parties.
9.3. **Applicable Law/Venue/Attorneys’ Fees and Costs.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of San Mateo, State of California. Should any legal action be brought by any party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and such other costs as may be found by the court.

9.4. **Interpretation.** All parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Unless the context clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; (e) "includes" and "including" are not limiting; and (f) "days" means calendar days unless specifically provided otherwise.

9.5. **Force Majeure.** Delays in a party’s performance of its obligations hereunder due to events beyond the reasonable control of the party and where the consequences could not have been avoided in the exercise of common diligence are herein referred to as "Force Majeure Events." A Force Majeure Event can include strikes, lockouts or other collective acts of workers; earthquakes, floods, unusually severe weather or other acts of nature that are exceptional; sudden shortages of labor or materials; enemy or terrorist action; civil commotion; fire or other casualty; a court or administrative restraining order, injunction or similar order, which precludes the required performance; damage or destruction of units for which there are insufficient funds to repair; economic conditions causing funding to be impractical to obtain; legal challenges to the Precise Plan, Entitlements or development of the Affordable Units; and unusual delays in obtaining permits or governmental approvals. A party whose performance is impaired due to a Force Majeure Event may be excused for its delay in performance if such party proves that it is due to a Force Majeure Event. Such party shall promptly notify the other party and explain the circumstances. Where there has been a Force Majeure Event causing unavoidable delay, the time for performance shall be extended co-extensive with the actual time delay caused by the Force Majeure Event.

9.6. **Time is of the Essence.** Time is of the essence with respect to each and every term and condition hereof.

9.7. **Agreement is Entire Understanding.** This Agreement constitutes the entire understanding and agreement of the parties with respect to the matters set forth herein.
9.8. **Third Party Beneficiary.** There are no third-party beneficiaries of this Agreement.

9.9. **Foreclosure or Loss of Rental Subsidy.** If title to an owner’s interest is transferred as a result of foreclosure, a deed in lieu of foreclosure, or other realization on such interest under the loan documents held by an institutional lender, notwithstanding anything to the contrary contained herein, an Eligible Tenant shall be a 60% income household as published by the California Tax Credit Allocation Committee (“CTCAC”) and the Affordable Rent shall be the maximum rent for a 60% income household as published by CTCAC. In the event of a loss, reduction, or termination of any rental subsidy for the Project, through no fault of the owner, the owner may implement changes to the affordability requirements, subject to review and analysis by the City and approval by the City Council.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above-written.

DISTRICT

JEFFERSON UNION HIGH SCHOOL DISTRICT

By: Jefferson Union High School District, a union high school district formed and existing under the laws of the State of California, Its Superintendent

By: ____________________________

CITY

CITY OF DALY CITY, a California municipal corporation

By: ____________________________

ATTEST:

By: ____________________________

APPROVED AS TO FORM:

By: ____________________________
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

REAL PROPERTY IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

[To be provided to the City]

(END OF LEGAL DESCRIPTION)
EXHIBIT B

Location of Affordable Units at Initial Lease Up
EXHIBIT C

Affordable Housing Plan
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1. Introduction

A. OVERVIEW

The Serramonte Del Rey Precise Plan (Precise Plan) will enable the Jefferson Union High School District (JUHSD) to transform their existing outdated high school facilities into a new walkable, bikeable and family-friendly residential neighborhood with retail, park, Head Start, and surrounding recreational trail improvements. In addition to the 122 units of faculty and staff housing already completed, the Precise Plan envisions development of up to 1,113 units of affordable and market rate rental housing on leased District lands to be built-out over a multi-year period. The Serramonte Del Rey neighborhood will be an inviting and family friendly place to walk, shop, connect with friends, meet for coffee, or stroll through the park and hillside open spaces.

An example of an open space similar to the proposed Central Green in the Serramonte Del Rey neighborhood.
The Precise Plan update focuses on the 22-acre Phase II area of the 1985 Serramonte Del Rey Precise Plan (PD-31). The Phase II area is the location of the existing JUHSD school facilities currently used for District office space, as well as 122 units of multi-family faculty and staff rental housing approved as PD-31A which was completed in 2022. Phase I of the 1985 Precise Plan is already built-out with multi-family rental housing, office, and educational uses. See Figure 1.1.

The Precise Plan identifies the vision, goals, and objective design standards for individual development proposals on a parcel basis, as well as park, open space, street, and utility infrastructure improvements associated with development by phase. The development of the neighborhood is guided by a parcelization plan, comprised of streets, development parcels and access easements, that set the walkable scale of the neighborhood. The administration and implementation section provides guidance to developers and Daly City staff on the Precise Plan conformance review and design review approval process consistent with the City’s General Plan, ordinances, and procedures.
B. DISTRICT INTENT

The JUHSD School Board seeks to build upon their past success and advance an innovative plan to stabilize District finances and fund the future of student education. To accomplish this, the District plans to attract investment and leverage the development of rental housing through long-term ground leases and/or joint venture agreements on District lands in the Precise Plan Area. The District’s key intent is to stabilize education funding and improve the quality of life for students, neighbors, and the City. Improving the quality of education at District schools will boost neighborhood property values, as will the development of new neighborhood character that will serve retail, community, park, and recreation facilities. New housing will increase City tax revenues.

The Faculty and Staff Housing project along Serramonte Boulevard, completed in 2022, is the first step to build-out the Serramonte Del Rey neighborhood. This project provides affordable housing for teachers and staff members, which helps attract and retain highly qualified teachers and staff, as well as build collaborative relationships among teachers, students, and the broader community they serve.
C. PHYSICAL SETTING

The Serramonte Del Rey site (referred to as the Plan Area in this document) is owned by the Jefferson Union High School District (JUHSD). The 22-acre Plan Area is in the southern portion of Daly City with significant frontage along Serramonte Boulevard and Callan Boulevard with access to Highway 1 along the northern edge of the site. This unique location is a gateway into Daly City. Figure 1.2 shows the regional location and Figure 1.3 shows the surrounding context of the Plan Area.

Adjacent Land Uses

A variety of residential and retail uses are located within a quarter mile (five-minute walking distance) from the Plan Area. Direct access to Serramonte Boulevard and Hickey Boulevard connects the Plan Area to many existing community destinations that surround the project site. Destinations include the Serramonte Shopping Center, Serramonte Plaza, Gellert Park, and Serramonte Library, as well as adjacent neighborhoods and schools. The existing site is surrounded by high density rental apartments on the north and south sides, low density residential on the west side, Chinese Cemetery and Gellert Park on the east side. The project site is centrally located within the Jefferson Union High School District with JUHSD schools located north and south of the site.

Site Access

As seen in Figure 1.3, the Plan Area is connected to major arterials, including Highway 1, Interstate 280, and State Route 35 (Skyline Boulevard). The site is also accessible by public transit: the Colma and South San Francisco BART stations are both approximately two miles away from the project site, and there is an existing SamTrans bus stop serving Route 120 at the project entry along Serramonte Boulevard. In addition, many surrounding streets have bicycle facilities, including Class II bicycle lanes on Ser-
ramonte Boulevard south of Callan Boulevard, Callan Boulevard south of Serramonte Boulevard, and Class III bicycle facilities on Serramonte Boulevard west of Callan Boulevard.

**Plan Area Character**

As shown in Figure 1.4, the existing Plan Area site is a level plateau on an east-facing slope. It is at a higher elevation than the land to the east of Callan Boulevard, and at a lower elevation than the residential neighborhood to the west along St. Francis Boulevard. Because of the site's orientation and high elevation, there are expansive views of the San Bruno Mountains and city skyline to the east and north. Farther to the west is a ridge separating the Plan Area from the Pacific Ocean, providing a temperate marine climate to the Plan Area and surroundings. The site is framed on its eastern and western sides by sloping hillsides with dense evergreen trees. These forested areas, along with the change in grade, create a buffer from developed areas on the west, north and east sides of the Plan Area.

The Plan Area is occupied by 122 units of faculty and staff housing at Parcel A and a decommissioned high school building, partially used as administrative offices. The former high school facility is a large, contiguous single-story building with mostly blank walls facing its surroundings. It needs significant seismic upgrades to the structure. The site itself is clean, flat and of a sufficient size to accommodate a new neighborhood.
Figure 1.4 Existing Conditions and Topography
D. PLANNING CONTEXT

Daly City General Plan 2030
The Precise Plan update is consistent with the goals and policies of the 2030 Daly City General Plan (amended with the 2015 Housing Element) and the latest draft of the 2023-2031 Housing Element.

Faculty and Staff Housing
On Parcel A is a 122-unit housing project built for and occupied by JUHSD faculty and staff, completed in 2022 and zoned Planned Development PD-31A. The Faculty and Staff housing was entitled under the PD-31 Precise Plan by General Plan Amendment GPA-9-18-13666 and Zone Change ZC-9-18-13662.

Inclusionary Housing Ordinance
One of the City’s housing goals is to encourage the development of housing that is affordable to both renters and owners, and for households of all income levels. The Inclusionary Housing Ordinance identifies requirements for the provision of affordable housing as part of new housing development in the City. The residential development within the Plan Area will provide affordable housing as required by ordinance and per the Serramonte Del Rey Precise Plan Development Agreement and Affordable Housing Agreement.

Municipal Ordinance
The Daly City Municipal Code designates the Plan Area as a “Planned Development District (PD-31B)” A Planned Development district allows various types of development such as neighborhood shopping centers, professional and administrative areas, commercial service centers, industrial parks, single-family, multi-family residential, or a combination of any of the above-mentioned uses.

Uses in a planned development district shall be permitted based on the general category of uses identified in the Precise Plan. General provisions for a planned development that apply to the Precise Plan are established in Section 17.28.020 of the Municipal Code.

1985 Precise Plan (PD-31)
The 1985 Precise Plan extends from Hickey Boulevard at the south to Serramonte Boulevard at the north. The 1985 Precise Plan envisioned two phases of development with the closure of the Jefferson Union High School. The first phase of housing, office and Summit Shasta Charter High School was developed south of the existing high school. The remainder of the 22-acre second phase of permitted development of the 1985 Precise Plan has not been realized and is the subject of this Precise Plan Update.

The provisions of the 1985 Precise Plan continue to govern the southern part of the PD31 Precise Plan.
2. Vision and Goals

A. VISION

Experience

The Serramonte Del Rey Precise Plan enables the transformation of a 22-acre, former high school site with outdated facilities and surface parking to become the home of future residents who will experience:

- A new walkable, bikeable and family-friendly residential neighborhood with tree-lined streets;
- The convenience and activity of local retail and café life;
- A collection of parks, open spaces and recreational trails for use by all ages;
- Architecture for modern living, with amenities and contemporary, sustainable design;
A diverse residential neighborhood that includes units affordable to low and very low income levels;

Access “a moment away” to Daly City’s coastal bluffs overlooking the Pacific Ocean from Highway 1 and Skyline Boulevard;

Scenic views to San Bruno Mountain and the San Francisco Bay;

A highly accessible location with direct transportation and transit access to major job centers in San Francisco and along the San Mateo Peninsula;

Regional shopping and Gellert Park within walking distance

One of the world’s best climates, with the beautiful, diverse ecology of a coastal zone and a Mediterranean climate with mild, wet, frostless winters and cool summers.

**Illustrative Plan**

Figure 2.1 is an illustrative plan of the build-out of the plan area, featuring neighborhood-serving retail, public gathering spaces and residential development linked together by a network of pedestrian-scale tree-lined streets. Main features of the plan are:
**Mixed-Use Main Street.** Entry Drive is the plan area’s Main Street and entrance to the neighborhood, extending from the intersection of Serramonte Boulevard and Highway 1 ramps to the Central Green on North Drive. On the east side of the street is a mixed-use commercial and residential development with ground floor retail uses. This lively area features uses such as a café and retail shops opening onto tree-lined gathering spaces with outdoor seating. The activity generated during the days and evenings will provide an attractive and welcoming environment for residents, visitors, and surrounding neighbors, visible along Serramonte Boulevard and from travelers entering and exiting from Highway 1.

**Housing Shapes Public Spaces.** The streets are lined with residential buildings organized around the Central Green, an urban park at the heart of the neighborhood. Buildings vary from four to seven stories around the Central Green. Up to two 14-story towers are permitted. The buildings are to be of contemporary, high quality architectural design. Design standards shape an attractive pedestrian oriented streetscape experience, with attention to ground floor, podium, and tower building massing. Buildings are designed as courtyard housing, each with an internal landscaped courtyard at grade or above a parking podium. Where a building is adjacent to public Hillside Area open space, the courtyard space opens to connect to the surrounding open space visually and physically.

**Pedestrian-Scale Neighborhood.** The Plan Area is organized into walkable, pedestrian-scale streets and city blocks, each with a different character. Entry Drive provides a transition from the higher vehicle volumes on Serramonte Boulevard to quieter neighborhood streets. North Drive extends east and west along the Central Green with East Drive and West Drive wrapping around the Central Green so every street in the plan is accessible to this neighborhood park. North Drive and East Drive are local connector streets that prioritize pedestrians and cyclists with protected bike lanes and large street trees. West Drive is a narrower neighborhood.

Entry Drive will provide a landscaped entry into the neighborhood.
street with individual ground floor unit entries or residential stoops. Three access ways provide access to residential parking, Overlook Park, wooded hillside areas, the eastside recreational pedestrian/bike trail and westside walking path. At the south entrance to the Plan Area is a landscaped roundabout providing a traffic-calmed entrance to the neighborhood.

**Bike and Transit Access.** The neighborhood is safe and convenient for bicycling with connections to existing and planned Daly City bicycle routes to local destinations such as Serramonte Main Branch library, Gellert Park and Serramonte Shopping Center. Transit users have direct access to frequent SamTrans bus service to BART, Skyline College and other city and regional destinations with SamTrans bus stops at the intersection of Serramonte Boulevard and Entry Drive.

**Diversity of Housing.** Affordable and market rate rental housing are mixed throughout the site. Parcel A’s 122 units of affordable housing for JUHSD Faculty and Staff is approved and constructed, at the corner of Serramonte Boulevard and Entry Drive. Parcel C proposes up to 150 units of affordable housing development serving households with low and very low incomes, including the intellectually disabled.

---

1. The Plan proposes to build a total of 152 units, including 150 affordable units and 2 units that are manager units in two buildings on Parcel C.
Figure 2.1 Illustrative Plan
Neighborhood Parks, Trails and Open Space. The plan features three publicly accessible parks and a loop trail, with walking and biking along the east hillside and walking along the west hillside. The Central Green features a tree-shaded plaza at Entry Drive and a crescent shaped meadow enclosed with oak and evergreen trees. The park is visible and accessible to residents and visitors, with active and contemplative spaces. Overlook Park, in the northeast corner of the Plan Area, is a children-friendly park with community garden, terraced seating, play, and turf areas for family use. Overlook Park will have filtered views through hillside trees of Daly City, San Bruno Mountain, and the San Francisco Bay. South Point Park, at the southern entrance to the plan area, provides a passive recreational landscape and trail linking the western and eastern hillsides together.

Urban Parking. Parking for residential and retail uses is “right-sized” based on actual demand. Parking is in secure garages and screened from view from neighborhood streets by building frontages or landscape. On-street parking on private streets and accessways serves residents, retail customers, visitors and neighborhood public spaces. Curbside pick-up and drop-off for Head Start is located along South Access Way.

Together, these features shape a walkable, bikeable, safe, family-friendly neighborhood with a shopping street, parks, and nature trails, with several venues for outdoor gatherings and recreational activities. Development will be built out over time and may not match the illustrative plan precisely.
**B. PLAN GOALS**

The following goals shaped the master plan and are to guide development in the Plan Area:

**B.1 Create an Active Neighborhood**
Redevelop the existing underutilized site into a family-friendly, cohesive neighborhood with activities that all ages can enjoy, from cafes and retail to recreational trails and parks that can accommodate a range of play and other activities.

**B.2 Promote Housing Equity**
Address the housing shortage in Daly City by exceeding the number of units and depth of affordability required by the City’s below market rate (BMR) rental housing requirement. At final build-out of the dwelling units within the Plan Area, not less than 20% of all dwelling units constructed within the Plan Area shall be Affordable Units, with approximately 6.5% of dwelling units leased to Moderate Income households, and 13.5% of all dwelling units leased to Low Income households. Twelve (12) of the Low Income household Affordable Units shall be leased to households with not more than 23% of AMI. The balance of units will be market rate rental housing on parcels B, D, E and F.
B.3 Preserve Head Start
Provide a place to relocate the existing Head Start facility currently on the site, to ensure a long-term home on-site for the preschool. Accommodate Head Start’s program needs for a facility with two classrooms, outdoor play areas, and parking. The District is committed to supporting Head Start’s effort to fundraise for the buildout of their new facilities.

B.4 Provide Innovative Housing Design
Drawing upon successful projects elsewhere in San Mateo County, accommodate different “types” of buildings, varying in efficiency, parking configuration, ground floor activity and construction technology. Wrap housing around courtyards for efficiency and livability to create attractive urban living.

B.5 Promote Sustainability
Ensure a green and healthy environment for families and our community by planning for green buildings with sustainable, energy efficient and resource conserving operations and performance. Design and construct buildings to reduce our carbon footprint and ensure healthy indoor air quality. Buildings will have roof top solar panels, electric vehicle charging stations, water conservation, waste management, alternative transportation options and green materials that meet or exceed state and local green building requirements. Landscapes will feature storm water treatment gardens, drought tolerant landscapes, street trees to reduce heat island effects, and pedestrian-oriented design.

B.6 Fit Hillside Context
Buildings are located in a hillside setting with existing mature trees and supplemental tree planting that will screen views from Serramonte Boulevard and Callan Boulevard. Residential towers are set back from Serramonte Boulevard and oriented east-west to reduce visual prominence for uphill neighbors.
B.7 Provide Active Transportation
Design for active transportation and healthy living. The Precise Plan’s streets are designed for daily exercise as walkable and bikeable streets. These “complete streets” advance Daly City’s Vision Zero program to reduce pedestrian traffic fatalities to zero.

B.8 Right-size Parking
“Right-size” the supply of parking in relation to parking demand, based on best planning and engineering practices used in places similar to Daly City. Parking can be provided on-site for residents, guests, and retail customers to avoid “overflow” parking in nearby neighborhoods. Use Transportation Demand Management (TDM) strategies to ensure adequate parking for all users.

---

2 See Development Agreement for off-site improvements, including pedestrian and bike improvements to the Serramonte Boulevard and Highway 1 ramps intersection.
The open space network will include a recreational trail.

**B.9 Connect to Nature**

Provide diverse, accessible neighborhood park and open spaces for residents and visitors to connect to nature. Create recreational trails open to the public, as well as a series of private and common open spaces available to residents.

**B.10 Ensure Long-term Financial Stability for the School District**

Plan, design, construct and maintain residential development, park spaces and infrastructure for long-term lease revenues to ensure financial stability of the District.
This chapter establishes Objective Development Standards for the Plan Area. All development planned within the Plan Area are required to adhere to standards for Planned Development Zone PD-31B as contained in this chapter. When these Objective Development Standards conflict with other sections of the Zoning Ordinance, these standards shall prevail only to the extent of the conflict. Where these planned development standards do not provide regulations, the Zoning Ordinance shall apply as to the most similar land use or standard. Definitions of terms are located at the end of this chapter.

1 The Zoning Ordinance provisions that apply shall be those consistent with the Development Agreement, including without limitation its covenants concerning vested rights and, notwithstanding anything provision herein, nothing in the PD-31 zoning is intended to supersede the Development Agreement.

### A. LAND USE AND URBAN DESIGN

This section establishes objective development standards for land use and urban design comprised of parcelization, permitted land use, use permits, prohibited uses, development density, building heights, street frontages, ground floor uses and setbacks.
A.1 Parcelization
The 22-acre Precise Plan Area is subdivided into six development parcels A through F organized by a street grid into six blocks, per Figure 3.1 Parcelization Plan. Publicly accessible private streets are separate parcels. Publicly accessible private access easements are as follows:

- Access Drive West between Parcel A and Parcel F
- Access Drive North between Parcel B and Parcel D
- Access Drive South between Parcel C and Parcel D

Parcels can be further subdivided to create lots so long as uses remain consistent with the land use requirements of the Precise Plan and the provisions of the 2023 Daly City subdivision ordinance.

2 And two zero-square-foot lots, C’ and F’ may be expanded during implementation of the project via a lot line adjustment or other administrative process so long as the expanded parcel complies with all development standards in the Precise Plan, including without limitation minimum lot size requirements.

3 For parcels and access easements please see Tentative Map exhibits.

A.2 Permitted Uses
The General Plan Land Use designation for the Precise Plan Area is Commercial - Mixed Use (C-MU) as shown in Figure 3.2 Precise Plan Land Uses.

Table 3.1 Permitted Uses establishes uses permitted by right as part of Planned Development Zone PD-31B.
Note: Lot C’ is zero-square-foot lot within Parcel C and Lot F’ is zero-square-foot lot within Parcel F, see note 3, Table 7.1 for implementation of zero-square foot lots.
Figure 3.2 Precise Plan Land Uses

Note: Lot C’ is zero-square-foot lot within Parcel C and Lot F’ is zero-square-foot lot within Parcel F; see note 3, Table 7.1 for implementation of zero-square foot lots.
### Table 3.1 - Permitted Uses

<table>
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<tr>
<td>Accessory dwelling units as permitted by the California Government Code</td>
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<tr>
<td>Apartment buildings meeting the density prescription contained herein</td>
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<td>Townhouses (^4)</td>
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<td>Live work dwelling units (^5)</td>
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<table>
<thead>
<tr>
<th>Commercial Uses (^6), (^7), (^8)</th>
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<tbody>
<tr>
<td>Athletic clubs and health studios</td>
</tr>
<tr>
<td>Assembly uses, including churches, lodges, and social and meeting halls</td>
</tr>
<tr>
<td>Business and trade schools</td>
</tr>
<tr>
<td>Childcare facilities, day care centers, and play gyms</td>
</tr>
</tbody>
</table>

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4. Three story walk-up apartment townhouses are permitted as part of a multi-family residential of at least four stories on any parcel. Up to 15 walk-up apartment townhouses are permitted on a single parcel, not to exceed a maximum number of 40 walk-up apartment townhouses for the plan area.

5. Live-work units combine residential and non-residential uses. Live-work units require business owner occupancy of the unit and that no less than 50 percent of the floor area is workspace. Live-above is permitted, where residential living space is above the workspace, including a separation between the two uses, so that the commercial section can be independently leased out for limited use. Occupants of a live-work unit are required to maintain either a Daly City business license, or a Home Occupation Permit per City code requirements, and as permitted by San Mateo County, such as a microenterprise home kitchen operation. Live-work uses are not included in retail/commercial floor area limits.

6. The uses prescribed in this list shall be permitted when proposed within a building containing residential uses that meet the density prescription identified in this ordinance. They shall not be permitted in freestanding buildings.

7. Other commercial uses not listed here can be permitted at discretion of the Planning Manager.

8. When a use is not specifically listed, it shall be assumed that when the unlisted use is similar to or less objectionable than a permitted use, such use shall be permitted in the district to the same requirements of the most similarly listed use. Otherwise, the use shall be presumed to be not allowed.
### Table 3.1 - Permitted Uses

<table>
<thead>
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<th>Category</th>
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<tbody>
<tr>
<td><strong>Food sales on a temporary basis</strong></td>
<td>Including farmer’s markets and food truck sales where such uses are conducted on hardscape surfaces and do not displace any existing parking space</td>
</tr>
<tr>
<td><strong>Offices use</strong></td>
<td>Including professional office, medical and dental office, and medical clinics</td>
</tr>
<tr>
<td><strong>Veterinarian offices</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Personal service uses</strong></td>
<td>Including nail and hair salons, massage businesses where employees are licensed by the State of California</td>
</tr>
<tr>
<td><strong>Restaurants</strong></td>
<td>That do not provide a drive-through window</td>
</tr>
<tr>
<td><strong>Retail uses</strong></td>
<td>Including retail sales of beer, wine and distilled spirits. Where less than 50 percent of the store stock retail value is such products</td>
</tr>
<tr>
<td><strong>Seasonal temporary uses (e.g. Christmas store)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Community Service Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Community center, library</td>
<td></td>
</tr>
<tr>
<td><strong>Public Utility and Public Service Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Pumping stations, public utility buildings</td>
<td></td>
</tr>
</tbody>
</table>
A.3 Use Permit
Table 3.2 establishes uses that are permitted with a Use Permit in the PD-31B zone.

<table>
<thead>
<tr>
<th>Table 3.2 - Uses Permitted with a Use Permit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Use Permit</strong></td>
</tr>
<tr>
<td>At the Community Garden at Overlook Park on Parcel B, a Use Permit is required to replace the Community Garden with park and open space uses, including active and passive recreation, landscaping and structures incidental to such use. The City shall issue a use permit if the applicant demonstrates substantial evidence the Community Garden is not being substantially utilized, is being misused by any members of the community, or has otherwise become infeasible to operate.</td>
</tr>
</tbody>
</table>

A.4 Prohibited Uses
Table 3.3 establishes uses that are not permitted in the PD-31B zone.

<table>
<thead>
<tr>
<th>Table 3.3 - Prohibited Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Residential Uses</strong></td>
</tr>
<tr>
<td>Single-family attached or detached residential uses, and other similar uses, that do not meet the density prescription contained herein.</td>
</tr>
<tr>
<td><strong>Commercial Uses</strong></td>
</tr>
<tr>
<td>Retailers where more than 10 percent of the retail value of the store stock are firearms, such as handguns and long guns, in an open shopping format, or firearm parts, or any business that engages in the repair of firearms and/or firearm parts.</td>
</tr>
<tr>
<td>Retail sales where 50 percent or more of the store stock retail value is products that are beer, wine, and distilled spirits.</td>
</tr>
<tr>
<td>Retailer sales where 50 percent or more of the store stock retail value is products containing tobacco, electronic cigarettes, personal vaporizers, or electronic nicotine delivery systems.</td>
</tr>
<tr>
<td>Vehicle or equipment rental and vehicle storage.</td>
</tr>
<tr>
<td>Car wash and detailing shops.</td>
</tr>
<tr>
<td>Manufacturing uses.</td>
</tr>
<tr>
<td>Restaurants and any other uses providing a drive-through window.</td>
</tr>
<tr>
<td>Service stations, including operational and physical expansions thereto.</td>
</tr>
</tbody>
</table>
A.5 Development Density

Residential
A.5.1 Maximum residential units permitted on each parcel are shown in Table 3.3 Permitted Residential Density by Parcel. The sum of the total residential units developed on all parcels A-F shall not exceed 1,235 units. Any two of parcels D, E and F may be developed with high-rise buildings up to 14 stories up to parcel maximums. There is no maximum residential density in dwelling units/acre.

A.5.2 The minimum residential density for any parcel shall be 45 dwelling units/acre and minimum density for the Precise Plan area overall shall be no less than 60 dwelling units per acre.

A.5.3 Minimum lot size shall be 10,000 square feet. Minimum lot width shall be 25 feet.

A.5.4 For the purpose of calculating minimum residential density, land area shall include the building and covered parking area of a parcel not including park, open space, private streets, private accessways, paths and trails, setbacks and hillsides with slopes greater than three percent.

Commercial
A.5.5 Parcels may provide retail/commercial square footage on the ground floor up to the maximum in Table 3.3, however the total retail/commercial square footage for the overall buildout of the Plan Area is limited to 14,000 sq.ft.

Table 3.4 Permitted Density By Parcel presents the maximum allowed density per parcel and the minimum residential density per parcel and the minimum density for the overall plan area. Calculation of minimum density for the plan area is the sum of net land areas of Parcels B, C, D, E, F and excludes Parcel A. These are maximums by parcel, buildout can be up to these limits.

---

9 The Tentative Map includes Parcels A-F. It also includes, and these development standards authorize, two zero-square-foot lots that allow for the subsequent establishment of developable sub-parcels, providing the parcel developers with flexibility during project buildout (e.g., allowing for separate estates in land, buildings, or portions thereof). The sub-parcels do not expand the site density beyond maximums established in the Precise Plan. The approval of any sub-parcels shall be processed administratively by City staff (unless exempt under applicable law), and any proposed sub-parcel must comply with all objective development standards in the Precise Plan, including without limitation minimum lot size requirements.
Table 3.4 - Permitted Density By Parcel

<table>
<thead>
<tr>
<th>Parcel Number</th>
<th>Maximum Residential Units Allowed Per Parcel</th>
<th>Maximum Retail/Commercial Square Footage Per Parcel</th>
<th>Minimum Residential Density or Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel A</td>
<td>122</td>
<td>0</td>
<td>122</td>
</tr>
<tr>
<td>Parcel B</td>
<td>210</td>
<td>6,000 sq.ft.</td>
<td></td>
</tr>
<tr>
<td>Parcel C</td>
<td>152</td>
<td>8,000 sq.ft.</td>
<td></td>
</tr>
<tr>
<td>Parcel D</td>
<td>270</td>
<td>8,000 sq.ft.</td>
<td></td>
</tr>
<tr>
<td>Parcel E</td>
<td>330</td>
<td>8,000 sq.ft.</td>
<td></td>
</tr>
<tr>
<td>Parcel F</td>
<td>400</td>
<td>8,000 sq.ft.</td>
<td></td>
</tr>
</tbody>
</table>

*Parcel C is permitted to build up to 2,800 sq. ft of daycare center facilities within its allotment of retail/commercial square footage.

45 DU/AC per parcel
60 DU/AC for the plan area
The Table 3.5 Anticipated Development summarizes the anticipated number of housing units and square feet of floor area at build-out for each parcel within the Plan Area. These numbers may be less than the total capacity of each site.

<table>
<thead>
<tr>
<th>Parcels</th>
<th>Area (Acres)</th>
<th>Housing Units</th>
<th>Retail / Commercial</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel A</td>
<td>3.68</td>
<td>122</td>
<td></td>
<td>1,000 sq.ft. (existing Comcast facility)</td>
</tr>
<tr>
<td>Parcel B</td>
<td>4.26</td>
<td>201</td>
<td></td>
<td>6,000 sq.ft.</td>
</tr>
<tr>
<td>Parcel C</td>
<td>1.93</td>
<td>152</td>
<td></td>
<td>2,800 sq.ft. (relocated Head Start facility)</td>
</tr>
<tr>
<td>Parcel D</td>
<td>2.83</td>
<td>188*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parcel E</td>
<td>2.99</td>
<td>290*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parcel F</td>
<td>3.99</td>
<td>282*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Development</td>
<td>19.59</td>
<td>1,235</td>
<td>14,000 sq. ft.</td>
<td></td>
</tr>
<tr>
<td>Street Parcels within Plan Area***</td>
<td>2.59</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Development</td>
<td>22.16</td>
<td>1,235</td>
<td>14,000 sq.ft.</td>
<td>3,800 sq.ft.</td>
</tr>
</tbody>
</table>

(*) Denotes parcels with high-rise building potential (up to 14 stories). Only two of these three parcels may be developed with high-rise buildings. This table includes an assumption that Parcel D and Parcel F will be developed with high-rise residential buildings, but during implementation the high-rise location may be transferred to Parcel E from either Parcel D or F. In any case, the overall buildout of the Plan Area is limited to 1,235 residential units.

(**) Denotes parcels that may provide retail/commercial square footage on the ground floor in addition to 6,000 sq.ft. assumed for Parcel B. Each of these parcels may or may not build commercial square footage on the ground floor; in any case, the total retail/commercial square footage for the overall buildout of the Plan Area is limited to 14,000 sq.ft.

(***) Does not include the 2.59 acres of “Lot 3” on the Tentative Map, comprised of West Drive south of Parcel E, the roundabout, and Campus Drive south to Hickey Boulevard.
A.6 Building Height
Permitted building height for the Plan Area is shown in Figure 3.3 Building Heights. For Parcels A, B, C, D, E and F, the height limit for a podium shall be 90 feet, and for Parcels D, E and F the height limit for a tower shall be 150 feet. Buildings can be any height up to these limits, provided the project meets the minimum density standard set forth herein. Townhouses shall be constructed with a minimum three-story building height. Multi-family buildings shall be constructed with a predominant building height of a four-story minimum. Stepbacks are required at 65 feet in height, with locations as shown on Figure 3.3 Building Heights. Exceptions to the height limit are:

A.6.1 Ornamental architectural features, such as turrets, parapets, corner towers, or other accentuating features.

A.6.2 Mechanical and roof-mounted elevator core equipment up to a maximum of 18 feet above maximum height, provided their combined coverage does not exceed 30% of building roof area. Equipment less than four feet above maximum height is exempt from the coverage calculation.

A.6.3 Architectural and landscape screening designed to conceal mechanical and roof mounted equipment.

A.6.4 Sustainability elements, such as photovoltaic cells, small-scale wind turbines suitable for residential development, storm water catchment / treatment equipment, solar water heating equipment.

A.6.5 Enclosed amenity spaces to a height of 12 feet where roof is designed as an accessible outdoor common area if coverage of enclosed amenity space is no more than 30 percent of building roof area.
Figure 3.3 Building Heights

- Parcel lines
- Allowable Height*
- Step back at 65'

*Allowable height up to 90 feet for podium level and up to 150 feet for residential tower.
A.7 Street Frontage

The Precise Plan utilizes build-to lines to define urban street and park frontages for buildings. Figure 3.4 Street Frontages indicates the location and percentage of building walls required to be located at a build-to line. A build-to line sets the location of the primary building wall. Table 3.6 Location of Build-to Line for Parcels specifies the distance in feet of the build-to line from a parcel boundary. Together, these standards set the location and street wall for buildings throughout the neighborhood.

Building frontage standards are:

A.7.1 The building frontage on all parcels shall comply with the percentage of building that is required to be aligned along the build-to-line, as shown in Figure 3.4.

A.7.2 The primary wall of a building shall align with the build-to line. The primary wall can be located up to 6 feet from a build-to-line. Ground floor building frontages may be recessed from the build-to line.

A.7.3 Balconies and other projections above 16’ from ground level may encroach across the build-to line up to 6 feet, provided such projections meet Building and Fire Codes, and do not interfere with underground infrastructure.

A.7.4 Building entry canopies, arcades, and galleries with a height no greater than 16 feet may encroach up to 15 feet across the build-to-line.

A.7.5 Stairs to podium level courtyards overlooking parks, stoops, and appropriate fencing can encroach up to 10’ on the park side of a build-to line.
Chapter 3: Objective Development Standards

Serramonte Del Rey Precise Plan

Figure 3.4 Street Frontage

Parcel lines
Easement
60% of building is required to be build-to-line
<table>
<thead>
<tr>
<th>Parcel</th>
<th>Frontage</th>
<th>Build-to Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Entry Drive</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Access Drive West</td>
<td>N/A</td>
</tr>
<tr>
<td>B</td>
<td>Entry Drive</td>
<td>Varies from 7.5 feet to 28 feet from north to south</td>
</tr>
<tr>
<td></td>
<td>North Drive/Access Drive North</td>
<td>43 feet</td>
</tr>
<tr>
<td>C</td>
<td>East Drive</td>
<td>2 feet</td>
</tr>
<tr>
<td></td>
<td>Access Drive South</td>
<td>25 feet 9 inches</td>
</tr>
<tr>
<td>D</td>
<td>East Drive</td>
<td>6 feet</td>
</tr>
<tr>
<td></td>
<td>Access Drive North</td>
<td>40 feet</td>
</tr>
<tr>
<td></td>
<td>Access Drive South</td>
<td>40 feet</td>
</tr>
<tr>
<td>E</td>
<td>East Drive</td>
<td>14 feet</td>
</tr>
<tr>
<td></td>
<td>West Drive</td>
<td>10 feet</td>
</tr>
<tr>
<td></td>
<td>West Drive (southside)</td>
<td>15 feet (setback measured from Public Access Easement)</td>
</tr>
<tr>
<td></td>
<td>Central Green</td>
<td>10 feet (setback measured from Public Access Easement)</td>
</tr>
<tr>
<td>F</td>
<td>West Drive</td>
<td>10 feet</td>
</tr>
<tr>
<td></td>
<td>Access Drive West</td>
<td>40 feet</td>
</tr>
</tbody>
</table>
A.8 Ground Floor Use

The distribution of ground floor uses is essential to creating an active pedestrian environment. Figure 3.5 Ground Floor Use identifies the location, type and orientation of ground floor uses by parcel for the Plan Area. Five types of ground floor uses are defined as follows:

A.8.1 Mixed Use. This requires retail, café, and restaurant uses with outdoor dining, building entries, residential lobbies, commercial or community uses that attract pedestrian activity with physical and visual access to and from the adjacent sidewalk.

A.8.2 Active Residential Use. Ground floors shall have one or more of the following: commercial or community uses; main building entry, residential lobby, residential amenity spaces, and individual ground floor residential unit entrances. Ground floor residential unit entrances shall be accessible units at grade or elevated ground floor units with transitional space such as a stoop or porch not greater than five feet in height above grade.

A.8.3 Residential Use. This requires ground floor residential use, such as residential units without individual unit entries accessible from the street (which can have a back porch, garden, or patio), or other residential use, and excludes parking, loading and services areas.
Figure 3.5 Ground Floor Use

Notes:
1. All buildings on Parcels B, C, D, and F are required to provide direct access to adjacent hillside open space from ground floor level and/or podium level.
2. One parking structure is permitted on Parcel F. If a parking structure is provided, the ground floor uses on West Drive shown in this diagram are not required if the parking structure frontage provides ground floor uses such as bicycle parking, bike share stations, information kiosks for transportation options or other active uses.
A.8.4 Parking, Loading and Service Use. The location for parking, loading and service uses fronting streets, yards and accessways which are not permitted elsewhere.

A.8.5 Required Street Frontage. Where Mixed-Use, Active Residential Use, and Residential Use frontages are required:

- No more than one 24’ wide vehicle access driveway or two 12’ wide vehicle access driveways are permitted. Loading docks are not permitted at active ground floor use frontages.
- Blank walls or walls opening to structured parking areas at the ground floor are limited to 30’ maximum.
**A.9 Setbacks**

The perimeter of the Plan Area shall have the following setbacks along neighboring properties or street right-of-way. These are minimum setback dimensions.

<table>
<thead>
<tr>
<th>Location</th>
<th>Setback</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Perimeter Property Line</td>
<td>20 feet from Serramonte Boulevard</td>
</tr>
<tr>
<td>East Perimeter Property Line</td>
<td>75 feet from Callan Boulevard</td>
</tr>
<tr>
<td>South Perimeter Property Line</td>
<td>Parcel C: 7.5 feet</td>
</tr>
<tr>
<td></td>
<td>Parcel E: 10 feet from pedestrian public access easement</td>
</tr>
<tr>
<td></td>
<td>Parcel F: 40 feet</td>
</tr>
<tr>
<td>West Perimeter Property Line</td>
<td>30 feet</td>
</tr>
<tr>
<td>Within a parcel</td>
<td>Minimum separation between buildings shall comply with local and state building codes.</td>
</tr>
<tr>
<td>Side yard</td>
<td>6 feet up to 90 feet in height, 10 feet above 90 feet in height.</td>
</tr>
</tbody>
</table>

**B. ARCHITECTURAL DESIGN**

Buildings conforming to the architectural design standards will visually and functionally fit and contribute to the pedestrian-oriented urban realm of the Plan Area. Architectural design standards define the architectural character, form and function of buildings including building massing, façade composition, architectural details, materials, color, and sustainability features.

**B.1 Architectural Character**

Architectural character is the appearance of a building created by its form, function, construction technology and visual features.

**B.1.1** Buildings shall be of high quality, contemporary architectural design. Contemporary architectural design is 21st century design: it reflects current trends in architecture. Contemporary architectural design does not adhere to a particular style of set of standards; rather, it seeks to distinguish itself from the past by incorporating the latest innovations in building technology and design.

**B.1.2** Buildings shall not directly reference historic architectural styles or use materials associated with specific periods or styles.
B.1.3 Building shall not use terracotta tile roofing, mansard roofs, asphalt roof tiles or shingles.

B.1.4 Ribbon windows and flat building facades shall not be permitted.

B.1.5 Auto-oriented ground floor building design, such as continuous, open to the street, at grade covered parking spaces and extended curb cuts, shall not be permitted.

**Proportion**

Proportion is the correspondence of the size of building elements to human scale, to each other and to the whole building, thus creating a balanced, harmonious composition of elements that achieve a visually coherent architectural aesthetic related to scale of human experience.

B.1.6 The size of the pedestrian, podium and tower levels shall be in proportion to one another.

B.1.7 Visual discord due to the mixing of too many differently shaped and sized building elements, forms, colors, or textures, shall not be permitted.

B.1.8 Random, oversized building elements shall not be permitted.

B.2 Building Massing

Building massing is the three-dimensional configuration of a building's size and shape. Vertically organized massing standards for pedestrian, podium and skyline levels are:

**Pedestrian Level**

B.2.1 To create a pedestrian level setback for active uses with occupied floor above, pedestrian level façade setbacks from the build-to-line shall not exceed 10 feet.

B.2.2 Where Active Uses or Required Building Entry, Lobby or Residential Amenity Space uses are required, the minimum floor-to-floor height for the ground floor shall be no less than 14 feet where there is amenity space.

Tall ground floor level provides differentiation from floors above.
Podium Level

B.2.3 Podium level building massing shapes the spatial definition of the public realm. Building street walls up to 90 feet are considered the podium level.

B.2.4 The first one to three levels of all buildings shall be differentiated from the upper floors to provide a visual support for the floors above. They shall have high quality materials appropriate for a pedestrian environment.

B.2.5 Stepbacks are required as shown on Figure 3.3, Building Heights. Where required, stepbacks shall be no higher than 65 feet above grade with the building set back no less than six feet from the street wall.

Tower Level

B.2.6 The tower, or skyline level consists of all building levels above 90 feet from grade. The skyline level contributes to the visual identity of the Plan Area.

B.2.7 Tower massing shall extend to ground level to visually anchor the tower to the ground.

B.2.8 Towers extending to ground shall be set back 10 feet minimum from the build-to line.

B.2.9 Towers shall be oriented in an east-west direction to minimize impacts to views from residences along Saint Francis Boulevard.

Figure 3.6 Podium Level and Skyline Level Massing

B.2.10 Each tower shall not exceed a massing envelope of 240 feet long by 150 feet wide, as shown in figure 3.6.

B.2.11 A minimum separation of 60 feet shall be provided between any two towers or portions of skyline level building massing.

B.2.12 Towers are not permitted adjacent to the central open space.
B.3 Façade Composition

Facade composition is the arrangement of architectural elements of the exterior of a building to shape a harmonious, public human scale experience.

Façade Modulation

B.3.1 Long continuous facades that extend the length of a parcel or city block shall not be permitted. Buildings over 100 feet in width shall provide vertical breaks in building massing in the form of projections and recesses to reduce the overall scale of the building.

B.3.2 Occupiable projections, such as balconies or bay windows, are permitted to project up to six feet from building face above streets and open spaces above the pedestrian level, in accordance with the City’s Building and Fire Codes. The recess or projection shall be a minimum of 3 feet in depth.

B.3.3 The façade shall be divided into segments of 30 to 60 feet in width, as shown in figure 3.7, using one or more of the design approaches below:

- Vertical shifts
- Balconies or bay windows
- Corner expression
- Volumetric recesses (including balconies)
- Volumetric projections
- Change of Material: to achieve modulation by a change of material, the material change must occur for at least 20% of the façade and must change in plane at least 18 inches in depth from the facade.

**Fenestration**
Fenestration is the arrangement of the location, grouping and scale of windows and doors as part of the wall system that comprises the façade of a building.

**B.3.4** Building fenestration shall incorporate recessed and/or projecting window bays, balconies, canopies, and architectural elements, contrasting surfaces, and/or a rhythm to the building’s light and shadow.

**B.3.5** Avoid featureless expanses of fenestration that eliminate a sense of human scale.

**Blank Facades**
A blank façade is a building wall without any windows or doors and is a featureless expanse with no variation in plane in terms of horizontal and vertical projections, openings or change in materials.

**B.3.6** Ground floor blank facades at building walls facing public spaces or streets greater than 50 feet shall not be permitted.
B.3.7 At the ground floor, blank facades longer than 50 feet shall provide landscaping, public art, or architectural relief with design interest to the satisfaction of the Planning Division.

**Ground Floor Design**

B.3.8 Transparent windows, storefronts, show windows, building entries, dwelling entries, and/or other active uses shall be placed along street and public open space frontages, as required in the Ground Floor Active Frontage standards.

B.3.9 Doors or sliding windows shall be used by ground-floor restaurants, eating and beverage services to enable outdoor dining along sidewalks and plazas.

**B.4 Windows and Doors**

The selection, design and proportion of windows and doors highly influence the appearance of a building.

**Entries**

B.4.1 Buildings shall have identifiable main entrances that are directly visible and accessible from public rights-of-way. An entry canopy, recessed building volume, a sculptural volume, change in scale or identifiable architectural treatments are acceptable features.

B.4.2 In mixed-use buildings, residential entries are to be differentiated from commercial entries.

B.4.3 Pedestrian seating and bicycle parking shall be located near building entrances.

**Windows**

B.4.4 Upper story windows shall provide architectural details, such as sills, or lintels, that recess or project from the facade.

B.4.5 Reflective glazing is not permitted.

B.4.6 Non-reflective coatings, low-emissivity glass, external shade devices and other elements shall be used.
**B.5 Materials and Color**

Materials and color play a powerful role in creating the visual experience of a building. For the exterior of buildings:

**B.5.1** Building materials, colors and finishes shall be coordinated to create a visually harmonious color palette appropriate for a family-oriented residential neighborhood, consistent with contemporary building design.

**B.5.2** High quality building materials and architectural detailing, with a preference for natural materials at the ground level, shall be used where people directly experience buildings.

**B.5.3** Changes in color, texture or materials shall be used to differentiate architectural elements and building massing.

**B.5.4** Monolithic use of color, where an entire building is one color or tone shall not be permitted.

**B.5.5** Garish, or discordant use of color shall not be permitted.

---

**C. PARKING AND LOADING**

**C.1 Parking Ratios**

**C.1.1** The following parking ratios are currently anticipated for Parcels B through F:

- The parking ratio for residential units is zero to 1.5 spaces per dwelling unit.
- The Applicant may increase parking above the foregoing ratio if supported by a parking analysis prepared by a qualified traffic engineer.
- By way of example, at Parcel C, if the parking ratio for the affordable housing is 0.5 parking space per dwelling unit, such is permissible because it falls within the foregoing range of parking ratios.

---

10 The City finds that all parking standards that differ from the Daly City municipal code are designed and necessary to maintain the unity or livability of the Project.

11 Per AB-2097, cities can no longer impose minimum parking requirements on new developments within a half-mile of major public transit stops, for which the Serramonte Del Rey Neighborhood qualifies. The state legislation does not prevent property owners from building parking and Applicant anticipates providing the appropriate amount of parking that balances the supply and demand generated for the proposed project, based upon Applicant’s analysis. These regulations shall explicitly not require a maximum number of parking spaces for any use.

12 This may vary, based on AB-2097, see C.1.3.

13 Parking ratios are based on current conditions and assumptions. The City and JUHSD acknowledge that future parking demand will be in considerable flux over the lifetime of the Development Agreement, and may increase or decrease significantly. The intent of this approach is to provide adequate parking within the Precise Plan area based on demand as determined by a parking analysis study provided at the Applicant’s discretion that will be based on objective analysis by a qualified traffic engineer demonstrating reductions to parking impacts to on-street parking in the surrounding neighborhood.
ment of Parcel C may provide parking at a parking ratio up to 1.5 spaces/unit. To the extent parking is provided, the parking ratio will be included in the documents submitted to the City for review and approval of Parcel C.

C.1.2 Parking for pick-up and drop-off for the Head Start Program at Parcel C may be accommodated by on-street parking marked by appropriate signage, with such signage reserving parking spaces for this use during the appropriate hours.

C.1.3 Overflow parking for Parcel A may be accommodated within the Plan Area with surface parking, on-street parking, or within future parking podiums or structures on Parcels B through F. To the extent that Applicant demonstrates that overflow parking is not needed for a particular development, it will be eliminated as a requirement in the future.

C.1.4 Residential parking can be accommodated in mechanical puzzle lifts.

C.1.5 No more than 10% of residential parking can be tandem, and tandem spaces may only be assigned to users of the same dwelling unit. Tandem units may be designed as either front to rear spaces or mechanical puzzle lift spaces.

C.1.6 Parking Enforcement: Applicant or a delegate will be responsible for enforcement of any parking rules on JUHSD property. If private parking restrictions for on-street parking are put in place, parking spaces available for public use will be designated to access publicly accessible parkland, trails, and open space during time periods of private parking restrictions.

C.1.7 One bicycle parking stall per unit shall be provided and accessible from street level, unless otherwise mandated by the building code. Bicycle parking, if in excess of one stall per unit, can be located anywhere on site.

C.2 Design of Off-Street Parking and Loading

C.2.1 Parking shall be located behind, within, or under buildings, or within separate structures. Surface parking areas are prohibited between any building and Entry Drive, North Drive, East Drive and West Drive street frontages.

C.2.2 Parking stall and drive aisle dimensions for each parcel may comply with either approach 1 or 2 below, or a combination of both approaches:

- The current City standards for off-street parking (including the ratio of standard spaces to compact spaces) at the time of the Applicant’s submittal for conformance review, and/or
- A “Uni-stall” standard size parking space which is based upon a stall dimension of 8’-6” x 18’-0”, unless constrained by a wall on one or both sides, in which case the minimum
stall width will be 9’–0” minimum. The drive aisle shall maintain a minimum of 24’ clear.

C.2.3 For mixed-use projects, shared parking is encouraged to allow uses with different peak hours of operation to utilize off-street parking facilities of other buildings in the Precise Plan.

C.2.4 Loading docks and service areas shall be located at the rear of the development or inside parking structures for parcels deeper than 80 feet, separate from parking areas. For smaller parcels, loading docks and service areas must be located on the side street, wherever possible. Loading zones should not disrupt the flow of traffic within a given project area.

C.2.5 Loading docks shall be located on Access Drives North, South, and West. If this is not possible, loading docks may be provided on East, North or West Drive, if enclosed within a building.

C.3 Vehicle and Bicycle Access
C.3.1 Location of vehicular parking entrances shall be as follows:

- Parcel A shall be accessed from Access Drive West.
- Parcel B shall be accessed from Entry Drive or Access Drive North; or any combination of these.
- Parcel C shall be accessed from Access Drive South.
- Parcel D shall be accessed from Access Drive North, Access Drive South; or both.
- Parcel E shall be accessed from East Drive or West Drive; or both.
- Parcel F shall be accessed from West Drive or Access Drive West; or both.

C.3.2 Vehicular entries shall be located a minimum of 100 feet from intersections and crosswalks except for driveways located along access ways.

C.3.3 Bicycle access shall be from street level, and not required through garage entrances. Bicycle storage for each building shall be accessible from ground level, as close to the driveway entry as practicable, and clearly signed. Bicycles in excess of one per unit can be stored anywhere on site.

C.4 Vehicle Access Design
C.4.1 Two-way vehicular entrances designed as a single driveway shall have a maximum width of 24’.

C.4.2 Where a driveway crosses a sidewalk, clearly demarcate the sidewalk across the entire width of the driveway by using colored paving or materials.

C.4.3 On-street parking may be provided in the form of parallel parking or angled parking.
C.5 Parking Structures
Parking for mixed-use and residential buildings can be in underground, partially above-ground, or above-ground garages.

C.5.1 Above-ground garages not screened by residential uses shall include façade treatments or screening.

C.5.2 Parking garages shall be lined with ground floor active uses or residential entries where indicated per street frontage requirements, and designed with building façades that screen structural elements of the garage where not required by street frontage requirements.

C.5.3 The design of entries to parking garages shall not be more prominent on the building façade than the primary pedestrian entry.

C.5.4 Above-ground parking garages shall be designed with human scale design elements that complement and do not contrast with buildings and public spaces of the Precise Plan.

C.5.5 Parcels B, C, D, E, and F may contain above-ground parking garages.

C.5.6 Parking structure lighting shall be designed to avoid direct glare towards adjacent residential buildings.

C.6 Bicycle Facilities
C.6.1 Bicycle parking should be in close proximity to building entrances and bicycle routes for user convenience.

C.6.2 Bicycle parking shall accommodate a range of bicycle types, including standard bicycles, E-bikes, tandem bicycles, and trailers.

C.6.3 On-street bicycle parking shall be separated from automobile parking by use of a landscaped buffer or curb.

C.6.4 Off-street bicycle parking shall be in secure locations in each building in the Precise Plan area.
D. OPEN SPACE

D.1 Open Space Requirement
Projects within the Plan Area shall provide a minimum of 150 sq. ft. of open space per dwelling unit. The requirement for open space is to be met parcel-by-parcel through a combination of the following:

- Publicly accessible private open space, which are public spaces, such as park, trails, and open space areas, which are publicly accessible to residents, visitors, and public. Such spaces may have limited hours of availability.

- Private open space such as balconies, patios, or other open spaces for the exclusive use of an individual unit.

- Common open spaces such as communal open spaces or recreational areas with access limited to tenants of a residential or mixed-use development. Examples include at grade open space or plazas, podium level courtyards, rooftop terraces, and similar areas that can provide communal amenities, such as swimming pools, play areas, and cabanas.

Allocation of open space can be off-site of the specific parcel and within the Plan Area, including the areas designated by easement, such as allocation to Overlook Park, Central Green, South Point Park and the Recreation Trail at parcels B, C and D.

The Recreation Trail, Overlook Park, Central Green, and South Point Park will be counted towards satisfaction of the Open Space requirements for individual parcels as designated by the Applicant. The allotted Open Space will be assigned to a specific parcel at the time the parcel is submitted for conformance review.

The open space at the Retail Plaza at Entry Drive is allocated to Parcel B exclusively.

Land that does not meet the City’s gradient criteria for usable space (e.g., excessive slopes in the Hillside Area) will not be counted toward satisfaction of open space required for any parcel.

Example of a public open space.
D.2 Common Open Space

D.2.1 Buildings shall provide spatial enclosure for common open spaces to create privacy, limit views from streets, and wind protection.

D.2.2 Common open space shall be visible and accessible to and from building amenity areas.

D.3 Private Open Space

D.3.1 Private open spaces shall be directly accessible from the unit and large enough to permit outdoor activities with a minimum of five feet width and depth.

D.3.2 Private open space shall be constructed with high quality durable materials.

D.3.3 Fencing or screening between ground floor private open spaces shall permit visibility in and out of the open space for the top 18 inches.
E. LANDSCAPE DESIGN

This section establishes landscape standards for park, open space, street, and development site planting.

E.1 Hillside Woodlands
To care for the hillside wooded areas to reduce fire hazards, enhance existing vegetation and promote urban forestry, the Precise Plan requires:

E.1.1 A tree succession operations plan for aging mature trees prepared by a qualified arborist will guide the replacement of existing trees over time due to age or fire vulnerability.

E.1.2 Removed trees shall be replaced with a diverse plant ecology governed by the area’s unique coastal/Mediterranean climate including evergreen and deciduous species as recommended by an arborist.

E.1.3 The project’s wooded hillside perimeter to the west and east shall be cleaned of surface and ladder fuels. Replacement trees shall include evergreen and deciduous species as described in the Project Tree List.

E.2 Planting

E.2.1 Plant material shall be comprised of at least 75% drought tolerant plant species. Planting plans shall comply with Daly City’s Water Conservation in Landscaping regulations and the Water Use Classification of Landscape Species (WUCOLS).

E.2.2 Where turf grass is used, low water use hybrids and/or no mow varieties shall be used. A variety of shrubs and ground covers should be used to create layering around building foundations, keeping shrubs at or below window sills. Plant selections should be such that sightlines remain open and clear, and places of concealment are not fostered. Plants should be used to screen above-ground utilities. Along streets and sidewalks, plants shall be used in planters within the right of way to create spatial separation between sidewalk and vehicular traffic.

E.2.3 Pollinator plants that attract native birds and insects should be used strategically in locations well-suited to attract and sustain native populations. Use of fruiting plant material should occur away from hardscape areas to prevent staining of pavements and to minimize maintenance.
**E.3 Planters**

**E.3.1** Landscape planters within any private street shall be a minimum of four feet wide.

**E.3.2** Tree wells shall be 4’ x 4’ minimum. Tree grates shall be cast iron with a baked oil finish in plaza areas and be an ADA accessible design consistent with the neighborhood.

**E.3.3** Where landscape planting is provided under trees, planters shall be 4’ W x 6’ L minimum.

**E.3.4** Planted medians shall provide at least a five feet wide planting area in addition to a minimum 12 inches wide maintenance band at the back of curb consisting of concrete, pavers, or fixed cobbles.

**E.4 Site Irrigation**

**E.4.1** Site irrigation systems shall comply with all local and state requirements as of time of project approval and shall meet the City’s water efficiency regulations.

**E.4.2** All irrigation equipment shall be controlled with weather-based controllers located in easily accessible, locked stainless steel pedestal boxes. The equipment shall include flow sensors and automatic shut off valve capability with a wi-fi based alarm system to alert maintenance controller team(s).

**E.4.3** Irrigation systems shall provide quick couplers or hose bibbs in lockable wall boxes in all common use areas.

**E.5 Soil & Drainage**

**E.5.1** On-grade planting areas shall be comprised of amended topsoil import or amended native soil as required, based on a soil analysis report and soil laboratory recommendations. Excavation, clearing and grubbing, or soil preparation shall occur within established tree protection zones as per the advice of a landscape architect or arborist.

**E.5.2** Planting areas shall be dressed with a 3-inch layer of mulch.

**E.5.3** Cast iron or similar drain grates shall be used in turf and pedestrian circulation areas. Landscape planters shall be drained with cast iron, decorative metal, plastic or similar flat or atrium-style grates and factory-fabricated bodies.
**E.6 Site Furnishings**

**E.6.1** Site furnishings shall be comprised of materials designed to withstand outdoor conditions.

**E.6.2** Short term bicycle parking shall be dispersed throughout the Plan Area, as required to meet project requirements, city standards, and bicycle parking standards. Bicycle racks shall be galvanized, vinyl covered, or stainless steel, and meet all City requirements. In ground- or surface-mounted attachment is acceptable.

**E.6.3** Seating shall be provided at retail, parks, open spaces, adjacent to the trails, and in front of primary building lobbies. Benches shall be made of metal and/or wood. Where wood is used, it should be thermally modified, or a suitable hardwood built to withstand weather and heavy public usage.

**E.6.4** Café tables with chairs shall be movable with a variety of sizes for public use in gathering spaces and shall be constructed of materials suitable for outdoor public usage.

**E.6.5** At least one drinking fountain shall be provided at each of the following: Overlook Park, Central Green, and the Recreation Trail. Dog bowl and water bottle filling attachments are recommended but not required.

**E.6.6** Within Overlook Park, Applicant shall provide play equipment for children ages two through twelve. All play areas will be designated for children between the ages of two to five and for ages five to twelve years old. Any community garden shall provide raised beds and a regular water service connection with water spigot at 100-foot intervals.

**E.7 Trees**

**E.7.1** Trees within the street right of way, in plazas, and high-visibility open space areas shall be provided in 24-inch box size or larger and be secured with at least three tree stakes or below-grade root ball guying systems appropriate for the windy conditions found in Daly City. Above-ground cabling guying shall not be used in public spaces. Trees shall be pruned up to 6 feet to 8 feet clear off the ground or as required by ADA or City guidelines.

**E.7.2** Individual developments within the Plan Area shall use trees that are provided in minimum 15-gallon size or larger for no greater than 50 percent of the trees planted. All other trees shall be box-specimen.

**E.7.3** Entries at the north and south shall have unique tree plantings, and the design of these planting shall be approved by the Planning Division.
E.7.4 Seasonal interest shall be created with deciduous trees providing spring flowers and fall color.

E.7.5 Driveway entries, curb cuts, and curb ramps shall be constructed of concrete and shall match sidewalks to provide a consistent look and feel for hardscape along vehicular and pedestrian circulation routes.

E.7.6 Enhanced finishes and/or striping shall be used at the master plan entry, at all driveway entries, and at all crosswalks.

E.8 Trail and Paths
E.8.1 Trail surfaces shall be asphalt or concrete, provide for adequate clearances along the edges and overhead, and be suitable for their intended use. Refer to trail sections in Chapter 5 for trail dimensions.

E.8.2 Signage, ornamental landscaping, and trees shall be provided along the trail system to enhance user experience.

E.9 Stormwater Management
E.9.1 Project submittals shall comply with the Precise Plan’s phased, performance-based approach to stormwater management, consistent with the San Mateo County Municipal Regional Stormwater Permit, and Daly City’s municipal code pertaining to stormwater management. Projects shall minimize the amount of paved area. Where feasible, paved areas shall include “green” stormwater collection and treatment, and employ Low Impact Development (LID) features that minimize surface water runoff. LID features may include bioretention systems, swales, green roofs, and permeable pavers.

E.9.2 Stormwater retention features that minimize runoff into streets, parking lots, landscaped areas, and open spaces shall be incorporated, where feasible. Stormwater retention features include drainage swales and rain gardens.

E.10 Open Space Landscaping Standards
E.10.1 Landscaping shall define the edges of paths, plazas, and seating areas.

E.10.2 Trees shall be planted to shade walkways, gathering areas, parking, and other larger expanses of pavement.

E.10.3 Landscaping in setback areas shall create a transition zone between the sidewalk and street-level residential units and entries.

E.10.4 Landscaped areas shall be regularly maintained to keep them aesthetically pleasing, and to remove dead and dying plants.
E.10.5 Gateway or entry points shall be emphasized with distinctive trees and plants.

E.10.6 Existing trees, to the extent feasible, and healthy, are to be preserved and integrated into site designs.

E.10.7 To reduce water usage, all developments shall employ water-efficient irrigation techniques, including micro-irrigation, drip systems, and weather-based irrigation controllers, instead of conventional sprinklers.

E.10.8 Native, drought-tolerant, or well-adapted tree and plant species shall be used.

E.10.9 Seasonal and year-round flowering shrubs and trees shall be located where they can be most appreciated by site users and passersby, such as adjacent to walks and open space areas, or as frames for building entrances and stairs.

E.10.10 All landscaped areas shall be designed by a landscape professional to the satisfaction of the Planning Division.

F. SIGNAGE

Where this section does not set standards, the Applicant and City staff shall use the Daly City Municipal Code. City review and approval of wayfinding signage shall be part of Conformance Review where there is a conflict with the Daly City sign ordinance, this Precise Plan governs.

F.1 Signage Standards

F.1.1 Signs within the Plan Area shall comply with all regulations stated in the City’s Zoning Ordinance (Chapter 17.32) unless otherwise specified in the Precise Plan.

F.1.2 Signs shall be made of high-quality, durable, and environmentally friendly materials.

F.1.3 Multi-tenant development anchor-identity signs should be complementary to any Plan Area signage or established by the Master Developer. Individual property owners will be allowed to use letter styles, but the overall sign should have one consistent material for letters and background.

F.2 Monument/Gateway Signage

F.2.1 The Precise Plan shall include up to two freestanding monument/gateway signs: at the Serramonte Boulevard and Entry Drive intersection and at the West Drive and Campus Drive intersection, which form major entry points to the Plan Area.
F.2.2 If provided, a single gateway or monument sign at the southern portion of the Plan Area near the roundabout shall be located at Parcel E and be less than 4 feet high. The sign shall not obstruct sightlines for drivers to the extent safety is compromised.

F.2.3 If provided, a single gateway or monument sign at the northern portion of the Plan Area near the Retail Plaza shall be located at Parcel B. It may either be less than 4 feet high and no longer than 20 feet, or may be a tower structure—either integrated with the Parcel B building corner or separate from the building. If an integrated tower structure, the structure shall not project more than five feet beyond the face of the building in any direction. If an independent tower structure, it may not be greater than 32 feet in height and not more than 64 sq. ft. in area. The maximum face area of signage of the tower structure shall not exceed 200 sq. ft.

F.2.4 Gateway or monument signs shall not have internal illumination but will be lighted with externally mounted luminaires.

F.3 Building Signage

F.3.1 The physical design of signage shall conform to the architectural detailing of the associated building and shall be in proportion to the surface onto which such signage is mounted, as determined by the Planning Division.

F.3.2 Signage shall not obstruct architectural details such as recesses, structural bays, or windows.

F.3.3 Externally illuminated or halo lit signs shall be required. The use of internally lighted or box type signs are prohibited. Internally lighted signs measuring 2 sq. ft. or less are allowed.

F.3.4 No more than three (3) building residential signs shall be provided per building. These shall be limited to address number, street name, and/or a building name if
desired. If only one is provided, it shall be placed close to the main entry to the building. If signage is provided at more than one location, a minimum of one shall be placed close to the main entry. The second and third can be located such that the top of the signage is not greater than 25’ feet from grade. The aggregate sign area shall not exceed 150 sq. ft.

F.3.5 Durable, vandal-resistant materials and finishes shall be utilized for address signs.

F.3.6 Conduit, tubing, or raceways shall be concealed. Transformers and other equipment for the signage shall also be concealed.

F.4 Storefront Signage

F.4.1 Signage for multi-tenant retail buildings shall be developed to minimize potential visual conflict, clutter, and competition.

F.4.2 Maximum size for sign area per retail tenant is 30 sq. ft. on the face of a building. A second sign per retail tenant, not exceeding 20 sq. ft., may be hung as either a banner or a rigid sign perpendicular to the building face. Either of these two sign types may be attached to a building’s architectural canopy.

F.4.3 For ground floor retail uses, hanging or projecting signs should be located near the front entry of a store. Coordinate with the overall design of the street wall. Hanging or projecting signs shall meet Americans with Disabilities Act (ADA) clearance requirements.

F.4.4 Ancillary retail space or leasing offices shall be signed in a manner consistent with the storefront signage standards in this section.
**F.5 Prohibited Signs**

Prohibited signs include:

**F.5.1.** Signs which rotate, move mechanically or by the wind, flash, blink or reflect light by means of a polished or mirrored surface.

**F.5.2.** Open flames, balloons, loudspeakers used to call attention to a product, service, or a property.

**F.5.3.** Signs which identify or advertise a product or service not available on the premises.

**F.5.4.** Externally illuminated signs where the source of light is directly visible or cause glare or reflections that are a traffic hazard or nuisance.

**F.5.5.** Signs which emit or reflect light by means of direct fluorescence, phosphorescence, or “day-glow” colors.

**F.5.6.** Any sign illumination which exhibits undue glare.

**F.5.7.** Any sign placed or displayed on vehicles parked primarily for the purpose of displaying the sign. (This does not apply to food trucks that are parked while they provide service.)

**F.5.8.** Internally lit signs where the entire face of the sign is illuminated, rather than just the graphics.

**F.5.9.** Advertising bench signs, unless required by Sam-Trans at Serramonte Blvd.

**F.5.10.** Off-site directional signs.

**F.5.11.** Roof signs.

**F.5.12.** Outdoor advertising billboard signs.

**F.5.13.** Abandoned signs.
G. LIGHTING

See Figure 3.8 Lighting Diagram. A uniform lighting approach will contribute to overall community aesthetic and ensure safety for walkways, bikeways, and roadways.\(^\text{15}\)

**G.1 General Lighting Standards**

**G.1.1** Lighting shall incorporate dark sky principles by shielding fixtures to prevent light from emitting above a 90-degree angle. Any lighting source located on parking or rooftop parking shall be a full cutoff type.

**G.1.2** Light shall be designed to minimize glare and light trespass into neighboring buildings and properties.

**G.1.3** High-efficiency technology such as LED lighting with advanced controls shall be utilized to minimize energy consumption.

**G.1.4** The use of energy-efficient, long-life LEDs with light color rendered as a warm white (maximum K 3000) is encouraged.

**G.2 Street Lighting**

**G.2.1** Provide streetlights in general locations shown on Figure 3.8, Lighting Diagram for Locations.

**G.2.2** Streetlights shall comply with Daly City standards.

**G.3 Pedestrian Lighting**

**G.3.1** Provide pedestrian lighting in general locations shown on Figure 3.8, Lighting Diagram. Additional locations for pedestrian lighting are along pedestrian pathways in open spaces and in surface parking areas.

**G.3.2** Pedestrian lighting shall not be taller than 25 feet in height.

**G.3.3** Pedestrian lighting may be integrated with streetlighting by providing additional luminaires facing the sidewalk on streetlight poles, installed at a lower height than street luminaries.

**G.3.4** Lighting in surface parking lots and service areas shall be directed away from surrounding buildings and properties using fixtures that minimize light trespass and glare.

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15 For Parcel A, no additional lighting is required to what is installed.
Figure 3.8 Lighting Diagram

-Parcel A
-Parcel D
-Parcel C
-Parcel B
-Parcel F
-Parcel E

Bollard lighting
Street lighting
Pedestrian lighting
Lighting Diagram

St. Francis Blvd.
Callan Blvd.
Entry Drive
Serramonte Blvd.
Access Drive West
North Drive
Access Drive North
Access Drive East
Access Drive South
Campus Drive
West Drive
East Drive

Parcel lines
Bollard lighting
Pedestrian lighting
Street lighting
G.4 Lower Illumination Pedestrian Lighting
G.4.1 Commercial grade bollards, step lights, and path lights shall be used as appropriate along pedestrian walkways and plazas.

G.4.2 Nighttime lighting for recreational uses in parks and public spaces should be unobtrusive and control glare.

G.5 Building Lights
G.5.1 Lighting should be integrated into the design of buildings and building architecture to highlight significant architectural features such as signs, entrances, walkways, or storefront displays.

G.5.2 Building facades may be illuminated using shielded fixtures to highlight architectural features.
H. DEFINITIONS

Active Ground Floor Use: Active ground floor uses are land uses that generate pedestrian activity at the interior and exterior of buildings at the ground floor at streets and public spaces. Active uses can be retail, commercial, educational, artistic, institutional or community uses such as a community room or daycare.

Amenity Space: Residential amenity space may include co-working space, health, and wellness, grab and go snack items, pet amenities and other shared or community uses that can be visible to the street.

Building Envelope: The building envelope defines the spatial area within which permitted density can be configured. The Precise Plan defines the allowable building envelope horizontally by block size and required street frontage and vertically by building height, massing, and guidance for pedestrian, podium, and skyline levels of architectural design.

Build-to Line: The build-to line for a parcel is the line where the façade of the building, or the podium street wall, is located, parallel to and measured perpendicular from the property line.

Corner Expression: Corner expression is accentuating building massing at the joining of two facades with a projected, recessed, or vertical change in building massing.

Face of Curb: The face of curb is the vertical sloping surface of the side of a roadway curb, not including bulb-outs, curb extensions, curb-cuts, or pull-outs for drop off and loading zones.

Height: The height for a building is calculated from the building’s Average Finished Grade to the top of the parapet at the building’s primary roof. The Average Finished Grade is the average of the high and low elevations at the building’s exterior adjacent to North Drive, West Drive, East Drive, or Entry Drive, or the three access drives leading from East Drive or West Drive.

Massing: Massing is the three-dimensional bulk of a building in terms of general shape, form, height, width, and depth.

Pedestrian Level: Pedestrian level is the design of the ground floor public experience shaped by active ground floor use, diversity of use, and street frontage design.
Podium Level: The podium level is the portion of the building above the ground floor and below the skyline level that provides spatial definition to the adjacent street or public space.

Primary Building Wall: The primary building wall is the building façade. Window or wall recesses or projections are not counted as primary building wall or façade of the building.

Privately-Owned, Public Open Space: Privately-owned outdoor space that functions as public space but may have limited hours of availability.

Property Line locations: Property line locations to measure Build-to lines are measured from the face-of-curb for publicly accessible private streets, a designated property line along an access drive, or back of sidewalk along public streets.

Public Realm: The public realm is an exterior urban space shaped by buildings comprised of publicly accessible streets, parks, open spaces, pathways, and civic facilities.

Street Wall: The street wall is the continuous façade of a building that establishes the edge of the public realm for a street or public space.

Skyline Level: The Skyline level is the uppermost occupiable portion of the building above the podium level. The Skyline level contributes to the overall urban form and skyline of the plan area.

Setback: The required minimum distance for the placement of a building measured from a property line, face of curb or another feature.

Streetscape: The visual character of a street comprised of the travel way, bike facilities, sidewalk, site access, landscape, paving, street furniture, building frontage, open space, views, and other perceptible urban features.

Stepback: Stepback is a horizontal recess applied to the upper floor or floors of a building to reduce shadow area on the adjacent street or open space.

Transparency: Pedestrian level building design that creates visibility and permeability between the building and the adjacent sidewalk or public space.

Vertical Shift: Vertical shift is variation in the roof line or vertical massing of the building or building elements.
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4. Circulation

The Plan Area’s circulation network is a system of “complete streets” to support active transportation for healthy living and advance Daly City’s Vision Zero program to reduce pedestrian fatalities. Members of the public may park on private streets and access ways to use publicly accessible park, trail and open space areas except as may be reserved for loading, drop-off/pick-up, short term retail parking, spaces accommodating Head Start or during time limits for public use for residential parking.

A. STREET NETWORK

As shown in Figure 4.1, the neighborhood circulation system is a loop of traffic calmed low-speed streets, connected to regional roadway, transit, bicycle, and pedestrian systems. Serramonte Boulevard is a transit, vehicle and bike corridor connecting city neighborhoods to regional shopping and the highway network. The Precise Plan circulation is comprised of the following five street types:

1. See Development Agreement for scope of Serramonte Boulevard and Highway 1 ramp intersection improvements, including transit, bike lane, and pedestrian crossing improvements.
Figure 4.1 Street Hierarchy

- **Parcel Lines Main Street**
- **Local Connector**
- **Neighborhood Street**
- **Access Ways**

- **PARCEL A**
- **Entry Drive**
- **Serramonte Blvd.**
- **Access Drive West**
- **West Drive**
- **East Drive**
- **North Drive**
- **Access Drive South**
- **Callan Blvd.**
- **Access Drive West**
- **Access Drive North**
- **Access Drive South**
- **Campus Drive**

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Serramonte Del Rey Precise Plan
Entry Drive – Main Street

Entry Drive is the Plan Area’s “pocket” Main Street with shops spilling outdoors onto a linear pedestrian plaza extending from Serramonte Boulevard to the heart of the plan area, Central Green. The street section, as shown in Figure 4.2, is comprised of:

- Two 11-foot travel lanes, two 10-foot continuous through/turn lanes, five-foot protected bike lanes with a two-foot buffer, and a six-foot landscape median.
- On the west side, a six-foot sidewalk and five-foot planting strip.
- On the east side, a wide sidewalk comprised of three zones: a planting and street furniture zone, and through zone for pedestrians and a frontage zone for active ground floor uses to extend onto the sidewalk.
North Drive and East Drive - Local Connector Streets

North Drive and East Drive are connector streets as a through route from Entry Drive to Campus Drive for vehicles and cyclists to travel from Serramonte Boulevard and Highway 1 ramps intersection to Campus Drive and Hickey Boulevard intersection. The street sections, as shown in Figures 4.3 and 4.4, are comprised of:

- Five-foot Class IV protected bike lanes in both directions and two 11-foot travel lanes with buffered on-street parking.
- Five-foot tree-lined planting strips with six-foot sidewalks on both sides of the street.
- Existing Campus Drive is to be improved with Class II bike lanes on both sides of the street from East Drive to Hickey Boulevard.
- Restripe Campus Drive from roundabout south to Hickey Boulevard for buffered Class II bike lanes with six-foot bike lane and four-foot buffer on both sides of the street.

**West Drive - Neighborhood Street**

West Drive is a low vehicle speed residential street. West Drive connects with North Drive and Campus Drive to create a loop roadway network. The street section, as shown in Figure 4.5, is comprised of:

- Two 11-foot travel lanes with sharrows and buffered on-street parking.
- Five-foot tree-lined planting strips with six-foot sidewalks on both sides of the street.

**West, North and South Access Ways – Access Easements**

Access ways are two-way, pedestrian-oriented access easements with on-street parking designed for pedestrian access to park, daycare, retail, parking and hillside open space and trails. North and South Access ways are cul-de-sac streets with on street parking.

- North Access Way provides access to Overlook Park, the recreational trail and east hillside open space.
- South Access Way provides access to daycare, the recreational trail and east hillside open space.
- West Access Way provides entry to parking for Parcel A and Parcel F.
B. MOBILITY

Vehicles
Vehicular access through the Serramonte Del Rey neighborhood is a system of low-speed tree-lined private streets connecting Campus Drive south of the site to Serramonte Boulevard at Entry Drive. Traffic calming measures are proposed to minimize cut-through vehicle traffic. Entry Drive has direct access to State Route 1. Interstate 280 is approximately one-half mile east of the site, with full-movement interchanges provided via Serramonte Boulevard and Hickey Boulevard. From State Route 1 and Interstate 280, vehicles can access the regional roadway network of the Bay Area. See Figure 4.6.

Transit
The Plan Area is well served by local and regional transit systems. This stop is served by SamTrans Route 120 with direct service to the Colma and Daly City BART Stations. This route operates on frequent, 15-minute headways during weekday commute hours. Located approximately one mile from the Daly City BART Station and in close proximity to the Colma BART station, SamTrans bus service links the site to the regional transit system serving the Bay Area, including downtown San Francisco, Oakland, and the East Bay. Connections to Caltrain, and eventually California’s high-speed rail, are available at the Millbrae Transit Center just south of the City. SamTrans Route 121 connects to Skyline College.
Figure 4.6 Vehicle Circulation

Street Circulation

Illustrative Parking Entry
Planned bicycle facilities in the Plan Area are Class II buffered bike lanes, Class IV protected bike lanes, a dedicated Class I pedestrian/bike path and Class III bike “sharrows.” With short block lengths, low traffic volumes, and narrow cross sections, the site’s roadways will provide bicyclists with a comfortable on-street experience. For younger and more recreational riders, the off-street trail provides a safe route from the SamTrans bus stop on Serramonte Boulevard and Entry Drive to Summit Shasta Charter High School.

**Pedestrians**

Residents can walk through the site and access on-site recreation and retail amenities. Sidewalks are provided on every street within the Plan Area, with curbside planting strips for street trees and storm water filtration. The trail loop will also serve to provide pedestrian access around the site that is separated from vehicles and in a more natural setting. Sidewalk and trails offer unimpeded access to walk between the Plan Area’s parks, open spaces, residences, and retail shops.

**Bicycles**

Existing bicycle facilities include Class II on-street bike lanes on Callan Boulevard south of Serramonte Boulevard and a Class III bike route on Callan Boulevard north of Serramonte Boulevard. A Class II on-street bike lane is striped on St. Francis Boulevard north of Serramonte Boulevard. Daly City’s Walk Bike Daly City Plan envisions pedestrian and bicycle improvements adjacent to the Plan Area. One priority improvement in the Walk Bike Daly City Plan is the construction of Class IV on-street protected bicycle lanes on Serramonte Boulevard.
Figure 4.7 Bicycle Circulation

- **Existing Bicycle Lanes**
- **City’s Proposed Bike Lanes per Walk Bike Daly City**
- **Shared Bicycle and Pedestrian Path**
- **Class II On-Street Buffered Bike Lane**
- **Class IV Protected Bike Lane**
- **Class III Facility with Sharrows**

**Diagram Details:**
- **PARCEL A**
- **PARCEL D**
- **PARCEL C**
- **PARCEL B**
- **PARCEL F**
- **PARCEL E**
- **Entry Drive**
- **Campus Drive**
- **West Drive**
- **East Drive**
- **North Drive**
- **Access Drive North**
- **Access Drive South**
- **Access Drive West**
- **St. Francis Blvd.**
- **Callan Blvd.**
- **Serramonte Blvd.**
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This section describes the landscape design concept, design objectives, neighborhood park and open spaces, tree planting plan, and landscape design standards.

A. LANDSCAPE DESIGN CONCEPT

The Precise Plan’s landscape design concept is to shape a diverse urban landscape as shown in Figure 5.1. A distinguishing feature of the Precise Plan are the wooded hillsides to the west and east of the plan area. Trees vary in health, ranging from young to mature and were planted by the District with the development of the high school. A rectangular street and block pattern of buildings is organized around a central neighborhood park, the Central Green. Along the east hillside is a recreational trail featuring Overlook Park, to the south is South Point Park and to the west is a walking trail along western hillside wooded open space. The combination of park and open spaces with recreational and walking trail access offers residents and visitors diverse opportunities to connect to nature, restore human well-being, socialize with neighbors, and satisfy needs for outdoor recreation for families and people of all ages. A variety of street and park tree species, suitable for the climate and context of the area are selected to create identity and sense of place. Seasonal interest is created with deciduous trees providing spring flowers and fall color at public gathering places, streets, and access drives.
Figure 5.1 Urban Forest Concept Plan

- St. Francis Blvd.
- Callan Blvd.
- Serramonte Blvd.
- South Point Park
- Trees provide transition from urban to forested
- Wooded Hillside Area
  - Manage and enhance the urban forest
- Overlook Park
  - Forest meadow character
- Access Ways
  - Formal tree planting with seasonal color
- Central Green
  - Formal planting with seasonal color at public gathering place
- Streets
  - Formal tree planting
- Wooded Hillside Area
  - Manage and enhance the urban forest
- Access Ways
  - Formal tree planting with seasonal color
- Public Gathering Places
  - Spring flowers and fall color
- PARCEL A
- PARCEL B
- PARCEL C
- PARCEL D
- PARCEL E
- PARCEL F
- Entry Drive
- West Drive
- East Drive
- North Drive
Objectives
The parks and open spaces shown here are concept level design plans, to guide buildout of the parks, streets, and landscape. The purpose of the landscape design concept is to improve physical and psychological health, strengthen community relationships, and create an attractive urban setting for family living. Landscape design objectives are as follows:

- Create safe, attractive outdoor places for healthy living to foster physical activity, meet resident and visitor needs for recreation and play for people of all ages, as well as encourage walking and biking.
- Design public places to encourage social interaction and community life with social gathering places that are family-oriented, active places.
- Shape environments that visually and physically connect people to nature, neighborhood parks, green spaces, and recreational trails.
- Preserve and enhance the aesthetic and ecological quality of the hillside open space areas and expand the diversity of street trees and park plantings to cultivate an urban forest for the plan area.
- Enhance community sustainability and resilience through climate-positive environmental design.

B. NEIGHBORHOOD PARK AND OPEN SPACES

Central Green
Central Green is the heart of the neighborhood – a park extending an entire city block greeting residents and visitors into the site from Entry Drive. Organized by a tree-lined crescent shaped walk, the park features an entry plaza with tree-shaded seating, an open meadow, and a backdrop of evergreen woodlands with social spaces nestled under the tree canopy and along the park edges for community enjoyment. This open lawn is a flexible open space for recreation and enjoyment of nature to picnic, walk a dog, or enjoy the sunshine.

Central Green Plan
Overlook Park

Overlook Park is designed as a family-friendly open space. Gently sloped lawns provide ample space for a wide range of activities: dining and gathering, outdoor fitness classes, community events, and an opportunity to sit and enjoy the views. A community garden with raised beds is at the pedestrian and bicycle path along the east hillside. A large playground provides inclusive play opportunities on interpretive play structures for young children, while a small plaza at the park edge provides a connection to the multi-use loop trail and reinforces the viewer’s sense of place. Viewsheds look towards regional landmarks including Daly City, San Bruno Mountain, and beyond.
Entry Drive Plaza
Entry Drive Plaza is a “pocket” Main Street with plaza-width sidewalk space for retail activity to bring life outdoors to the street. The Plaza provides a building frontage zone for access to retail uses and sidewalk seating; a pedestrian through zone for pedestrian movement; and a zone for street furniture, lighting, benches, street trees, bicycle parking, fixed and movable seating. Together these zones create an attractive and comfortable setting for neighborhood shopping and social life. The plaza sidewalk space will have enhanced pavement treatments with color and/or pavers to highlight active public spaces.

Hillside Open Spaces
Hillside Open Spaces are existing east and west hillsides of the plan area with mature trees planted as part of the landscape development of District property. These areas offer residents an opportunity to connect to nature and provide a visual screen of the planned buildings for residents of the surrounding community.
South Point Park
South Point Park on Parcel E is a landscape area that provides entrance identity to the plan area, landscape continuity for the “urban forest,” and social space for residents. Enhancements to South Point Park include passive open space, a pedestrian path, and lighting, sitting area or water feature with unique landscaping and plantings.

Eastside Recreational Trail
Eastside Recreational Trail is a pedestrian-bicycle trail for strolling and recreation extending from Serramonte Boulevard to the roundabout along Campus Drive to the south. This 8 to 10-foot-wide multi-use trail provides an off-street connection for pedestrians and bicyclists to access Overlook Park and access to the westside hillside open space.

Westside Walking Trail
Westside Walking Trail is a six-foot-wide trail around the west side of Parcel F, weaving along the base of the wooded hillside slope. Together the east and westside trails create an off-road half-mile loop trail system. This trail system connects each parcel, every street, and all members of the community to direct access to the wooded hillside open space.
C. PLANTING PLAN

The type and arrangement of street trees and park plantings will contribute to a healthy and attractive urban neighborhood. The trees used throughout the Plan Area shall be carefully selected to work within the Urban Forest framework while allowing expression of individual character. The tree species list in Table 5.1 shall be used for specifying tree species for parks, streets and open spaces located per the street tree planting plan in the Appendix and as shown in Figure 5.2.

A diversity of tree species, suitable for the climate and context of the plan area are selected to create identity and sense of place. Seasonal interest will be created with deciduous trees providing spring flowers and fall color at public gathering places along Entry Drive, Central Green, and access drives. Continuous planter strips separating streets from sidewalks are along all internal streets and drives, and are planted with broad canopy trees, low shrubs, and groundcovers.

The north and south entries to the plan area will be visible locations of tree plantings selected and arranged to transition from the informality of a forest to a more ordered urban setting. Entering the neighborhood from the north on Entry Drive from Serramonte Boulevard, residents and visitors are greeted by a tree-lined gateway of flowering trees in a planted median and along the sidewalk, while a vibrant public plaza welcomes pedestrians. The south entrance at Campus Drive features a landscaped roundabout marking the entry into the new neighborhood.
Figure 5.2 Planting Plan
<table>
<thead>
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<th>Forested Hillsides (Tree Succession Species)</th>
<th>Species</th>
<th>Common Name</th>
<th>Streets &amp; Parks</th>
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</table>
6. Utilities

Plan Area utility infrastructure is for stormwater, sanitary sewage and water supply and distribution. Dry utilities systems are for power, natural gas, and communications.

A. STORMWATER

Existing and planned stormwater system flows are for the 18.4-acre Plan Area not including Parcel A. Refer to Appendix C for Precise Plan storm water plans.

Existing Conditions

The site is bound by Serramonte Boulevard to the north, Callan Boulevard to the east, Campus Drive to the south and residential buildings to the west. Post school closure uses on the campus include a bus yard, district offices, churches, child day care facilities, a Comcast building, and the recently completed Faculty and Staff housing. Faculty and Staff Housing (including the apartments, car barn, and surface parking lot located west of the apartments) and the Comcast building will remain operational throughout and after construction of the Precise Plan. The Faculty and Staff Housing was approved separately and storm water improvements for the building, surface parking lot and area immediately adjacent to the building will not be modified as part of this Precise Plan. The driveway
just to the south of the Faculty and Staff Housing will be replaced and is included in the plan.

Existing ground coverage consists of approximately 410,035 sq. ft. impervious and 236,194 sq. ft. pervious surfaces (63.5% impervious). Site elevations vary from approximately elevation 495 feet to the west and 480 at the main parking lot near the entrance to the site. Stormwater onsite is collected in area drains or inlets and conveyed in below grade pipes to two storm drain outfalls located around the perimeter of the project. The first outfall is located in the existing parking lot near the main vehicular entrance at Serramonte Boulevard. The outfall discharges to an existing 24” storm drain main in Serramonte Boulevard that flows to the east. The second outfall is located near the southeast corner of the plan area and discharges to an existing 27” storm drain main in Callan Boulevard.

**Planned System**

The Plan Area’s stormwater drainage system generally maintains existing drainage patterns and replaces the existing drainage system on site. The system is designed to not increase the peak flow rate of stormwater leaving the site to the City’s storm drainage system during the design rainfall event to a level greater than existing, pre-construction conditions.

The proposed changes in the Plan Area consist of open space, parks, landscape areas, concrete paths, private roadways, asphalt drives, asphalt parking lots, and multi-story residential buildings.

The proposed drainage system will consist of area drains, drop inlets, manholes, stormwater treatment areas with overflow structures, and below grade pipes. The drainage system will convey runoff to the existing outfalls located near the main vehicular entrance and the southwest corner of the site.

The proposed ground coverage consists of approximately 516,185 sq. ft. impervious and 130,044 sq. ft. pervious surfaces (79.9% impervious). The Plan Area will increase the amount of impervious surface from the existing condition and will require retention to control the peak flow and volume leaving the site. Overall, the proposed condition will increase the site’s impervious footprint by approximately 106,150 sq. ft. and will therefore require stormwater retention.

The Plan Area proposes to satisfy the retention requirement with a Master Plan approach that will allow one parcel to overcompensate and accrue credits that can be applied to other parcels that will have more difficulty meeting the requirement.
Although the sequence of the development is flexible, at no time in the development process will the Plan Area increase the peak rate of stormwater runoff leaving the site at any phase of the project to a level greater than pre-construction conditions.

For each phase of development, pre- and post-construction areas of impervious surfaces will be calculated within the phase limits to determine if there will be an increase in the peak runoff rate. If there is a calculated increase in peak runoff rate, a temporary stormwater detention system such as a detention basin or below-grade detention pipe would be located within the footprint of undeveloped parcels, to be replaced with the project’s on-site, below grade stormwater detention system at Overlook Park. The Overlook Park system is designed to satisfy detaining peak flows for new development in excess of existing conditions.

**Stormwater Requirements**

The Plan Area will not increase the flow or volume leaving the site for the design storm. If a development project proposes to increase the impervious area of a development parcel, stormwater retention will be required to retain the increased flow and volume. Each phase of development will conform to stormwater treatment requirements. Stormwater treatment requirements for the buildings will be met on each individual lot. Stormwater treatment requirements for the streets will be met with best management practices (BMPs) located in the private roadways or in temporary stormwater treatment facilities located within the footprint of undeveloped parcels, to be replaced with on-street BMP as streets are built out in the Precise Plan area.
B. SANITARY SEWER

Existing Condition
The existing City sewer system in the vicinity of the Plan Area consists of a 10-inch sewer main in Serramonte Boulevard, 8-inch and 10-inch sewer mains that run through the Plan Area, an 8-inch sewer main in Campus Drive south of the school site, and a 6-inch sewer main in Callan Boulevard. A portion of the existing sewer system that runs through the District’s property connects the 8-inch main in Campus Drive to the 10-inch main in Serramonte Boulevard. Sewer generated by Faculty and Staff housing and the existing school site discharge into the main that runs through the Plan Area, which ultimately connects to the 10-inch main in Serramonte Boulevard. Elevations and sizes of the existing system are from field and record data. Rim and invert elevations are obtained from field data with elevations based on North American Vertical Datum (NAVD 88).

Planned System
The Precise Plan will construct a public sewer system in the private street (to be located in an easement) and an on-site (within each development parcel) sewer system to connect the buildings to the public sewer system. The planned sewer system will consist of manholes and pipes. The onsite sewer system consists of pipes, cleanouts, and manholes. The Plan Area will connect to the 10-inch sanitary sewer main in Serramonte Blvd at Entry Drive and the new sewer connection on Callan Boulevard. Refer to Appendix C for Precise Plan sewer system plans.

Sewage Generation Calculations
The City of Daly City establishes sewage demand numbers for different types of building uses based on the demands provided in the City’s 2009 Master Sewer Study. The Plan area will replace the existing buildings, including an existing school building and modular units. The sewage generation flows from the buildings to be removed will be applied as a credit to the project. This information will be used by the City to determine the impacts the proposed project will have on the City’s sewer system and determine if the existing sewer system has sufficient capacity to serve the project. Despite the credit, the City is anticipated to experience an increase of sewer flows of 173,468 gpd. A detailed sewer study is included in the entitlement documents.
C. WATER SUPPLY

Existing Condition
The existing City water system in the vicinity of the project consists of a 6-inch AC water main in Serramonte Boulevard and a 10-inch water main in Entry Drive constructed with the high school project. The existing domestic water system for the school campus is fed by a 3-inch service near the main entrance off Serramonte Boulevard while the existing fire service for the site is served from an 8-inch line from Callan Boulevard. The existing Faculty & Staff Housing project is served from the existing 10-inch main.

Planned System
The Precise Plan will construct a new public water main within a public easement within the new streets and provide new domestic water, fire water, and irrigation water services to the proposed buildings. Planned services are to be fed from a portion of the existing 10-inch main constructed as part of the Faculty and Staff Housing and a new 10-inch water main constructed with the new private streets. The on-site (within each development parcel) domestic water system will consist of service lines from the public main to each building. Refer to Appendix C for Precise Plan water system plans.

D. DRY UTILITIES

Dry utility infrastructure modifications and additions will be required and will be built in phases to accommodate the development. Utility providers serving the Plan Area include PG&E, Comcast, and AT&T. PG&E recently installed infrastructure to serve Parcel A and maintains service to the existing Comcast Building and high school building. Data/Telecom services were also extended to serve the Faculty & Staff Housing project. A joint trench will be provided in the private streets to extend the utility providers’ infrastructure throughout the development to serve the development parcels. Dry utilities will be coordinated with the appropriate utility provider to establish new service routes to support the Plan Area. Refer to Appendix C for Precise Plan dry utility plans.
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A. MAINTENANCE

Public and private improvements in the Plan Area shall abide by the maintenance requirements of this section. Subject to the provisions of any applicable State law, the following shall apply:

A.1.1 Master Association. Prior to the issuance of any building permit to construct any market-rate residential unit in the project, the Jefferson Union High School District (District) shall form and perpetually maintain a Master Association for the Serramonte Del Rey Neighborhood ("Master Association"). The Master Association shall be self-governing and govern common areas for the term of the Precise Plan uses are in operation. The purpose of the Master Association, among other responsibilities, shall be to maintain all common areas within the Precise Plan area in a neat, safe and healthful condition, including the ongoing removal of litter throughout and including streets, parks, and other areas not maintained by individual parcel developers that are not dedicated or otherwise conveyed to a public agency. Until the Master Association is formed, the District is responsible for the foregoing.

A.1.2 Maintenance Plan. A maintenance plan for roadway, parks, and private utilities shall be submitted by the applicant and approved by the City prior to the issuance of any building permit to implement the project. A litter control maintenance plan shall be submitted that includes provision for ongoing litter and garbage control. The maintenance plan shall be incorporated into the CC&R’s in connection with the creation of the Master
Association at the discretion of the District and recorded at such time.

Minimum Requirements for Trash and Litter Disposal shall be as follows:

- All trash shall be confined in approved receptacles and enclosures. Any building permit application submitted to the City for review shall be accompanied by a letter from the trash hauler indicating that the proposed trash receptacles provided in the building for which the permit is sought to meet the hauler’s requirements for quantity, size, and accessibility.

- All unenclosed materials, equipment and/or supplies of any kind shall be maintained within approved enclosure areas. Any stacked or stored items shall not exceed the height of the enclosure.

- All trash and storage enclosures shall be properly maintained in accordance with approved plans.

- All waste materials generated by the development, such as cardboard boxes, skids, garbage, litter, etc., must be stored in the enclosure for disposal.

- No waste material shall be visible at any time.

- All enclosures shall be designed to conceal the contents.

- All enclosures should be kept clean and free of odor.

### A.1.3 Maintenance and Repair - Master Association.

The Master Association shall develop a maintenance plan (including a street sweeping, street surface repair and replacement, and garbage disposal plan approved by the Planning Division and the Department of Public Works) for the upkeep of common areas, private streets, and private infrastructure. The Master Association will be responsible for the maintenance, litter removal and repairs of privately owned, but publicly accessible common areas that are not part of individual parcel development, including privately owned streets, sidewalks, bicycle lanes, parks, open spaces, trails and paths, utilities and improvements in streets including temporary and permanent storm water infrastructure, stormwater retention system and stormwater treatment areas located in park, open space, private streets and accessways, street lighting, landscaping, planter strips, street furniture and the fixtures, furniture and equipment located in the parks. The Master Association is responsible for maintenance of storm water infrastructure in private utility easements on development parcels.

1 References to publicly accessible spaces and infrastructure, as used below, shall refer to spaces and infrastructure that is privately owned, but publicly accessible, to be distinguished from spaces and infrastructure that are dedicated or otherwise conveyed to a public agency, including without limitation the City.
A.1.4 Maintenance and Repair - Parcel Specific Responsibilities. Parcel Developers or, if the property interests of such Developers are conveyed, their successors in interest, are responsible for the maintenance, replacement, repairs and litter removal for on-site improvements on their respective parcels, including exterior equipment, fixtures, walls, roofs, windows, doors and other architectural, landscaping and publicly accessible common areas on private parcels in a clean, sanitary and attractive condition. The Developer of a parcel shall be responsible for the maintenance, replacement, repairs, and cleaning of improvements on the development parcel, including private storm water improvements and stormwater treatment areas serving the parcel. This excludes stormwater infrastructure in private utility easements and stormwater retention facilities serving other parcels and the plan area.

A.1.5 Maintenance and Repair – Facilities Owned by City. The City of Daly City is responsible for the maintenance and repair of water mains and sewer mains owned by the City located in water easements and sewer easements granted to the City.

A.1.6 Maintenance and Repair – Utility Providers. In any joint trench, public utility easements, maintenance, and repair responsibility for improvements within such easements is by the specific utility owner that owns or is otherwise legally responsible for such improvements (i.e. PG&E, Comcast, AT&T, others).

A.1.7 Budget. The Master Association shall prepare an annual budget to fund the costs incurred in maintaining the publicly accessible common facilities. The Master Association shall undertake an inventory of publicly accessible common area improvements requiring maintenance, litter removal and repairs, such that each phase of development is adequately budgeted for maintenance and operations of improvements. Landscape maintenance budget shall include consideration of level of maintenance and operation expenses commensurate to the anticipated level of use of park and recreational facilities. The Master Association may employ or contract out to perform maintenance, litter removal and repairs.

B. PHASING

B.1 Timing. The sequence and timeline of development will ultimately depend on market conditions. The pace of development will fluctuate with the regional economy, capital expectations and availability, costs for development and the conditions of the Daly City housing market.

B.2 Public Improvements. For each phase of development there are corresponding street, park, open space improvements and utilities necessary to support development of individual parcels per Table 7.1 and as shown in Figure 7.1.
Figure 7.1 Phasing
### Table 7.1 - Anticipated Phasing of Private Streets and Private and Publicly Accessible Park and Open Space Improvements Required by Development Parcel

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<td>D</td>
<td>East Drive from North Access Way to South Access Way</td>
<td>Eastside Recreation Trail within parcel</td>
</tr>
<tr>
<td></td>
<td></td>
<td>North Access Way</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>E</td>
<td>West Drive from North Drive to Campus Drive</td>
<td>Central Green</td>
</tr>
<tr>
<td></td>
<td>F and F’</td>
<td>West Drive from North Drive to Campus Drive</td>
<td>South Point Park</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Westside Walking Trail</td>
</tr>
</tbody>
</table>

**Notes:**

1. The chronology of phasing in Table 7.1 is not intended to be binding, and the number of phases, number of units, and timeline for the project build-out will ultimately depend on market conditions. The rate of the buildout of housing will fluctuate with the regional economy, capital expectations and availability, costs for development and the conditions of the Daly City housing market. For the purposes of assessing consistency with the Table 7.1 for conformance review, a reviewer shall assess whether development of a listed parcel includes the streets, park, open space, and utilities needed to support the development of the parcel.

2. Off-site public circulation improvements are to be implemented per Exhibit C Public Circulation Improvements in the Development Agreement, which are: sidewalk and retaining wall improvements along Callan Boulevard within each parcel B, C and D, Serramonte Blvd. and Highway 1 intersection and traffic signal improvements; Serramonte Blvd./Entry Drive intersection pavement reconstruction; contribution to City park, bicycle and pedestrian improvements; and off-site intersection improvements.2

3. Tentative Map lots C’ and Lot F’ are zero-square-foot lots contained within Parcel C and Parcel F respectively. These lots may not be developed until the time a lot line adjustment is approved which creates a lot that is at least 10,000 square feet in area, and which complies with the other objective standards of the Precise Plan. The purpose of lot line adjustments to a zero-square foot lot is to streamline ministerial review to facilitate affordable housing financing and/or the buildout of the plan area consistent with the objective development standards of the Precise Plan. Corresponding street, park, open space and utility improvements for Parcel C and F are required with development of Parcels C’ and F’.

4. See the Tentative Map for utility improvements associated with each parcel. On and off parcel utility improvements in the Precise Plan Area shall be sized to support buildout of the Precise Plan, unless identified as interim and to be replaced when future parcels are built out.

5. The extent of street improvements will vary depending on the sequence of parcel development as follows:
   a. If Parcel C is developed first, East Drive shall be constructed from Campus Drive to South Access Way.
   b. If Parcel D is developed first, East Drive shall be constructed from Campus Drive to North Access Way (with a temporary EVA on South Access Way) or alternatively, Entry Drive, North Drive and North Access Way shall be constructed.
   c. If Parcel E is built before Parcels C and D, East Drive and North Drive will be constructed including the roundabout and/or West Drive and North Drive will be constructed including the roundabout.
   d. If Parcel F is built before Parcels C, D and E, then West Drive and the roundabout will be constructed.
   e. When the first of either Parcel B or Parcel D is developed, North Access Way from their building to the curb across the access way shall be built such that there is a two-way paved travel way. The subsequent parcel B or D is required to complete the sidewalk, landscaping and storm water treatment facilities between their building and the curb on their side of North Access Way.
   f. If Parcel C is developed before Parcel D, Parcel C p is required to build South Access Way from their building to the curb across the access way, so there is a two-way paved travel way. Parcel D, when developed, is required to complete the sidewalk, landscaping and storm water treatment facilities between their building and the curb on their side of the South Access Way.
   g. Serramonte Boulevard and Highway 1 ramp intersection improvements will be constructed with the first market rate development per the Development Agreement.
   h. Bike lanes on Campus Drive to Hickey Blvd will be striped concurrent with the roundabout construction.

6. A Storm Drain Memo shall be submitted for conformance review for each phase in accordance with the Master Plan Drainage Memos. At Building Permit submittal: a Hydrology & Hydraulics report based on final design will be provided with the Building Permit submittal in accordance with the Master Plan Drainage Memos.

7. The Head Start facility may be located on other parcels.

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2 Improvements in public right of way to be maintained by the City, with the exception of the Parcel B, C and D sidewalk and retaining wall improvements on Callan Blvd, which will be subject to the City’s standard landscape maintenance agreement, mutually acceptable to the City and applicant’s civil engineers, as addressed in the project’s Development Agreement.
C. CONFORMANCE REVIEW

C.1.1 Purpose. Conformance Review is the Precise Plan’s ministerial, streamlined process to approve proposed projects “as-of-right” that demonstrate Plan Consistency with the Precise Plan and Entitlement Documents and Compliance with the Objective Development Standards of the Precise Plan, as defined below. Design Review is not required for projects ministerially approved “as-of-right.”

C.1.2 Plan Consistency. Plan Consistency is the review of project submittal documents for conformance to:

1. Precise Plan requirements for the scope and phasing of park, open space, street, accessway, storm water, water, wastewater, utility, emergency access, and on and off-site transportation improvements associated with each parcel per Precise Plan Figure 7.1 Phasing, Table 7.1 Development Phasing and Appendix C: Civil Engineering Exhibits, and

2. Entitlement Document requirements of the Development Agreement, Tentative Map, Conditions of Approval, Inclusionary Housing Agreement and the Mitigation and Monitoring program.

C.1.3 Compliance with Objective Development Standards (“Compliance”). Compliance with objective development standards is the review of project submittal documents for conformance with the Precise Plan’s Objective Development Standards as listed in Section II above.

C.1.4 Variance from Numerical Standards and Precise Plan. Deviations from the numerical standards in Section II above may be permitted by up to 20 percent for any parcel, upon approval by the Planning Division. Deviations from the minimum and maximum densities prescribed in Table 3.3, the requisite amount of private open space (150 square feet per dwelling unit), and the quantity and general location of common open space shall not be permitted.

Modification or reconfiguration of the Precise Plan pattern of streets and blocks, shape of open space areas, site layout, orientation, or location of buildings, architectural or landscape elements may be permitted provided all other Objective Design Standard can be met. Deviations from the approved roadway configurations, including lane provision and width, shall not be permitted unless approved by the Department of Public Works.
C.1.5 Submittal Requirements. Submittal requirements shall include documentation as set forth in the 2023 Daly City Municipal Code Section 17.28.030 C. 2. (a) – (f), Procedure for Application for Planned Development of the Daly City Zoning Ordinance, and shall include a completed Conformance Review Check List, as attached to the Precise Plan as Appendix A, and any additional information requested by the Planning Manager. Submittal requirements for minor modifications to approved and constructed projects to be per Planning Manager request.

C.1.6 Review Process and Timing.

1. Pre-submittal conference. Upon request of the Applicant, the Planning Manager shall convene a pre-submittal conference to review the scope of the project, submittal requirements, conformance review process, timeline, and staff availability. It is an opportunity for the Applicant and the design team to ask technical questions to prepare a submittal. The Planning Manager, City Engineer, and Development Coordinating Committee members shall attend upon request.

2. Submittal. The Applicant shall submit documentation as described under "Submittal Requirements" above.

3. Conformance Review. The Planning Manager, designated staff or third-party consultants shall conduct the Conformance Review per the responsibilities described in Table 7.2. The Planning Manager shall coordinate reviewer comments and provide them to the Applicant no later than 45 business days after filing a project submittal.3

4. Determination. The Planning Manager shall review the project submittal and reviewer comments to determine whether the submittal is plan consistent and standards compliant and therefore approved as-of-right.

If the Planning Manager deems a project application inconsistent with the Precise Plan or Entitlement Documents, and/or non-compliant with the Objective Development Standards in Section II, prior to a decision to deny approval of the proposed project, the Planning Manager shall provide the Applicant with written documentation as to what elements of the submittal are not in conformance.4

3 Notwithstanding anything in this chapter, to the extent the Permit Streamlining Act or other State Law applies for shorter deadlines, the regulations in such laws shall govern.

4 This process is separate and independent from the Planning Manager’s coordination and provision of any reviewer comments on the Applicant’s initial project submittal, as required under the “Review Process and Timing” section of this Chapter.
The Applicant can revise the submittal and resubmit. The Planning Manager, upon receipt of the re-submittal, shall make their determination. Total City Review Time from submittal to determination shall not exceed 90 business days.5

If the City fails to complete Conformance Review per the above timing requirements, the submittal shall be deemed to be conforming with the Precise Plan and Entitlement Documents, planning review shall be complete, and requested permits shall be issued.

5. Notification of Determination. The Planning Manager shall communicate in writing to the Applicant the Planning Manager’s determination.

6. Appeal. A Conformance Review determination may be appealed within 20 business days to the City Manager by the Applicant. City Manager shall make a determination within 20 business days of receipt of the appeal. The City Manager’s decision on appeal shall be final and not appealable.

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5 For this paragraph, “City Review Time” shall mean the time, measured in business days, taken by the City to review a project submittal and provide comments to the applicant or render a Conformance Review decision. City Review Time does not include the Applicant’s time from the date of receiving comments to the date of resubmitting a revised project submittal responsive to comments.
C.1.7 Review Criteria. The following criteria shall guide the determination of plan consistency and standards compliance:

- All Figures in the Precise Plan illustrate the general arrangement and relationships among parcels, buildings, streets, accessways, parks and open spaces, and exact compliance or conformance is not required so long as other objective criteria are met.
- The final configuration of parcels, buildings, streets, accessways, parks and open spaces are subject to refinement, and exact compliance or conformance is not required so long as other objective criteria are met.
- Consistency and conformance with the Precise Plan shall be construed rationally and shall accommodate unforeseen solutions or innovation that can occur over the extended build-out of the Precise Plan. Notwithstanding the above, no deviations are permitted to minimum residential densities and minimum open space area requirements.

C.1.8 Standards Interpretation. The nature of the Objective Standards is such that consistency determinations are ministerial, without the exercise of discretion. Accordingly, it is not anticipated there will be cause for interpretation of these standards by the City. In the unforeseen event that interpretation is required, the Planning Manager shall make any interpretation of the Precise Plan’s development standards required to evaluate the proposed project and shall inform the reviewer of any interpretations as needed. The Planning Manager shall include any interpretations as part of its written determination of consistency with the objective development standards of the Precise Plan.

C.1.9 Staffing. The Planning Manager shall check staff availability prior to the pre-submittal conference to meet the conformance review timeline. If staffing is not available, the City can designate a third-party consultant to be paid for by the Applicant. Consultants shall have professional planning experience on similar projects. The Applicant shall pay all reasonable staff coordination and third-party consultant costs.

C.1.10 Staff or Consultant Review Responsibilities. Staff or consultant review responsibilities are per Table 7.2, Reviewer Responsibilities.

- The Planning Manager shall provide oversight and make all Conformance Review determinations.
- Staff of consultant shall compare the project submittal, Conformance Check List, and applicable plan elements, standards and requirements of the Precise Plan and the Entitlement Documents.
Table 7.2 - Reviewer Responsibilities

<table>
<thead>
<tr>
<th>Responsibility</th>
<th>Planning Manager</th>
<th>City Engineer</th>
<th>Development Coordinating Committee(^6)</th>
<th>Housing And Community Development Manager</th>
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</thead>
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<tr>
<td>Plan Consistency</td>
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<td></td>
<td></td>
</tr>
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<td>Phasing</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Parks</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Streets</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities, Off-Site Transportation Improvements</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
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<tr>
<td>Development Agreement</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final Map</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>MMRP</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Inclusionary Housing Agreement</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
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<tr>
<td>Tentative Map and Conditions of Approval</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land Use and Urban Design</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Buildings</td>
<td></td>
<td>X</td>
<td></td>
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<tr>
<td>Parks</td>
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<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Streetscapes</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\(^6\) Development Coordinating Committee includes Planning Division, Building Division, Engineering Division, Department of Water and Wastewater Resources, North County Fire Authority and other committee members as deemed appropriate by the Planning Manager.
• Reviewers are to provide written comments on plan consistency to the Planning Manager. In the case where the reviewer concludes inconsistency with plan elements, or non-compliance to objective development standards, the reviewer shall identify specific objective standards to be addressed to achieve a consistency.

• If requested by the Applicant, the Planning Manager and any reviewers shall meet with the Applicant to discuss steps to resolve any comments.

The Planning Manager shall consider the recommendations of the reviewers, and shall make the final determination for approval, approval with conditions, or denial of the submittal based on objective criteria as set forth herein.

D. PLAN AMENDMENTS

Amending the Precise Plan shall follow the requirements of the Daly City Municipal Code section 17.28.020 (I) as of the date of approval of the Precise Plan. This Municipal Code section is included as a part of Supporting Documents provided with this Precise Plan.

E. SUBDIVISIONS

The subdivision of parcels shall conform to the requirements of the Precise Plan and the Daly City Municipal Code Title 16 Subdivisions.

F. INCLUSIONARY HOUSING

The following requirements are subject to the terms and exceptions provided in the affordable housing agreement:

F.1 Units Required. Construction of inclusionary units is required within the Planned Development Zone PD-31 area pursuant to an Affordable Housing Plan.
F.2 Timing. This Precise Plan authorizes flexibility in timing of construction and geographic distribution of inclusionary units throughout the PD-31 area to allow for a greater number of inclusionary units and deeper level of affordability than the minimum levels required by the City Ordinance.

F.3 Percentage of Total Residential Units. The Precise Plan requires, for Parcels B-F, not less than 20 percent of the total number of total residential units completed at final build-out to be affordable housing, consisting of 13.5% low-income units at no greater than 60% AMI and 6.5% moderate income units at no greater than 120% AMI. One market rate residential building can be constructed prior to construction of affordable units. 150 low-income affordable units are planned to be located on Parcel C. The subsequent phases after the first market rate building and the first residential structure built on Parcel C have been constructed can be phased and include unit counts proposed by the developer in any way such that the overall percentage of affordable units does not drop below 20% of all constructed residential units at Parcels B-F at any time consisting of 13.5% low-income units and 6.5% moderate income units.

G. CALIFORNIA ENVIRONMENTAL QUALITY ACT

All proposals for development shall be subject to the mitigation measures specified in the Environmental Impact Report (EIR) certified by the City Council as part of this Precise Plan.

H. ENTITLEMENT DOCUMENTS

The term “Entitlement Documents” shall refer to all the below except the Precise Plan.

- General Plan Amendment. By Resolution No. [], City Council approved text and map amendments to the General Plan to enable high density residential and mixed-use residential development.
- Precise Plan. By Resolution No. [], City Council approved the Serramonte Del Rey Precise Plan, which modified land use designations and created a new street and open space network.
- Development Agreement. The District and the City of Daly City entered into a Development Agreement to secure vested development rights and terms.
- **Affordable Housing Agreement.** The District and the City of Daly City entered into an Affordable Housing Agreement to secure rights and terms for the Project’s Affordable Housing Plan.

- **Tentative Map and Conditions of Approval.** The City Council approved a Tentative Map indicating the subdivision of the District lands into parcels with infrastructure and open space improvements, including Conditions of Approval.

- **Mitigation Monitoring and Reporting Program.** The City of Daly City, as the lead agency under the California Environmental Quality Act (CEQA) prepared the project’s Environmental Impact Report (EIR) to disclose to the City, public and other agencies the environmental impacts of the project. By Resolution No. [] the City certified the EIR for the project, adopted findings, statement of overriding considerations [if needed] and a Mitigation Monitoring and Reporting Program (MMRP). The Precise Plan is consistent with and will implement the MMRP as approved by the City Council.
Appendix A:
Conformance Review Checklist
<table>
<thead>
<tr>
<th>Topic</th>
<th>Section</th>
<th>Number</th>
<th>Standard</th>
<th>Applicant To Fill Project Compliance (Yes/No/Not Applicable)</th>
<th>City Staff Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Use and Urban Design</td>
<td>A</td>
<td>2</td>
<td>See Table 3.1 Permitted Uses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land Use and Urban Design</td>
<td>A</td>
<td>3</td>
<td>See Table 3.2 Uses Permitted with a Use Permit</td>
<td></td>
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</tr>
<tr>
<td>Land Use and Urban Design</td>
<td>A</td>
<td>4</td>
<td>See Table 3.3 Prohibited Uses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land Use and Urban Design</td>
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<td>5</td>
<td>See Table 3.4 Permitted Density By Parcel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land Use and Urban Design</td>
<td>A</td>
<td>5</td>
<td>See Table 3.5 Anticipated Development</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Height</td>
<td>A</td>
<td>6</td>
<td>See Figure 3.3 Building Heights</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Height</td>
<td>A</td>
<td>6.1</td>
<td>Ornamental architectural features, such as turrets, parapets, corner towers, or other accentuating features.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Height</td>
<td>A</td>
<td>6.2</td>
<td>Mechanical and roof-mounted elevator core equipment up to a maximum of 18 feet above maximum height, provided their combined coverage does not exceed 30% of building roof area. Equipment less than four feet above maximum height is exempt from the coverage calculation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Height</td>
<td>A</td>
<td>6.3</td>
<td>Architectural and landscape screening designed to conceal mechanical and roof mounted equipment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Height</td>
<td>A</td>
<td>6.4</td>
<td>Sustainability elements, such as photovoltaic cells, small-scale wind turbines suitable for residential development, storm water catchment / treatment equipment, solar water heating equipment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Topic</td>
<td>Section</td>
<td>Number</td>
<td>Standard</td>
<td>Applicant To Fill Project Compliance (Yes/No/Not Applicable)</td>
<td>City Staff Comments</td>
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<td>----------------------------</td>
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<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Height</td>
<td>A</td>
<td>6.5</td>
<td>Enclosed amenity spaces to a height of 12 feet where roof is designed as an accessible outdoor common area if coverage of enclosed amenity space is no more than 30 percent of building roof area.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Frontage/Build-to-line</td>
<td>A</td>
<td>7.1</td>
<td>The building frontage on all parcels shall comply with the percentage of building that is required to be aligned along the build-to-line, as shown in Figure 3.4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Frontage/Build-to-line</td>
<td>A</td>
<td>7.2</td>
<td>The primary wall of a building shall align with the build-to-line. The primary wall can be located up to 6 feet from a build-to-line. Ground floor building frontages may be recessed from the build-to-line.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Frontage/Build-to-line</td>
<td>A</td>
<td>7.3</td>
<td>Balconies and other projections above 16’ from ground level may encroach across the build-to-line up to 6 feet, provided such projections meet Building and Fire Codes, and do not interfere with underground infrastructure.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Frontage/Build-to-line</td>
<td>A</td>
<td>7.4</td>
<td>Building entry canopies, arcades, and galleries with a height no greater than 16 feet may encroach up to 15 feet across the build-to-line.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Frontage/Build-to-line</td>
<td>A</td>
<td>7.5</td>
<td>Stairs to podium level courtyards overlooking parks, stoops, and appropriate fencing can encroach up to 10’ on the park side of a build-to-line.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ground Floor Use</td>
<td>A</td>
<td>8</td>
<td>Figure 3.5 Ground Floor Use identifies the location, type and orientation of ground floor uses by parcel for the Plan Area.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ground Floor Use</td>
<td>A</td>
<td>8.1</td>
<td>Mixed Use. This requires retail, café, and restaurant uses with outdoor dining, building entries, residential lobbies, commercial or community uses that attract pedestrian activity with physical and visual access to and from the adjacent sidewalk.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Topic</td>
<td>Section</td>
<td>Number</td>
<td>Standard</td>
<td></td>
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</tr>
<tr>
<td>Ground Floor Use</td>
<td>A</td>
<td>8.2</td>
<td>Active Residential Use. Ground floors shall have one or more of the following: commercial or community uses; main building entry, residential lobby, residential amenity spaces, and individual ground floor residential unit entrances. Ground floor residential unit entrances shall be accessible units at grade or elevated ground floor units with transitional space such as a stoop or porch not greater than five feet in height above grade.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ground Floor Use</td>
<td>A</td>
<td>8.3</td>
<td>Residential Use. This requires ground floor residential use, such as residential units without individual unit entries accessible from the street (which can have a back porch, garden, or patio), or other residential use, and excludes parking, loading and services areas.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ground Floor Use</td>
<td>A</td>
<td>8.4</td>
<td>Parking, Loading and Service Use. The location for parking, loading and service uses fronting streets, yards and accessways which are not permitted elsewhere.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Ground Floor Use          | A       | 8.5    | Required Street Frontage. Where Mixed-Use, Active Residential Use, and Residential Use frontages are required:  
  - No more than one 24’ wide vehicle access driveway or two 12’ wide vehicle access driveways are permitted. Loading docks are not permitted at active ground floor use frontages.  
  - Blank walls or walls opening to structured parking areas at the ground floor are limited to 30’ maximum.                                                                                   |
<table>
<thead>
<tr>
<th>Topic</th>
<th>Section</th>
<th>Number</th>
<th>Standard</th>
<th>Applicant To Fill Project Compliance (Yes/No/Not Applicable)</th>
<th>City Staff Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Setbacks</td>
<td>A</td>
<td>9</td>
<td>The perimeter of the Plan Area shall have minimum setback dimensions that comply with Table 3.7.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architectural Character</td>
<td>B</td>
<td>1.1</td>
<td>Buildings shall be of high quality, contemporary architectural design. Contemporary architectural design is 21st century design: it reflects current trends in architecture. Contemporary architectural design does not adhere to a particular style of set of standards; rather, it seeks to distinguish itself from the past by incorporating the latest innovations in building technology and design.</td>
<td></td>
<td></td>
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<tr>
<td>Architectural Character</td>
<td>B</td>
<td>1.2</td>
<td>Buildings shall not directly reference historic architectural styles or use materials associated with specific periods or styles.</td>
<td></td>
<td></td>
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<tr>
<td>Architectural Character</td>
<td>B</td>
<td>1.3</td>
<td>Building shall not use terracotta tile roofing, mansard roofs, asphalt roof tiles or shingles.</td>
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<td></td>
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<tr>
<td>Architectural Character</td>
<td>B</td>
<td>1.4</td>
<td>Ribbon windows and flat building facades shall not be permitted.</td>
<td></td>
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</tr>
<tr>
<td>Architectural Character</td>
<td>B</td>
<td>1.5</td>
<td>Auto-oriented ground floor building design, such as continuous, open to the street, at grade covered parking spaces and extended curb cuts, shall not be permitted.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proportion</td>
<td>B</td>
<td>1.6</td>
<td>The size of the pedestrian, podium and tower levels shall be in proportion to one another.</td>
<td></td>
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<tr>
<td>Proportion</td>
<td>B</td>
<td>1.7</td>
<td>Visual discord due to the mixing of too many differently shaped and sized building elements, forms, colors, or textures, shall not be permitted.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proportion</td>
<td>B</td>
<td>1.8</td>
<td>Random, oversized building elements shall not be permitted.</td>
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<tr>
<td>Pedestrian level massing</td>
<td>B</td>
<td>2.1</td>
<td>To create a pedestrian level setback for active uses with occupied floor above, pedestrian level façade setbacks from the build-to-line shall not exceed 10 feet.</td>
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<tr>
<td>Pedestrian level massing</td>
<td>B</td>
<td>2.2</td>
<td>Where Active Uses or Required Building Entry, Lobby or Residential Amenity Space uses are required, the minimum floor-to-floor height for the ground floor shall be no less than 14 feet where there is amenity space.</td>
<td></td>
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<tr>
<td>Podium level massing</td>
<td>B</td>
<td>2.3</td>
<td>Podium level building massing shapes the spatial definition of the public realm. Building street walls up to 90 feet are considered the podium level.</td>
<td></td>
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<tr>
<td>Podium level massing</td>
<td>B</td>
<td>2.4</td>
<td>The first one to three levels of all buildings shall be differentiated from the upper floors to provide a visual support for the floors above. They shall have high quality materials appropriate for a pedestrian environment.</td>
<td></td>
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<tr>
<td>Podium level massing</td>
<td>B</td>
<td>2.5</td>
<td>Stepbacks are required as shown on Figure 3.3, Building Heights. Where required, stepbacks shall be no higher than 65 feet above grade with the building set back no less than six feet from the street wall.</td>
<td></td>
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<tr>
<td>Tower level massing</td>
<td>B</td>
<td>2.6</td>
<td>The tower, or skyline level consists of all building levels above 90 feet from grade. The skyline level contributes to the visual identity of the Plan Area.</td>
<td></td>
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<tr>
<td>Tower level massing</td>
<td>B</td>
<td>2.7</td>
<td>Tower massing shall extend to ground level to visually anchor the tower to the ground.</td>
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<tr>
<td>Tower level massing</td>
<td>B</td>
<td>2.8</td>
<td>Towers extending to ground shall be set back 10 feet minimum from the build-to line.</td>
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<tr>
<td>Tower level massing</td>
<td>B</td>
<td>2.9</td>
<td>Towers shall be oriented in an east-west direction to minimize impacts to views from residences along Saint Francis Boulevard.</td>
<td></td>
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</tr>
<tr>
<td>Tower level massing</td>
<td>B</td>
<td>2.1</td>
<td>Each tower shall not exceed a massing envelope of 240 feet long by 150 feet wide, as shown in figure 3.6.</td>
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<tr>
<td>Tower level massing B</td>
<td>2.11</td>
<td></td>
<td>A minimum separation of 60 feet shall be provided between any two towers or portions of skyline level building massing.</td>
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<tr>
<td>Tower level massing B</td>
<td>2.12</td>
<td></td>
<td>Towers are not permitted adjacent to the central open space.</td>
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<tr>
<td>Façade modulation B</td>
<td>3.1</td>
<td></td>
<td>Long continuous facades that extend the length of a parcel or city block shall not be permitted. Buildings over 100 feet in width shall provide vertical breaks in building massing in the form of projections and recesses to reduce the overall scale of the building.</td>
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<tr>
<td>Façade modulation B</td>
<td>3.2</td>
<td></td>
<td>Occupiable projections, such as balconies or bay windows, are permitted to project up to six feet from building face above streets and open spaces above the pedestrian level, in accordance with the City’s Building and Fire Codes. The recess or projection shall be a minimum of 3 feet in depth.</td>
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<tr>
<td>Façade modulation B</td>
<td>3.3</td>
<td></td>
<td>The façade shall be divided into segments of 30 to 60 feet in width, as shown in figure 3.7, using one or more of the design approaches below: - Vertical shifts - Balconies or bay windows - Corner expression - Volumetric recesses (including balconies) - Volumetric projections - Change of Material: to achieve modulation by a change of material, the material change must occur for at least 20% of the façade and must change in plane at least 18 inches in depth from the facade.</td>
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<tr>
<td>Fenestration</td>
<td>B</td>
<td>3.4</td>
<td>Building fenestration shall incorporate recessed and/or projecting window bays, balconies, canopies, and architectural elements, contrasting surfaces, and/or a rhythm to the building’s light and shadow.</td>
<td></td>
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<tr>
<td>Fenestration</td>
<td>B</td>
<td>3.5</td>
<td>Avoid featureless expanses of fenestration that eliminate a sense of human scale.</td>
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<tr>
<td>Blank facades</td>
<td>B</td>
<td>3.6</td>
<td>Ground floor blank facades at building walls facing public spaces or streets greater than 50 feet shall not be permitted.</td>
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<tr>
<td>Blank facades</td>
<td>B</td>
<td>3.7</td>
<td>At the ground floor, blank facades longer than 50 feet shall provide landscaping, public art, or architectural relief with design interest to the satisfaction of the Planning Division.</td>
<td></td>
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<tr>
<td>Ground floor design</td>
<td>B</td>
<td>3.8</td>
<td>Transparent windows, storefronts, show windows, building entries, dwelling entries, and/or other active uses shall be placed along street and public open space frontages, as required in the Ground Floor Active Frontage standards.</td>
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<tr>
<td>Ground floor design</td>
<td>B</td>
<td>3.9</td>
<td>Doors or sliding windows shall be used by ground-floor restaurants, eating and beverage services to enable outdoor dining along sidewalks and plazas.</td>
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<tr>
<td>Entries</td>
<td>B</td>
<td>4.1</td>
<td>Buildings shall have identifiable main entrances that are directly visible and accessible from public rights-of-way. An entry canopy, recessed building volume, a sculptural volume, change in scale or identifiable architectural treatments are acceptable features.</td>
<td></td>
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<tr>
<td>Entries</td>
<td>B</td>
<td>4.2</td>
<td>In mixed-use buildings, residential entries are to be differentiated from commercial entries.</td>
<td></td>
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<tr>
<td>Entries</td>
<td>B</td>
<td>4.3</td>
<td>Pedestrian seating and bicycle parking shall be located near building entrances.</td>
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<tr>
<td>Windows</td>
<td>B</td>
<td>4.4</td>
<td>Upper story windows shall provide architectural details, such as sills, or lintels, that recess or project from the facade.</td>
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<tr>
<td>Windows</td>
<td>B</td>
<td>4.5</td>
<td>Reflective glazing is not permitted.</td>
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<tr>
<td>Windows</td>
<td>B</td>
<td>4.6</td>
<td>Non-reflective coatings, low-emissivity glass, external shade devices and other elements shall be used.</td>
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<tr>
<td>Materials and color</td>
<td>B</td>
<td>5.1</td>
<td>Building materials, colors and finishes shall be coordinated to create a visually harmonious color palette appropriate for a family-oriented residential neighborhood, consistent with contemporary building design.</td>
<td></td>
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<tr>
<td>Materials and color</td>
<td>B</td>
<td>5.2</td>
<td>High quality building materials and architectural detailing, with a preference for natural materials at the ground level, shall be used where people directly experience buildings.</td>
<td></td>
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<tr>
<td>Materials and color</td>
<td>B</td>
<td>5.3</td>
<td>Changes in color, texture or materials shall be used to differentiate architectural elements and building massing.</td>
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<tr>
<td>Materials and color</td>
<td>B</td>
<td>5.4</td>
<td>Monolithic use of color, where an entire building is one color or tone shall not be permitted.</td>
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<tr>
<td>Materials and color</td>
<td>B</td>
<td>5.5</td>
<td>Garish, or discordant use of color shall not be permitted.</td>
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### Parking Ratios

**C 1.1** The following parking ratios are currently anticipated for Parcels B through F:
- The parking ratio for residential units is zero to 1.5 spaces per dwelling unit.
- The Applicant may increase parking above the foregoing ratio if supported by a parking analysis prepared by a qualified traffic engineer.
- By way of example, at Parcel C, if the parking ratio for the affordable housing is 0.5 parking space per dwelling unit, such is permissible because it falls within the foregoing range of parking ratios. Development of Parcel C may provide parking at a parking ratio up to 1.5 spaces/unit. To the extent parking is provided, the parking ratio will be included in the documents submitted to the City for review and approval of Parcel C.

**C 1.2** Parking for pick-up and drop-off for the Head Start Program at Parcel C may be accommodated by on-street parking marked by appropriate signage, with such signage reserving parking spaces for this use during the appropriate hours.

**C 1.3** Overflow parking for Parcel A may be accommodated within the Plan Area with surface parking, on-street parking, or within future parking podiums or structures on Parcels B through F. To the extent that Applicant demonstrates that overflow parking is not needed for a particular development, it will be eliminated as a requirement in the future.

**C 1.4** Residential parking can be accommodated in mechanical puzzle lifts.
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<tr>
<td>Parking ratios</td>
<td>C</td>
<td>1.5</td>
<td>No more than 10% of residential parking can be tandem, and tandem spaces may only be assigned to users of the same dwelling unit. Tandem units may be designed as either front to rear spaces or mechanical puzzle lift spaces.</td>
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<tr>
<td>Parking ratios</td>
<td>C</td>
<td>1.6</td>
<td>Parking Enforcement: Applicant or a delegee will be responsible for enforcement of any parking rules on JUHSD property. If private parking restrictions for on-street parking are put in place, parking spaces available for public use will be designated to access publicly accessible parkland, trails, and open space during time periods of private parking restrictions.</td>
<td></td>
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<tr>
<td>Parking ratios</td>
<td>C</td>
<td>1.7</td>
<td>One bicycle parking stall per unit shall be provided and accessible from street level, unless otherwise mandated by the building code. Bicycle parking, if in excess of one stall per unit, can be located anywhere on site.</td>
<td></td>
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</tr>
<tr>
<td>Design of Off-street parking and loading</td>
<td>C</td>
<td>2.1</td>
<td>Parking shall be located behind, within, or under buildings, or within separate structures. Surface parking areas are prohibited between any building and Entry Drive, North Drive, East Drive and West Drive street frontages.</td>
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<tr>
<td>Design of Off-street parking and loading</td>
<td>C</td>
<td>2.2</td>
<td>Parking stall and drive aisle dimensions for each parcel may comply with either approach 1 or 2 below, or a combination of both approaches: - The current City standards for off-street parking (including the ratio of standard spaces to compact spaces) at the time of the Applicant’s submittal for conformance review, and/or - A “Uni-stall” standard size parking space which is based upon a stall dimension of 8’–6” x 18’–0”, unless constrained by a wall on one or both sides, in which case the minimum stall width will be 9’–0” minimum. The drive aisle shall maintain a minimum of 24’ clear.</td>
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<tr>
<td>Design of Off-street parking and loading</td>
<td>C</td>
<td>2.3</td>
<td>For mixed-use projects, shared parking is encouraged to allow uses with different peak hours of operation to utilize off-street parking facilities of other buildings in the Precise Plan.</td>
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<tr>
<td>Design of Off-street parking and loading</td>
<td>C</td>
<td>2.4</td>
<td>Loading docks and service areas shall be located at the rear of the development or inside parking structures for parcels deeper than 80 feet, separate from parking areas. For smaller parcels, loading docks and service areas must be located on the side street, wherever possible. Loading zones should not disrupt the flow of traffic within a given project area.</td>
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<tr>
<td>Design of Off-street parking and loading</td>
<td>C</td>
<td>2.5</td>
<td>Loading docks shall be located on Access Drives North, South, and West. If this is not possible, loading docks may be provided on East, North or West Drive, if enclosed within a building.</td>
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| Vehicle and bicycle access                 | C       | 3.1    | Location of vehicular parking entrances shall be as follows:  
- Parcel A shall be accessed from Access Drive West.  
- Parcel B shall be accessed from Entry Drive or Access Drive North; or any combination of these.  
- Parcel C shall be accessed from Access Drive South.  
- Parcel D shall be accessed from Access Drive North, Access Drive South; or both.  
- Parcel E shall be accessed from East Drive or West Drive; or both.  
- Parcel F shall be accessed from West Drive or Access Drive West; or both. |
<p>| Vehicle and bicycle access                 | C       | 3.2    | Vehicular entries shall be located a minimum of 100 feet from intersections and crosswalks except for driveways located along access ways.                                                                |
| Vehicle and bicycle access                 | C       | 3.3    | Bicycle access shall be from street level, and not required through garage entrances. Bicycle storage for each building shall be accessible from ground level, as close to the driveway entry as practicable, and clearly signed. Bicycles in excess of one per unit can be stored anywhere on site. |
| Vehicle access design                      | C       | 4.1    | Two-way vehicular entrances designed as a single driveway shall have a maximum width of 24’.                                                                                                             |
| Vehicle access design                      | C       | 4.2    | Where a driveway crosses a sidewalk, clearly demarcate the sidewalk across the entire width of the driveway by using colored paving or materials.                                                           |
| Vehicle access design                      | C       | 4.3    | On-street parking may be provided in the form of parallel parking or angled parking.                                                                                                                   |
| Parking structures                         | C       | 5.1    | Above-ground garages not screened by residential uses shall include façade treatments or screening.                                                                                                       |</p>
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<tr>
<td>Parking structures</td>
<td>C</td>
<td>5.2</td>
<td>Parking garages shall be lined with ground floor active uses or residential entries where indicated per street frontage requirements, and designed with building façades that screen structural elements of the garage where not required by street frontage requirements.</td>
<td></td>
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<tr>
<td>Parking structures</td>
<td>C</td>
<td>5.3</td>
<td>The design of entries to parking garages shall not be more prominent on the building façade than the primary pedestrian entry.</td>
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<tr>
<td>Parking structures</td>
<td>C</td>
<td>5.4</td>
<td>Above-ground parking garages shall be designed with human scale design elements that complement and do not contrast with buildings and public spaces of the Precise Plan.</td>
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<tr>
<td>Parking structures</td>
<td>C</td>
<td>5.5</td>
<td>Parcels B, C, D, E, and F may contain above-ground parking garages.</td>
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<tr>
<td>Parking structures</td>
<td>C</td>
<td>5.6</td>
<td>Parking structure lighting shall be designed to avoid direct glare towards adjacent residential buildings.</td>
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<tr>
<td>Bicycle facilities</td>
<td>C</td>
<td>6.1</td>
<td>Bicycle parking should be in close proximity to building entrances and bicycle routes for user convenience.</td>
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<tr>
<td>Bicycle facilities</td>
<td>C</td>
<td>6.2</td>
<td>Bicycle parking shall accommodate a range of bicycle types, including standard bicycles, E-bikes, tandem bicycles, and trailers.</td>
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<tr>
<td>Bicycle facilities</td>
<td>C</td>
<td>6.3</td>
<td>On-street bicycle parking shall be separated from automobile parking by use of a landscaped buffer or curb.</td>
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<tr>
<td>Bicycle facilities</td>
<td>C</td>
<td>6.4</td>
<td>Off-street bicycle parking shall be in secure locations in each building in the Precise Plan area.</td>
<td></td>
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<tr>
<td>Common open space</td>
<td>D</td>
<td>2.1</td>
<td>Buildings shall provide spatial enclosure for common open spaces to create privacy, limit views from streets, and wind protection.</td>
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<tr>
<td>Common open space</td>
<td>D</td>
<td>2.2</td>
<td>Common open space shall be visible and accessible to and from building amenity areas.</td>
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<tr>
<td>Private open space</td>
<td>D</td>
<td>3.1</td>
<td>Private open spaces shall be directly accessible from the unit and large enough to permit outdoor activities with a minimum of five feet width and depth.</td>
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<tr>
<td>Private open space</td>
<td>D</td>
<td>3.2</td>
<td>Private open space shall be constructed with high quality durable materials.</td>
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<tr>
<td>Private open space</td>
<td>D</td>
<td>3.3</td>
<td>Fencing or screening between ground floor private open spaces shall permit visibility in and out of the open space for the top 18 inches.</td>
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<tr>
<td>Hillside woodlands</td>
<td>E</td>
<td>1.1</td>
<td>A tree succession operations plan for aging mature trees prepared by a qualified arborist will guide the replacement of existing trees over time due to age or fire vulnerability.</td>
<td></td>
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<tr>
<td>Landscape design</td>
<td>E</td>
<td>1.2</td>
<td>Removed trees shall be replaced with a diverse plant ecology governed by the area’s unique coastal/Mediterranean climate including evergreen and deciduous species as recommended by an arborist.</td>
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<tr>
<td>Landscape design</td>
<td>E</td>
<td>1.3</td>
<td>The project’s wooded hillside perimeter to the west and east shall be cleaned of surface and ladder fuels. Replacement trees shall include evergreen and deciduous species as described in the Project Tree List.</td>
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<tr>
<td>Planting</td>
<td>E</td>
<td>2.1</td>
<td>Plant material shall be comprised of at least 75% drought tolerant plant species. Planting plans shall comply with Daly City’s Water Conservation in Landscaping regulations and the Water Use Classification of Landscape Species (WUCOLS).</td>
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<tr>
<td>Planting</td>
<td>E</td>
<td>2.2</td>
<td>Where turf grass is used, low water use hybrids and/or no mow varieties shall be used. A variety of shrubs and ground covers should be used to create layering around building foundations, keeping shrubs at or below windowsills. Plant selections should be such that sightlines remain open and clear, and places of concealment are not fostered. Plants should be used to screen above-ground utilities. Along streets and sidewalks, plants shall be used in planters within the right of way to create spatial separation between sidewalk and vehicular traffic.</td>
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<tr>
<td>Planting</td>
<td>E</td>
<td>2.3</td>
<td>Pollinator plants that attract native birds and insects should be used strategically in locations well-suited to attract and sustain native populations. Use of fruiting plant material should occur away from hardscape areas to prevent staining of pavements and to minimize maintenance.</td>
<td></td>
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</tr>
<tr>
<td>Planters</td>
<td>E</td>
<td>3.1</td>
<td>Landscape planters within any private street shall be a minimum of four feet wide.</td>
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</tr>
<tr>
<td>Planters</td>
<td>E</td>
<td>3.2</td>
<td>Tree wells shall be 4’x 4’ minimum. Tree grates shall be cast iron with a baked oil finish in plaza areas and be an ADA accessible design consistent with the neighborhood.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planters</td>
<td>E</td>
<td>3.3</td>
<td>Where landscape planting is provided under trees, planters shall be 4’ W x 6’ L minimum.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planters</td>
<td>E</td>
<td>3.4</td>
<td>Planted medians shall provide at least a five feet wide planting area in addition to a minimum 12 inches wide maintenance band at the back of curb consisting of concrete, pavers, or fixed cobbles.</td>
<td></td>
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</tr>
<tr>
<td>Topic</td>
<td>Section</td>
<td>Number</td>
<td>Standard</td>
<td>Applicant To Fill Project Compliance (Yes/No/Not Applicable)</td>
<td>City Staff Comments</td>
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</tr>
<tr>
<td>Site irrigation</td>
<td>E</td>
<td>4.1</td>
<td>Site irrigation systems shall comply with all local and state requirements as of time of project approval, and shall meet the City’s water efficiency regulations.</td>
<td></td>
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</tr>
<tr>
<td>Site irrigation</td>
<td>E</td>
<td>4.2</td>
<td>All irrigation equipment shall be controlled with weather-based controllers located in easily accessible, locked stainless steel pedestal boxes. The equipment shall include flow sensors and automatic shut off valve capability with a wi-fi based alarm system to alert maintenance controller team(s).</td>
<td></td>
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</tr>
<tr>
<td>Site irrigation</td>
<td>E</td>
<td>4.3</td>
<td>Irrigation systems shall provide quick couplers or hose bibbs in lockable wall boxes in all common use areas.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soils and drainage</td>
<td>E</td>
<td>5.1</td>
<td>On-grade planting areas shall be comprised of amended topsoil import or amended native soil as required, based on a soil analysis report and soil laboratory recommendations. Excavation, clearing and grubbing, or soil preparation shall occur within established tree protection zones as per the advice of a landscape architect or arborist.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soils and drainage</td>
<td>E</td>
<td>5.2</td>
<td>Planting areas shall by dressed with a 3-inch layer of mulch.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soils and drainage</td>
<td>E</td>
<td>5.3</td>
<td>Cast iron or similar drain grates shall be used in turf and pedestrian circulation areas. Landscape planters shall be drained with cast iron, decorative metal, plastic or similar flat or atrium-style grates and factory-fabricated bodies.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site furnishings</td>
<td>E</td>
<td>6.1</td>
<td>Site furnishings shall be comprised of materials designed to withstand outdoor conditions.</td>
<td></td>
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</tbody>
</table>
### Site furnishings

<table>
<thead>
<tr>
<th>Topic</th>
<th>Section</th>
<th>Number</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site furnishings</td>
<td>E</td>
<td>6.2</td>
<td>Short term bicycle parking shall be dispersed throughout the Plan Area, as required to meet project requirements, city standards, and bicycle parking standards. Bicycle racks shall be galvanized, vinyl covered, or stainless steel, and meet all City requirements. In ground- or surface-mounted attachment is acceptable.</td>
</tr>
<tr>
<td>Site furnishings</td>
<td>E</td>
<td>6.3</td>
<td>Seating shall be provided at retail, parks, open spaces, adjacent to the trails, and in front of primary building lobbies. Benches shall be made of metal and/or wood. Where wood is used, it should be thermally modified, or a suitable hardwood built to withstand weather and heavy public usage.</td>
</tr>
<tr>
<td>Site furnishings</td>
<td>E</td>
<td>6.4</td>
<td>Café tables with chairs shall be movable with a variety of sizes for public use in gathering spaces and shall be constructed of materials suitable for outdoor public usage.</td>
</tr>
<tr>
<td>Site furnishings</td>
<td>E</td>
<td>6.5</td>
<td>At least one drinking fountain shall be provided at each of the following: Overlook Park, Central Green, and the Recreation Trail. Dog bowl and water bottle filling attachments are recommended but not required.</td>
</tr>
<tr>
<td>Site furnishings</td>
<td>E</td>
<td>6.6</td>
<td>Within Overlook Park, Applicant shall provide play equipment for children ages two through twelve. All play areas will be designated for children between the ages of two to five and for ages five to twelve years old. Any community garden shall provide raised beds and a regular water service connection with water spigot at 100-foot intervals.</td>
</tr>
<tr>
<td>Topic</td>
<td>Section</td>
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<td>Standard</td>
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</tr>
<tr>
<td>Trees</td>
<td>E</td>
<td>7.1</td>
<td>Trees within the street right of way, in plazas, and high-visibility open space areas shall be provided in 24-inch box size or larger and be secured with at least three tree stakes or below-grade root ball guying systems appropriate for the windy conditions found in Daly City. Above-ground cabling guying shall not be used in public spaces. Trees shall be pruned up to 6 feet to 8 feet clear off the ground or as required by ADA or City guidelines.</td>
</tr>
<tr>
<td>Trees</td>
<td>E</td>
<td>7.2</td>
<td>Individual developments within the Plan Area shall use trees that are provided in minimum 15-gallon size or larger for no greater than 50 percent of the trees planted. All other trees shall be box-specimen.</td>
</tr>
<tr>
<td>Trees</td>
<td>E</td>
<td>7.3</td>
<td>Entries at the north and south shall have unique tree plantings, and the design of these planting shall be approved by the Planning Division.</td>
</tr>
<tr>
<td>Trees</td>
<td>E</td>
<td>7.4</td>
<td>Seasonal interest shall be created with deciduous trees providing spring flowers and fall color.</td>
</tr>
<tr>
<td>Trees</td>
<td>E</td>
<td>7.5</td>
<td>Driveway entries, curb cuts, and curb ramps shall be constructed of concrete and shall match sidewalks to provide a consistent look and feel for hardscape along vehicular and pedestrian circulation routes.</td>
</tr>
<tr>
<td>Trees</td>
<td>E</td>
<td>7.6</td>
<td>Enhanced finishes and/or striping shall be used at the master plan entry, at all driveway entries, and at all crosswalks.</td>
</tr>
<tr>
<td>Trails and paths</td>
<td>E</td>
<td>8.1</td>
<td>Trail surfaces shall be asphalt or concrete, provide for adequate clearances along the edges and overhead, and be suitable for their intended use. Refer to trail sections in Chapter 5 for trail dimensions.</td>
</tr>
<tr>
<td>Topic</td>
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</tr>
<tr>
<td>Trails and paths</td>
<td>E</td>
<td>8.2</td>
<td>Signage, ornamental landscaping, and trees shall be provided along the trail system to enhance user experience.</td>
</tr>
<tr>
<td>Stormwater management</td>
<td>E</td>
<td>9.1</td>
<td>Project submittals shall comply with the Precise Plan’s phased, performance-based approach to stormwater management, consistent with the San Mateo County Municipal Regional Stormwater Permit, and Daly City’s municipal code pertaining to stormwater management. Projects shall minimize the amount of paved area. Where feasible, paved areas shall include “green” stormwater collection and treatment, and employ Low Impact Development (LID) features that minimize surface water runoff. LID features may include bioretention systems, swales, green roofs, and permeable pavers.</td>
</tr>
<tr>
<td>Stormwater management</td>
<td>E</td>
<td>9.2</td>
<td>Stormwater retention features that minimize runoff into streets, parking lots, landscaped areas, and open spaces shall be incorporated, where feasible. Stormwater retention features include drainage swales and rain gardens.</td>
</tr>
<tr>
<td>Open Space Landscaping</td>
<td>E</td>
<td>10.1</td>
<td>Landscaping shall define the edges of paths, plazas, and seating areas.</td>
</tr>
<tr>
<td>Standards</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Open Space</td>
<td>E</td>
<td>10.2</td>
<td>Trees shall be planted to shade walkways, gathering areas, parking, and other larger expanses of pavement.</td>
</tr>
<tr>
<td>Landscaping Standards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open Space</td>
<td>E</td>
<td>10.3</td>
<td>Landscaping in setback areas shall create a transition zone between the sidewalk and street-level residential units and entries.</td>
</tr>
<tr>
<td>Landscaping Standards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open Space</td>
<td>E</td>
<td>10.4</td>
<td>Landscaped areas shall be regularly maintained to keep them aesthetically pleasing, and to remove dead and dying plants.</td>
</tr>
<tr>
<td>Topic</td>
<td>Section</td>
<td>Number</td>
<td>Standard</td>
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</tr>
<tr>
<td>Open Space Landscaping Standards</td>
<td>E</td>
<td>10.5</td>
<td>Gateway or entry points shall be emphasized with distinctive trees and plants.</td>
</tr>
<tr>
<td>Open Space Landscaping Standards</td>
<td>E</td>
<td>10.6</td>
<td>Existing trees, to the extent feasible, and healthy, are to be preserved and integrated into site designs.</td>
</tr>
<tr>
<td>Open Space Landscaping Standards</td>
<td>E</td>
<td>10.7</td>
<td>To reduce water usage, all development shall employ water-efficient irrigation techniques, including micro-irrigation, drip systems, and weather-based irrigation controllers, instead of conventional sprinklers.</td>
</tr>
<tr>
<td>Open Space Landscaping Standards</td>
<td>E</td>
<td>10.8</td>
<td>Native, drought-tolerant, or well-adapted tree and plant species shall be used.</td>
</tr>
<tr>
<td>Open Space Landscaping Standards</td>
<td>E</td>
<td>10.9</td>
<td>Seasonal and year-round flowering shrubs and trees shall be located where they can be most appreciated by site users and passersby, such as adjacent to walks and open space areas, or as frames for building entrances and stairs.</td>
</tr>
<tr>
<td>Open Space Landscaping Standards</td>
<td>E</td>
<td>10.1</td>
<td>All landscaped areas shall be designed by a landscape professional to the satisfaction of the Planning Division.</td>
</tr>
<tr>
<td>Signage</td>
<td>F</td>
<td>1.1</td>
<td>Signs within the Plan Area shall comply with all regulations stated in the City’s Zoning Ordinance (Chapter 17.32) unless otherwise specified in the Precise Plan.</td>
</tr>
<tr>
<td>Signage</td>
<td>F</td>
<td>1.2</td>
<td>Signs shall be made of high-quality, durable, and environmentally friendly materials.</td>
</tr>
<tr>
<td>Topic</td>
<td>Section</td>
<td>Number</td>
<td>Standard</td>
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</tr>
<tr>
<td>Signage</td>
<td>F</td>
<td>1.3</td>
<td>Multi-tenant development anchor-identity signs should be complementary to any Plan Area signage or established by the Master Developer. Individual property owners will be allowed to use letter styles, but the overall sign should have one consistent material for letters and background.</td>
</tr>
<tr>
<td>Monument &amp; gateway signage</td>
<td>F</td>
<td>2.1</td>
<td>The Precise Plan shall include up to two freestanding monument/gateway signs: at the Serramonte Boulevard and Entry Drive intersection and at the West Drive and Campus Drive intersection, which form major entry points to the Plan Area.</td>
</tr>
<tr>
<td>Monument &amp; gateway signage</td>
<td>F</td>
<td>2.2</td>
<td>If provided, a single gateway or monument sign at the southern portion of the Plan Area near the round-about shall be located at Parcel E and be less than 4 feet high. The sign shall not obstruct sightlines for drivers to the extent safety is compromised.</td>
</tr>
<tr>
<td>Monument &amp; gateway signage</td>
<td>F</td>
<td>2.3</td>
<td>If provided, a single gateway or monument sign at the northern portion of the Plan Area near the Retail Plaza shall be located at Parcel B. It may either be less than 4 feet high and no longer than 20 feet, or may be a tower structure—either integrated with the Parcel B building corner or separate from the building. If an integrated tower structure, the structure shall not project more than five feet beyond the face of the building in any direction. If an independent tower structure, it may not be greater than 32 feet in height and not more than 64 sq. ft. in area. The maximum face area of signage of the tower structure shall not exceed 200 sq. ft.</td>
</tr>
<tr>
<td>Topic</td>
<td>Section</td>
<td>Number</td>
<td>Standard</td>
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</tr>
<tr>
<td>Monument &amp; gateway signage</td>
<td>F</td>
<td>2.4</td>
<td>Gateway or monument signs shall not have internal illumination but will be lighted with externally mounted luminaires.</td>
</tr>
<tr>
<td>Building signage</td>
<td>F</td>
<td>3.1</td>
<td>The physical design of signage shall conform to the architectural detailing of the associated building and shall be in proportion to the surface onto which such signage is mounted, as determined by the Planning Division.</td>
</tr>
<tr>
<td>Building signage</td>
<td>F</td>
<td>3.2</td>
<td>Signage shall not obstruct architectural details such as recesses, structural bays, or windows.</td>
</tr>
<tr>
<td>Building signage</td>
<td>F</td>
<td>3.3</td>
<td>Externally illuminated or halo lit signs shall be required. The use of internally lighted or box type signs are prohibited. Internally lighted signs measuring 2 sq. ft. or less are allowed.</td>
</tr>
<tr>
<td>Building signage</td>
<td>F</td>
<td>3.4</td>
<td>No more than three (3) building residential signs shall be provided per building. These shall be limited to address number, street name, and/or a building name if desired. If only one is provided, it shall be placed close to the main entry to the building. If signage is provided at more than one location, a minimum of one shall be placed close to the main entry. The second and third can be located such that the top of the signage is not greater than 25' feet from grade. The aggregate sign area shall not exceed 150 sq. ft.</td>
</tr>
<tr>
<td>Building signage</td>
<td>F</td>
<td>3.5</td>
<td>Durable, vandal-resistant materials and finishes shall be utilized for address signs.</td>
</tr>
<tr>
<td>Building signage</td>
<td>F</td>
<td>3.6</td>
<td>Conduit, tubing, or raceways shall be concealed. Transformers and other equipment for the signage shall also be concealed.</td>
</tr>
<tr>
<td>Storefront signage</td>
<td>F</td>
<td>4.1</td>
<td>Signage for multi-tenant retail buildings shall be developed to minimize potential visual conflict, clutter, and competition.</td>
</tr>
<tr>
<td>Topic</td>
<td>Section</td>
<td>Number</td>
<td>Standard</td>
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</tr>
<tr>
<td>Storefront signage</td>
<td>F</td>
<td>4.2</td>
<td>Maximum size for sign area per retail tenant is 30 sq. ft. on the face of a building. A second sign per retail tenant, not exceeding 20 sq. ft., may be hung as either a banner or a rigid sign perpendicular to the building face. Either of these two sign types may be attached to a building’s architectural canopy.</td>
</tr>
<tr>
<td>Storefront signage</td>
<td>F</td>
<td>4.3</td>
<td>For ground floor retail uses, hanging or projecting signs should be located near the front entry of a store. Coordinate with the overall design of the street wall. Hanging or projecting signs shall meet Americans with Disabilities Act (ADA) clearance requirements.</td>
</tr>
<tr>
<td>Storefront signage</td>
<td>F</td>
<td>4.4</td>
<td>Ancillary retail space or leasing offices shall be signed in a manner consistent with the storefront signage standards in this section.</td>
</tr>
<tr>
<td>Prohibited signs</td>
<td>F</td>
<td>5.1</td>
<td>Signs which rotate, move mechanically or by the wind, flash, blink or reflect light by means of a polished or mirrored surface.</td>
</tr>
<tr>
<td>Prohibited signs</td>
<td>F</td>
<td>5.2</td>
<td>Open flames, balloons, loudspeakers used to call attention to a product, service, or a property.</td>
</tr>
<tr>
<td>Prohibited signs</td>
<td>F</td>
<td>5.3</td>
<td>Signs which identify or advertise a product or service not available on the premises.</td>
</tr>
<tr>
<td>Prohibited signs</td>
<td>F</td>
<td>5.4</td>
<td>Externally illuminated signs where the source of light is directly visible or cause glare or reflections that are a traffic hazard or nuisance.</td>
</tr>
<tr>
<td>Prohibited signs</td>
<td>F</td>
<td>5.5</td>
<td>Signs which emit or reflect light by means of direct fluorescence, phosphorescence, or “day-glow” colors.</td>
</tr>
<tr>
<td>Prohibited signs</td>
<td>F</td>
<td>5.6</td>
<td>Any sign illumination which exhibits undue glare.</td>
</tr>
<tr>
<td>Topic</td>
<td>Section</td>
<td>Number</td>
<td>Standard</td>
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</tr>
<tr>
<td>Prohibited signs</td>
<td>F</td>
<td>5.7</td>
<td>Any sign placed or displayed on vehicles parked primarily for the purpose of displaying the sign. (This does not apply to food trucks that are parked while they provide service.)</td>
</tr>
<tr>
<td>Prohibited signs</td>
<td>F</td>
<td>5.8</td>
<td>Internally lit signs where the entire face of the sign is illuminated, rather than just the graphics.</td>
</tr>
<tr>
<td>Prohibited signs</td>
<td>F</td>
<td>5.9</td>
<td>Advertising bench signs, unless required by SamTrans at Serramonte Blvd.</td>
</tr>
<tr>
<td>Prohibited signs</td>
<td>F</td>
<td>5.1</td>
<td>Off-site directional signs.</td>
</tr>
<tr>
<td>Prohibited signs</td>
<td>F</td>
<td>5.11</td>
<td>Roof signs.</td>
</tr>
<tr>
<td>Prohibited signs</td>
<td>F</td>
<td>5.12</td>
<td>Outdoor advertising billboard signs.</td>
</tr>
<tr>
<td>Prohibited signs</td>
<td>F</td>
<td>5.13</td>
<td>Abandoned signs.</td>
</tr>
<tr>
<td>General lighting standards</td>
<td>G</td>
<td>1.1</td>
<td>Lighting shall incorporate dark sky principles by shielding fixtures to prevent light from emitting above a 90-degree angle. Any lighting source located on parking or rooftop parking shall be a full cutoff type.</td>
</tr>
<tr>
<td>General lighting standards</td>
<td>G</td>
<td>1.2</td>
<td>Light shall be designed to minimize glare and light trespass into neighboring buildings and properties.</td>
</tr>
<tr>
<td>General lighting standards</td>
<td>G</td>
<td>1.3</td>
<td>High-efficiency technology such as LED lighting with advanced controls shall be utilized to minimize energy consumption.</td>
</tr>
<tr>
<td>General lighting standards</td>
<td>G</td>
<td>1.4</td>
<td>The use of energy-efficient, long-life LEDs with light color rendered as a warm white (maximum K 3000) is encouraged.</td>
</tr>
<tr>
<td>Street lighting</td>
<td>G</td>
<td>2.1</td>
<td>Provide streetlights in general locations shown on Figure 3.8, Lighting Diagram for Locations.</td>
</tr>
<tr>
<td>Street lighting</td>
<td>G</td>
<td>2.2</td>
<td>Streetlights shall comply with Daly City standards.</td>
</tr>
<tr>
<td>Pedestrian lighting</td>
<td>G</td>
<td>3.1</td>
<td>Provide pedestrian lighting in general locations shown on Figure 3.8, Lighting Diagram. Additional locations for pedestrian lighting are along pedestrian pathways in open spaces and in surface parking areas.</td>
</tr>
<tr>
<td>Topic</td>
<td>Section</td>
<td>Number</td>
<td>Standard</td>
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</tr>
<tr>
<td>Pedestrian lighting</td>
<td>G</td>
<td>3.2</td>
<td>Pedestrian lighting shall not be taller than 25 feet in height.</td>
</tr>
<tr>
<td>Pedestrian lighting</td>
<td>G</td>
<td>3.3</td>
<td>Pedestrian lighting may be integrated with streetlighting by providing additional luminaires facing the sidewalk on streetlight poles, installed at a lower height than street luminaries.</td>
</tr>
<tr>
<td>Pedestrian lighting</td>
<td>G</td>
<td>3.4</td>
<td>Lighting in surface parking lots and service areas shall be directed away from surrounding buildings and properties using fixtures that minimize light trespass and glare.</td>
</tr>
<tr>
<td>Low illumination pedestrian lighting</td>
<td>G</td>
<td>4.1</td>
<td>Commercial grade bollards, step lights, and path lights shall be used as appropriate along pedestrian walkways and plazas.</td>
</tr>
<tr>
<td>Low illumination pedestrian lighting</td>
<td>G</td>
<td>4.2</td>
<td>Nighttime lighting for recreational uses in parks and public spaces should be unobtrusive and control glare.</td>
</tr>
<tr>
<td>Building lights</td>
<td>G</td>
<td>5.1</td>
<td>Lighting should be integrated into the design of buildings and building architecture to highlight significant architectural features such as signs, entrances, walkways, or storefront displays.</td>
</tr>
<tr>
<td>Building lights</td>
<td>G</td>
<td>5.2</td>
<td>Building facades may be illuminated using shielded fixtures to highlight architectural features.</td>
</tr>
</tbody>
</table>
Appendix B: Compliance Review - Example Projects
### Urban Design Standards

#### Street Frontage – Mixed-Use Ground Floor Use

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Non-Compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building meets street frontage standards for mixed-use ground floor uses:</td>
<td>Building does not meet street frontage standards for mixed-use ground floor uses:</td>
</tr>
<tr>
<td>A.7.2 Primary elevation aligns with build-to-line</td>
<td>A.8.5 Exceeds permitted maximum of two 12-foot driveways - loading areas prohibited for active street frontages</td>
</tr>
<tr>
<td>A.7.3 Projections with a height greater than 16 feet can encroach across</td>
<td>B.2.2 Does not meet minimum floor-to-floor ground floor height of 14 feet</td>
</tr>
<tr>
<td>the build-to-line up to 6 feet.</td>
<td>B.3.8 No physical or visual pedestrian access from sidewalk</td>
</tr>
<tr>
<td>B.2.2 Ground floor height meets 14-foot minimum</td>
<td></td>
</tr>
<tr>
<td>B.3.8 Physical and visual pedestrian access required</td>
<td></td>
</tr>
</tbody>
</table>

#### Street Frontage - Active Residential Ground Floor Use

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Non-Compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building meets street frontage standards for active residential ground floor use:</td>
<td>Building does not meet street frontage standards for active residential ground floor use:</td>
</tr>
<tr>
<td>A.7.2 Primary elevation aligns with build-to-line</td>
<td>A.7.8 Residents have physical and visual pedestrian access from sidewalk</td>
</tr>
<tr>
<td>B.3.8 Residences have physical and visual pedestrian access from sidewalk</td>
<td></td>
</tr>
</tbody>
</table>
ARCHITECTURAL DESIGN STANDARDS
Building Massing - Pedestrian and Podium Level

Compliant

Non-Compliant

Building meets building massing standards for pedestrian and podium levels:
B.2.4 First one to three levels of all buildings shall be differentiated from the upper floors to provide a visual support for the floors above; high quality materials at pedestrian level.
B.2.5 Upper levels of building stepback from lower building wall

Building does not meet building massing standards for pedestrian and podium levels:
B.2.4 Lack of differentiation between upper and ground floors
B.2.5 No upper level building stepbacks

Building Massing - Tower Level

Compliant

Non-Compliant

Building meets building massing standards for towers:
B.2.7 Tower massing extends to ground level
B.2.8 Tower massing extending to the ground is setback minimum 10 feet

Building does not meet building massing standards for towers:
B.2.7 Tower extending to the ground is not setback minimum 10 feet
ARCHITECTURAL DESIGN STANDARDS
Architectural Character; Massing; Facade Composition; Windows & Doors; Materials & Colors

Compliant

Building complies with the following standards:

Architectural Character
B.1.1 Contemporary architectural design
B.1.2 No reference to historic styles or materials
B.1.3 Avoids prohibited roof forms and materials
B.1.4 Avoids ribbon windows and flat building facades
B.1.5 Avoids auto-oriented ground floor
B.1.6 Building elements are in proportion to one another
B.1.7 Avoids visual discord of too many sizes and shapes
B.1.8 Avoids randomly sized building elements

Massing
B.2.2 Ground floor storefronts floor-to-floor height 14 feet
B.2.4 Ground floor differentiated from upper floors
B.2.5 Upper levels of building stepback from building wall

Facade Composition
B.3.1 No continuous long flat facade
B.3.2 Occupied projections
B.3.3 Facade divided using projecting and recessed volumes
B.3.4 Fenestration uses projecting bays and recesses
B.3.5 Avoids featureless fenestration
B.3.6 Avoids blank facades
B.3.8 Transparent storefront windows
B.3.9 Sliding ground floor doors for outdoor dining

Windows and Doors
B.4.1 Identifiable building entrances
B.4.2 Residential entries differentiated from retail entries
B.4.4 Upper story windows with detail
B.4.5 No use of reflective glazing

Materials and Colors
B.5.1 Materials and colors coordinated for visual harmony
B.5.2 High quality materials used at ground floor
B.5.3 Color differentiates architectural elements
B.5.4 No monolithic color
B.5.5 No garish or discordant colors

Non-Compliant

Building does not comply with the following standards:

Building Massing
B.2.4 Ground floor not differentiated from upper floors

Facade Composition
B.3.1 Continuous long flat façade – no building projections or recesses for facade over 100 feet in length
B.3.2 No occupied projections
B.3.3 Facade not divided using projecting or recessed volumes
B.3.4 Fenestration is flat, with no visual relief, no contrasting surfaces or use of projecting or recessed planes to create a rhythm of light and shadow
B.3.8 No active ground floor uses

Windows and Doors
B.4.1 Entrances not identifiable or easy to find from sidewalk
B.4.4 Upper story windows have no architectural details that recess or project from facade

Materials and Colors
B.5.2 Color does not differentiate architectural elements
B.5.3 Building is a monolithic color
ARCHITECTURAL DESIGN STANDARDS
Architectural Character; Massing; Facade Composition;
Windows & Doors; Materials & Colors

Compliant

Building complies with architectural character, massing, facade composition, windows & doors, materials & color standards.

Non-Compliant

Building does not comply with architectural character (use of historic architectural style) and color standards (monolithic color).

Building complies with architectural character, active ground floor use, building massing, facade composition, window detail, and color standards.

Building does not comply with architectural character (auto-oriented ground floor), no ground floor use, flat building massing, no facade modulation, no identifiable pedestrian entrance.

Building complies with architectural character, massing, facade composition, windows & doors, materials & color standards.

Building does not comply with architectural character (vertical ribbon windows), no active ground floor use, flat building massing, no facade modulation, no clear building entrance, no window detail, monolithic building color.
ARCHITECTURAL DESIGN STANDARDS
Parking Structures

Compliant

Parking structure complies with the following standards:

C.5.1 Above grade parking structure applies screening to minimize visual impact
C.5.4 Above grade parking structure designed with human-scale elements that complement and does not contrast with buildings and public spaces

Non-Compliant

Parking structure does not comply with the following standards:

C.5.1 Above grade parking structure does not apply screening to minimize visual impact
C.5.4 Above grade parking structure does not visually recede, rather it visually contrasts with surrounding buildings and public spaces
Acknowledgements

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BKF Engineers
» Brian Scott, Principal
» Tim Heffernan, Senior Project Manager

Office of the San Mateo County Counsel
» John D. Nibbelin, Chief Deputy County Counsel
» Timothy J. Fox, Lead Deputy County Attorney
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EXHIBIT G
[TENTATIVE MAP]
TYPICAL LOW WOOD RETAINING WALL

SCHEMATIC OF RETENTION STRUCTURE
EXHIBIT H

[PLACEHOLDER FOR MITIGATION MONITORING AND REPORTING PROGRAM]
EXHIBIT I

[PLACEHOLDER FOR CEQA FINDINGS]
EXHIBIT J

[PLACEHOLDER FOR EXISTING ORDINANCES]
EXHIBIT K

[PLACEHOLDER FOR ENACTING ORDINANCES]