

RESOLUTION NO. 2022-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN BRUNO RECOMMENDING TO THE CITY COUNCIL APPROVAL OF THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN BRUNO AND WILLIAMS PORTFOLIO 16 FOR THE MILLS PARK PROJECT (DA19-001) LOCATED AT 601-799 EL CAMINO REAL AND THE ADJACENT SITE AT 601-611 EL CAMINO REAL, SAN BRUNO, CALIFORNIA

WHEREAS, California Government Code, Title 7, Chapter 4, Article 2.5 (“Development Agreement Statute”) authorizes the City of San Bruno (“City”) to enter into Development Agreements which will provide certainty, definition and commitment to developers as well as to necessary public improvements required by development;

WHEREAS, in order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs and risks of development, the Legislature of the State of California enacted section 65864 et seq. of the Government Code (the “Development Agreement Statute”) which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement establishing certain development rights in the property;

WHEREAS, as authorized by Governmental Code Section 65865(c), the City has adopted City Council Resolution 1986-77 authorizing the execution of Development Agreements and establishing the procedures and requirements for said Development Agreements within the City;

WHEREAS, the City of San Bruno (“City”) and Williams Portfolio 16 (“Developer”), entered into that certain development agreement (the “Development Agreement” herein), recorded as instrument No. 2020-088980 on September 1, 2020, in connection with the construction of mixed use retail/residential project at the Mills Park Center, located primarily at 601 – 799 El Camino Real, and the adjacent commercial site at 601 – 611 El Camino Real (the “Project”). The property subject to the Development Agreement is described in Exhibit A and depicted in Exhibit B of the Development Agreement, and in Exhibit A of the attached First Amendment to the Development Agreement (the “Property”);

WHEREAS, Developer has requested an amendment (the “First Amendment”) to the Development Agreement to give Developer a two-year extension to the term of the Development Agreement, from 10 years to 12 years and extension of certain deadlines established in the Development Agreement;

WHEREAS, the proposed First Amendment to the Development Agreement is consistent with the San Bruno General Plan, and Zoning Ordinance (as amended by the Project Approvals);

WHEREAS, a Notice of Public Hearing was mailed to property owners within 1,000 feet of the subject site on August 5, 2022, and duly posted in the *San Mateo Times* on Saturday, August 6, 2022, for consideration of the First Amendment to the Development Agreement; and

WHEREAS, the Planning Commission held a Public Hearing on the First Amendment to the Development Agreement on August 16, 2022, and on said date, the Public Hearing was opened, held and closed; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of San Bruno, based on facts in the staff reports, written and oral testimony, and exhibits presented:

1. The Planning Commission hereby finds that the proposed First Amendment to the Development Agreement is consistent with the requirements of California Government Code, Title 7, and Chapter 4, Article 2.5 and San Bruno City Council Resolution 1986-77.
2. The Planning Commission hereby recommends that the City Council of the City of San Bruno approve the First Amendment of the Development Agreement by and between the City of San Bruno and Williams Portfolio 16 , substantially in the form attached hereto as Exhibit A, subject to minor conforming or technical revisions approved by the City Manager and City Attorney.
3. The Planning Commission hereby recommends that the City Council of the City of San Bruno approve Ordinance No. 2022-XX, attached hereto as Exhibit B, thereby adopting the First Amendment of the Development Agreement by and between the City of San Bruno and Williams Portfolio 16.

Date

Planning Commission Chair

ATTEST

APPROVED AS TO FORM

Planning Commission Secretary

City Attorney

-o0o-

I, Michael P. Laughlin, Planning Commission Secretary, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Planning Commission of the City of San Bruno this 16th day of August 2022 by the following vote:

AYES	Commissioners:	Harman, Madden, Johnson, Lethin, Biasotti
NOES	Commissioners:	None
ABSENT	Commissioners:	Durazo
RECUSED	Commissioners	Morgan

EXHIBIT A TO PLANNING COMMISSION RESOLUTION

AND WHEN RECORDED
MAIL TO:

City Clerk
City of San Bruno
Attn: City Attorney's Office
567 El Camino Real
San Bruno, CA 94066

Space Above This Line for Recorder's Use

Recording Fee: Exempt pursuant to
California Govt. Code
Section 27383

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SAN BRUNO
AND
WILLIAMS PORTFOLIO 16 RELATING TO THE MILLS PARK
PROJECT

Amendment of Portions of Sections 2 and 3 of the Development Agreement

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to the Development Agreement (this “Amendment”) is entered into as of the _____ day of _____, 2022, by and between the CITY OF SAN BRUNO, a municipal corporation (the “City”), and WILLIAMS PORTFOLIO 16, a California corporation, (the “Developer”), and is an amendment to the Development Agreement between the City and Developer, dated for reference purposes as July 14, 2020, and effective as of August 13, 2020.

R E C I T A L S

A. Pursuant to California Government Code Sections 65864-65869.5, the City and the Developer entered into a Development Agreement (the “Agreement”), dated for reference purposes as July 14, 2020, and effective as of August 13, 2020, to provide greater certainty and predictability in relations between the City and the Developer with respect to a development project (the “Project” as defined in the Agreement) on the property located primarily at 601 – 799 El Camino Real, and the adjacent commercial site at 601 – 611 El Camino Real, San Bruno, California, as more fully described in Exhibit A, attached hereto, and incorporated herein by reference. The Agreement was recorded as Instrument No. 2020-088980 on September 1, 2020 in the Office of the San Mateo County Recorder.

B. The parties now desire to amend the term of the Agreement from ten (10) years to twelve (12) years, extend certain deadlines established in the Agreement, and make certain other modifications as more particularly set forth in this Amendment.

C. On August 16, 2022, following a duly noticed public hearing, the Planning Commission adopted Resolution No. _____, recommending that the City Council approve this First Amendment.

D. At a duly noticed public hearing on _____ 2022, the City Council considered the information in the Project CEQA Documentation, as defined in Recital F of the Agreement, previously prepared for the Project and found the First Amendment to be within the scope of the Project CEQA Documentation, and in the alternative that it is exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(B)(3) because it can be seen with certainty that the extension of the term of the Agreement and other deadlines in the Agreement have no possibility of having a significant effect on the environment, and approved this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. This First Amendment shall be effective when City Ordinance No. 2022-_____ that approves this First Amendment becomes effective.

2. Section 2.2 of the Agreement is hereby amended to read as follows:

*"2.2 Term of Agreement. Subject to the following qualifications, the **"Term"** of this Agreement shall be twelve (12) years, commencing on the Final Approval Date and expiring on the twelfth (12th) anniversary of the Final Approval Date, unless earlier terminated or extended in accordance with the provisions of this Agreement. Promptly following City and Developer's mutual determination of the Final Approval Date, the Parties shall enter into a written letter agreement setting forth the Final Approval Date and the expiration date of this Agreement. The Parties agree that while the Term will not commence until the Final Approval Date, this Agreement shall be effective as of the Effective Date and all of the rights granted to Developer under this Agreement shall be effective as of the Effective Date. Developer acknowledges and agrees that the following interim scheduling requirements reflect City's desire for timely development of the Project and timely receipt of the Public Benefit Payment. Nothing in the following interim requirements and payment options shall serve to extend the Term, including but not limited to extensions of payment or performance deadlines that may occur pursuant to this Section 2.2 or Section 2.3."*

3. Section 2.2.1.1 of the Agreement is hereby amended to read as follows:

"2.2.1.1 Parcel A Horizontal Permit Application Deadline. Developer shall submit a Complete Application for a Horizontal Permit for Parcel A within four (4) years of the Final Approval Date (and the date of submission of the Complete Application shall be deemed the date the qualifying application is submitted to City and not the date that City determines or otherwise acknowledges that the application is a Complete Application), or this Agreement may be terminated by City in its sole discretion by notice to Developer; provided, Developer may extend the deadline for such Horizontal Permit application once by one (1) year by paying City One Million Five Hundred Thousand Dollars (\$1,500,000) as an advance on the Public Benefit Payment."

4. Section 2.3.1.2 of the Agreement is hereby amended to read as follows:

"2.3.1.2 Notwithstanding the scheduling provisions in Section 2.2, the Public Benefit Payment plus any CPI adjustment shall be paid in full on or before after the seventh (7th) anniversary of the Effective Date to maintain this Agreement in effect for the remainder of the Term; provided, Developer may extend the deadline for payment in full of the Public Benefit Payment plus any CPI adjustment until on or before the eighth (8th) anniversary of the Effective Date so long as Developer previously paid at least Six Million Dollars (\$6,000,000) of the Public Benefit Payment on or before the seventh (7th) anniversary of the Effective Date."

5. Section 3.2 of the Agreement is hereby amended to read as follows:

“3.2. Life of Approvals. Pursuant to Government Code section 66452.6(a) and this Agreement, (a) the life of all non-legislative Project Approvals other than the Vesting Tentative Map and any subsequent amendment thereof shall automatically be extended to and until the later of the following: (1) the end of the Term of this Agreement, as it may be earlier terminated pursuant to the terms set forth herein; or (2) the end of the term or life of any such Project Approval, and (b) the life of the Vesting Tentative Map and any subsequent amendment thereof, regardless of any other statute, rule, or authority that purports to set a different term, shall automatically be extended to and until but in no event beyond the end of the Term of this Agreement, as it may be earlier terminated pursuant to the terms set forth herein.”

6. Section 3.12.1.1 of the Agreement is hereby amended to read as follows:

*“3.12.1.1 As authorized by the approved Vesting Tentative Map for condominium purposes, within four (4) years after the Final Approval Date as determined pursuant to Section 2.1.2 (the "**Condo Application Deadline**"), Developer shall submit to City (a) a complete application for a Condominium Permit for the residential and commercial units in Building A of the Project and (b) a complete application for a Condominium Permit for the residential and commercial units in Building B of the Project, both such applications in conformance with applicable City regulations regarding such applications, and thereafter shall diligently pursue City's processing and consideration of the Condominium Permits to a final decision. Promptly after the Effective Date, City staff shall work with Developer to confirm Developer is informed of what is required for a Condominium Permit application to be considered complete and in conformance with applicable City regulations under this Section 3.12.1.1 for purposes of meeting the Condo Application Deadline.”*

7. No Other Changes. Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect as written.

8. Recordation of Amendment. No later than ten (10) days after the Effective Date of this First Amendment, the City Clerk shall record an executed original of this First Amendment in the Official Records of the County of San Mateo.

IN WITNESS WHEREOF, the Developer and City have executed this First Amendment as of the date first hereinabove written.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Developer and City have executed this First Amendment as of the date first hereinabove written.

DEVELOPER:

WILLIAMS PORTFOLIO 16,
a California corporation

By: _____
Scott W. Williams, President

CITY:

CITY OF SAN BRUNO

By: Jovan D. Grogan, City Manager

Attest:

VICKY HASHA (SEAL)
Deputy City Clerk

Approved as to Form:

Trisha Ortiz
Interim City Attorney

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this

State of California)

) ss

County of _____)

On _____, before me, _____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this

State of California)

) ss

County of _____)

On _____, before me, _____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

Exhibit A

PROPERTY LEGAL DESCRIPTION

[Chicago Title Company File No: 15606449-156-TJK-JM]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN BRUNO, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TRACT ONE:

PARCEL ONE:

LOTS 28, 29, 30, 31, 32, 33, 34 AND 35, BLOCK 1 AS SHOWN ON THE MAP ENTITLED "MILLS PARK NO. 2, SAN BRUNO, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER, STATE OF CALIFORNIA, COUNTY OF SAN MATEO ON SEPTEMBER 23, 1941 IN BOOK 23 OF MAPS, PAGE 75.

PARCEL TWO:

LOT 3 IN BLOCK 1 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MILLS PARK, SAN BRUNO, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY ON JANUARY 22, 1941 IN BOOK 23 OF MAPS, PAGE 35.

EXCEPTING THEREFROM SO MUCH AS DEDICATED FOR AN EASEMENT FOR PUBLIC USE AS A PUBLIC STREET, HIGHWAY AND THOROUGHFARE OVER LAND SITUATE IN THE CITY OF SAN BRUNO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 3, BLOCK 1, MAP OF MILLS PARK, SAN BRUNO, FILED IN BOOK 23 OF MAPS, PAGE 35; THENCE FROM SAID POINT OF BEGINNING SOUTH 17° 00' WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3, A DISTANCE OF 11.25 FEET; THENCE NORTH 26° 57' 30" WEST 58.22 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 3; THENCE ALONG THE BOUNDARY OF SAID 3, NORTH 63° 02' 30" SOUTH 7.81 FEET AND SOUTH 26° 57' 30" EAST 50.12 FEET TO THE POINT OF BEGINNING.

APN: 020-072-030 (AFFECTS PORTION OF PARCEL ONE), 020-072-040 (AFFECTS PORTION OF PARCEL ONE), 020-072-050 (AFFECTS PORTION OF PARCEL ONE), 020-072-060 (AFFECTS PORTION OF PARCEL ONE), 020-072-070 (AFFECTS PORTION OF PARCEL TWO) AND 020-072-320 (AFFECTS PORTION OF PARCEL ONE) AND JPN(S): 020 007 072 03 A, 020 007 072 04 A, 020 007 072 05 A, 020 007 072 06 A, 020 007 072 07 A AND 020 007 072 32 A

TRACT TWO:

PARCEL ONE:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESIGNATED "B", AS SHOWN ON THE MAP ENTITLED "MAP NO. 2, MILLS PARK SAN BRUNO, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON SEPTEMBER 23, 1941 IN BOOK 23 OF MAPS, PAGE 75, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHEASTERLY LINE OF CAMINO PLAZA, AS SHOWN ON SAID MAP, AT THE MOST SOUTHERLY CORNER OF SAID PARCEL OF LAND DESIGNATED "B" ON SAID MAP; THENCE FROM SAID POINT OF BEGINNING NORTH 26° 57' 30" WEST ALONG THE SAID NORTHEASTERLY LINE OF CAMINO PLAZA, 152.31 FEET (SAID LAST MENTIONED DISTANCE BEING SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP, FILED DECEMBER 04, 1941 IN BOOK 1 OF LICENSED LAND SURVEYORS MAPS, PAGE 72, RECORDS OF SAN MATEO COUNTY AND WHICH DISTANCE WAS INCORRECTLY SHOWN AS 151.26 FEET ON THE MAP OF MILLS PARK NO. 2 ABOVE MENTIONED) TO THE SOUTHEASTERLY LINE OF SAN BRUNO AVENUE, AS SHOWN ON THE MAP FIRST SHOWN REFERRED TO; THENCE NORTH 64° 14' 50" EAST ALONG, THE LAST MENTIONED LINE 55.34 FEET TO THE SOUTHWESTERLY LINE OF THE LANDS DESCRIBED IN PARCEL ONE OF THE LIS PENDENS RECORDED SEPTEMBER 25, 1961 IN BOOK 4100 OF OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 108 (98524-T) IN ACTION NO.96349, IN THE SUPERIOR COURT, COUNTY OF SAN MATEO, ENTITLED "THE PEOPLE OF THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE DEPARTMENT OF PUBLIC WORKS, PLAINTIFF VS. G. W. WILLIAMS CO., A CORPORATION, ET AL, DEFENDANTS", SAID LAST MENTIONED LINE BEING PARALLEL WITH AND DISTANT 60 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE "A" LINE OF THE DEPARTMENT OF PUBLIC WORKS SURVEY FOR STATE HIGHWAY IN THE CITY OF SAN BRUNO, ROAD IV-SM-22-DBR, THENCE ALONG SAID PARALLEL LINE SOUTH 27° 00' 20" EAST 151.15 FEET, (CALLED NORTH 26° 59' 40" WEST 150.91 FEET IN SAID PARCEL ONE OF THE LIS PENDENS ABOVE

MENTIONED) TO THE SOUTHEASTERLY LINE OF SAID PARCEL DESIGNATED "B", THENCE SOUTH 63° 02' 30" WEST ALONG THE LAST MENTIONED LINE 55.46 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

THAT PORTION THEREOF CONDEMNED IN FEE BY CITY OF SAN BRUNO, A MUNICIPAL CORPORATION BY FINAL ORDER OF CONDEMNATION RECORDED JANUARY 23, 1997, INSTRUMENT NO. 97-008527, OF OFFICIAL RECORDS.

PARCEL TWO:

PARCELS A AND B AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED, "PARCEL MAP, BEING A RESUBDIVISION OF PARCEL A AND PARKING AREA AS SHOWN ON THAT MAP ENTITLED, "MAP NO. 2 MILLS PARK" FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON SEPTEMBER 23, 1941 IN VOLUME 23, PAGE 75" RECORDED ON AUGUST 05, 1975 IN BOOK 28 OF PARCEL MAPS, PAGE 44, SAN MATEO COUNTY RECORDS.

PARCEL THREE:

THAT CERTAIN PARCEL OF LAND DESIGNATED "PARKING AREA", AS SHOWN ON THE MAP ENTITLED "MILLS PARK, SAN BRUNO, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON JANUARY 22, 1941 IN BOOK 23 OF MAPS, PAGE 35, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF EL CAMINO REAL, DISTANT THEREON NORTH 26° 57' 30" WEST 60 FEET FROM THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE NORTHWESTERLY LINE OF LOT 26 IN BLOCK 2, AS SAID EL CAMINO REAL, LOT AND BLOCK ARE SHOWN ON THE MAP ABOVE MENTIONED; THENCE FROM SAID POINT OF BEGINNING, ALONG THE NORTHWESTERLY AND NORTHERLY LINE OF A 60 FOOT STREET, SOUTH 63° 02' 30" WEST 81.59 FEET AND NORTH 73° 00' WEST 28.62 FEET TO THE NORTHEASTERLY LINE OF A 60 FOOT STREET; THENCE NORTH 26° 57' 30" WEST, ALONG SAID NORTHEASTERLY LINE, 63.06 FEET TO THE NORTHWESTERLY LINE OF THE SUBDIVISION HEREINABOVE MENTIONED; THENCE NORTH 63° 02' 30" EAST 102.19 FEET TO THE SOUTHWESTERLY LINE OF EL CAMINO REAL; THENCE

SOUTH 26° 57' 30" EAST, ALONG SAID LINE, 82.96 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF DESCRIBED AS PARCEL 4 IN THE FINAL ORDER OF CONDEMNATION, FILED NOVEMBER 27, 1962 IN THE SUPERIOR COURT OF SAN MATEO COUNTY, CASE NO. 96349, A CERTIFIED COPY OF WHICH WAS RECORDED NOVEMBER 27, 1962 IN BOOK 4340, PAGE 509, OFFICIAL RECORDS.

APN: 020-075-080 (AFFECT PARCEL THREE), 020-075-090 (AFFECTS PORTION OF PARCEL TWO), 020-075-100 (AFFECTS PORTION OF PARCEL TWO) AND 020-075-110 (AFFECT PARCEL ONE) AND JPN(S): 020 007 075 08 A, 020 007 075 07 A, 020 007 075 06 A AND 020 007 075 05 A

TRACT THREE:

PARCEL ONE:

LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 AND 13, BLOCK 2, AS SHOWN ON THE MAP ENTITLED "MILLS PARK, SAN BRUNO, CALIFORNIA" WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER STATE OF CALIFORNIA, COUNTY OF SAN MATEO ON JANUARY 22, 1941 IN BOOK 23 OF MAPS, PAGE 35.

EXCEPTING THEREFROM, THE NORTHEASTERLY 14 FEET OF LOT 3 THRU 13 INCLUSIVE.

PARCEL TWO

LOT 2, BLOCK 2, AS SHOWN ON THE MAP ENTITLED "MILLS PARK, SAN BRUNO, CALIFORNIA.", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER STATE OF CALIFORNIA, COUNTY OF SAN MATEO ON JANUARY 22, 1941 IN BOOK 23 OF MAPS, PAGE 35.

EXCEPTING THEREFROM, THE NORTHEASTERLY 15 FEET.

APN: 020-076-090 (AFFECTS PORTION OF PARCEL ONE) 020 007 076 09 A, 020-076-100 (AFFECTS PORTION OF PARCEL ONE) 020 007 076 10 A, 020-076-110 (AFFECTS PORTION OF PARCEL ONE) 020 007 076 11 A, 020-076-120 (AFFECTS PORTION OF PARCEL ONE) 020 007 076 12 A, 020-076-130 (AFFECTS PORTION OF PARCEL ONE) 020 007 076 13 A, 020-076-160 (AFFECTS PORTION OF PARCEL TWO) 020 007 076 16 A, 020-076-200 (AFFECTS PORTION OF PARCEL ONE) 020 007 076 20 A, 02-096-050 (AFFECTS PORTION OF PARCEL ONE) 020 009 096 05 A, 02-096-060 (AFFECTS PORTION OF PARCEL ONE) 020 009 096 06 A, 02-096-070 (AFFECTS PORTION OF PARCEL ONE) 020 009 096 09 A AND 02-096-080 (AFFECTS PORTION OF PARCEL ONE) 020 009 096 08 A

TRACT FOUR:

PARCEL ONE:

LOTS 20, 21 AND 22 IN BLOCK 2, AS DESIGNATED ON THE MAP ENTITLED "MILLS PARK, SAN BRUNO, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON JANUARY 22, 1941 IN LIBER 23 OF MAPS, PAGE 35.

EXCEPTING THEREFROM ALL THOSE PORTIONS, AS GRANTED BY DEEDS, ONE FROM GEORGE W. WILLIAMS AND HORTENSE WILLIAMS, HIS WIFE, TO THE CITY OF SAN BRUNO, RECORDED APRIL 17, 1951, IN BOOK 2055, PAGE 338, OFFICIAL RECORDS; AND ONE FROM FRANK F. BURROWS AND ALICE S. BURROWS, HIS WIFE, TO THE CITY OF SAN BRUNO, RECORDED APRIL 17, 1951 IN BOOK 2055, PAGE 344, OFFICIAL RECORDS, AND ALSO THAT PORTION DESCRIBED IN THE FINAL ORDER OF CONDEMNATION (CASE NO. 95818) RECORDED MARCH 29, 1963 IN BOOK 4423, PAGE 478, OFFICIAL RECORDS OF SAN MATEO COUNTY.

PARCEL TWO:

LOTS 23 AND 24 AND A PORTION OF LOTS 25 AND 26, IN BLOCK 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MILLS PARK, SAN BRUNO, CALIFORNIA" WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON JANUARY 22, 1941 IN LIBER 23 OF MAPS, PAGE 35, WHICH PORTION OF LOTS 25 AND 26 IS MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE POINT OF INTERSECTION OF THE LINE DIVIDING LOT 24 FROM LOTS 25 AND 26 IN BLOCK 2, WITH THE SOUTHWESTERLY LINE OF EL CAMINO REAL, AS SAID LOTS, BLOCK AND ROAD ARE SHOWN ON THE MAP ABOVE MENTIONED; THENCE SOUTH 61° 55' 10" WEST ALONG SAID DIVIDING LINE, A DISTANCE OF 156.59 FEET TO ITS INTERSECTION WITH THE LINE DIVIDING LOT 3 FROM LOTS 24 AND 25; THENCE NORTH 28° 04' 50" WEST ALONG THE LINE DIVIDING LOTS 3 AND 25, A DISTANCE OF 7 FEET 8-1/8 INCHES; THENCE NORTH 61° 55' 10" EAST PARALLEL WITH THE DIVIDING LINE OF LOTS 24, 25 AND 26, A DISTANCE OF 156.75 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF EL CAMINO REAL, AS SHOWN ON THE MAP ABOVE REFERRED TO; THENCE SOUTH 26° 57' 30" EAST ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 7 FEET 8-1/8 INCHES, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THOSE PORTIONS CONVEYED TO THE CITY OF SAN BRUNO BY QUITCLAIM DEED RECORDED APRIL 17, 1951, IN BOOK 2055, PAGE 338, OFFICIAL RECORDS; AND BY DEED RECORDED DECEMBER 15, 1952 IN BOOK 2340,

PAGE 430, OFFICIAL RECORDS, AND ALSO THAT PORTION DESCRIBED IN THE FINAL ORDER OF CONDEMNATION (CASE NO. 95818) RECORDED MARCH 29, 1963 IN BOOK 4423, PAGE 478, OFFICIAL RECORDS OF SAN MATEO COUNTY.

PARCEL THREE:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THAT LAND DESCRIBED IN THE DEED TO G.W. WILLIAMS CO., RECORDED OCTOBER 01, 1946, IN BOOK 1288, PAGE 187 WITH THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION, UNDER NO. 96349, SHOWN AS THE PEOPLE OF THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF PUBLIC WORKS, (PLAINTIFF), VS G.W. WILLIAMS CO., A CORPORATION ET AL, (DEFENDANTS), AND FILED FOR RECORD MARCH 29, 1963 IN BOOK 4423, PAGE 485, BOTH IN OFFICIAL RECORDS OF SAN MATEO COUNTY; THENCE NORTH 27° 00' 16" WEST 106.95 FEET ALONG LAST SAID LINE AND ITS PROLONGATION TO THE GENERAL NORTHERLY LINE OF THAT LAND DESCRIBED IN RESOLUTION NO. 4190 "AN ORDER VACATING CERTAIN PORTIONS OF KAINS AVENUE, SAN BRUNO, CALIFORNIA", RECORDED BY THE CITY COUNCIL OF THE CITY OF SAN BRUNO ON APRIL 19, 1950 IN BOOK 1839, PAGE 642, SAID OFFICIAL RECORDS; THENCE ALONG THE GENERAL NORTHERLY LINE OF LAST SAID LAND SOUTH 63° 02' 30" WEST 49.99 FEET AND NORTH 73° 00' 00" WEST 2.79 FEET; THENCE LEAVING LAST SAID LINE SOUTH 27° 00' 16" EAST 64.00 FEET; THENCE NORTH 62° 59' 44" EAST 2.70 FEET; THENCE SOUTH 27° 00' 16" EAST 45.86 FEET TO SAID FIRST MENTIONED NORTHERLY LINE; THENCE NORTH 61° 55' 10" EAST 49.31 FEET ALONG LAST SAID LINE TO THE POINT OF BEGINNING.

AS DESCRIBED ON APPROVAL OF LOT LINE ADJUSTMENT RECORDED FEBRUARY 16, 1989 IN INSTRUMENT NO. 89020801.

PARCEL FOUR:

BEGINNING IN THE GENERAL NORTHERLY LINE OF THAT LAND DESCRIBED IN RESOLUTION NO. 4190 "AN ORDER VACATING CERTAIN PORTIONS OF KAINS AVENUE, SAN BRUNO, CALIFORNIA", RECORDED BY THE CITY COUNCIL OF THE CITY OF SAN BRUNO ON APRIL 19, 1950 IN BOOK 1839, PAGE 642, OFFICIAL RECORDS OF SAN MATEO COUNTY DISTANT SOUTH 63° 02' 30" WEST 49.99 FEET AND NORTH 73° 00' 00" WEST 2.79 FEET ALONG SAID LINE FROM ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION, UNDER NO. 96349, SHOWN AS THE

PEOPLE OF THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF PUBLIC WORKS, (PLAINTIFF), VS G.W. WILLIAMS CO., A CORPORATION ET AL, (DEFENDANTS), AND FILED FOR RECORD MARCH 29, 1963 IN BOOK 4423, PAGE 485, SAID OFFICIAL RECORDS, THENCE SOUTH 27° 00' 16" EAST 64.00 FEET; THENCE NORTH 62° 59' 44" EAST 2.70 FEET; THENCE SOUTH 27° 00' 16" EAST 45.86 FEET TO THE NORTHERLY LINE OF THAT LAND DESCRIBED IN THE DEED TO G.W. WILLIAMS CO., A CORPORATION, RECORDED OCTOBER 01, 1946, IN BOOK 1288, PAGE 187, SAID OFFICIAL RECORDS; THENCE ALONG SAID NORTHERLY LINE SOUTH 61° 55' 10" WEST 43.10 FEET TO THE GENERAL NORTHEASTERLY LINE OF THE LAND DESCRIBED IN THE CONVEYANCE TO THE CITY OF SAN BRUNO, A MUNICIPAL CORPORATION RECORDED, DECEMBER 15, 1952 IN BOOK 2340, PAGE 430, SAID OFFICIAL RECORDS; THENCE NORTHERLY AND NORTHWESTERLY ALONG LAST

SAID LINE AND ITS PROLONGATION NORTH 28° 04' 50" WEST 12.98 FEET AND NORTH 73° 00' 00" WEST 82.43 FEET TO THE NORTHWESTERLY LINE OF THAT LAND DESCRIBED IN 1839 OR 642 MENTIONED ABOVE; THENCE NORTHERLY AND EASTERLY ALONG LAST SAID LINE THE FOLLOWING THREE COURSES: NORTH 17° 00' 00" EAST 79.16 FEET; NORTH 62° 00' 00" EAST 27.35 FEET AND SOUTH 73° 00' 00" EAST 24.46 FEET TO THE POINT OF BEGINNING.

AS DESCRIBED AN APPROVAL OF LOT LINE ADJUSTMENT RECORDED FEBRUARY 16, 1989 IN INSTRUMENT NO. 89020801.

APN: 020-076-220 (AFFECTS PARCEL TWO) 020 007 076 22 A, 020-076-230 (AFFECTS PARCEL ONE) 020 007 076 23 A, 020-076-250 (AFFECTS PARCEL THREE) 020 007 076 21 A AND 020-076-260 (AFFECTS PARCEL FOUR) 020 007 076 01 A

For APN/Parcel ID(s): 020-072-030, 020-072-040, 020-072-050, 020-072-060, 020-072-070, 020-072-320, 020-076-220, 020-076-230, 020-076-250, 020-075-080, 020-075-090, 020-075-100, 020-075-110, 020-076-090, 020-076-100, 020-076-110, 020-076-120, 030-076-130, 020-076-160, 020-076-200, 020-096-050, 020-096-060, 020-096-070, 020-096-080 & 020-076-260

For JPN(s): 020-007-072-03A, 020-007-075-04A, 020-007-072-05A, 020-007-072-06A, 020-007-072-07A, 020-007-073-32A, 020-007-076-22A, 020-007-076-23A, 020-007-075-08A, 020-007-075-07A, 020-007-075-06A, 020-007-075-05A, 020-007-076-21A, 020-007-076-09A, 020-007-076-10A, 020-007-076-11A, 020-007-076-12A, 020-007-076-13A, 020-007-076-16A, 020-007-076-20A, 020-009-096-05A, 020-090-096-06A, 020-009-096-09A, 020-009-096-A & 020-007-076-01A

[Chicago Title Company File No: 15606119-156-TJK-JM]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN BRUNO, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 14, 15, 16, 17, 18, AND 19, IN BLOCK 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MILLS PARK, SAN BRUNO, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JANUARY 22, 1941 IN BOOK 23 OF MAPS AT PAGE 35.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED SEPTEMBER 13, 1946 IN BOOK 1302 AT PAGE 332, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE CITY OF SAN BRUNO, RECORDED APRIL 17, 1951 IN BOOK 2055 AT PAGE 340, OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM ALL THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 28, 1962 IN BOOK 4362 AT PAGE 226, OFFICIAL RECORDS.

For APN/Parcel ID(s): 020-096-090 & 020-076-240

For JPN(s): 020-009-096-09A & 020-007-076-24A

[Chicago Title Company File No: 15606450-156-TJK-JM]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN BRUNO, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Tract A:

Public street commonly known as Camino Plaza, as shown on that certain Map entitled, "Map No. 2, Mills Park, San Bruno, California", filed for record on the office of the County Recorder on September 23, 1941, in Book 23 of Maps, at page 75, San Mateo County Records.

Tract C:

Portion of Public streets known as Camino Plaza and Kains Avenue (formerly known as Cypress Avenue), as shown upon that certain Map entitled, "Mills Park, San Bruno, California", filed for record in the office of the County Recorder on January 22, 1941, in Book 23 of Maps, at page 35, San Mateo County Records, said portion of Kains Avenue lying Northeasterly of a line drawn between the most Southerly corner of Lot 3 of Block 1 of said

Mills Park and the point of intersection of the of the Southeasterly line of Kains Avenue (formerly known as Cypress Avenue) with the Southerly line of those lands described in the Deed to the City of San Bruno recorded December 15, 1952 in Book 2340 of Official Records, at page 429.

Also, any portion of that parcel of land described in the Deed to the City of San Bruno, recorded March 1, 1950, in Book 1807 of Official Records, at page 681, San Mateo County Records.

Also, any portion of that parcel of land described in the Deed to the City of San Bruno, a Municipal Corporation recorded March 9, 1950, in Book 1815 of Official Records, at page 69, San Mateo County Records. Also, any portion of the land described in that certain Final Order of Condemnation, recorded on March 29, 1963 in Book 4423 of Official Records, at page 485, San Mateo County Records.

Tract D:

A twenty foot wide alley and a twenty four foot wide alley situated in Block 2, as designated on that certain map entitled, "Mills Park, San Bruno, California", which map was filed for record in the office of the County Recorder of San Mateo County on January 22, 1941 in Volume 23 of Official Maps at page 35, the dividing line of which said alley is described and designated as to widths from said dividing line as follows:

A twenty foot wide alley ten foot northerly and ten foot southerly of a dividing line beginning at a point on the Northwesterly line of said Lot 2 (said line being identical with the Southeasterly line of Kains Avenue) of the aforementioned Block 2, distant 5 feet Southwesterly from the most Northerly corner of said Lot 2; thence Southeasterly parallel to and distant five (5) feet from the Northeasterly line of said Lot 2 and continuing to an

intersection with the longitudinal dividing line of said Block 2; thence Southeasterly an alley being twenty four foot wide, said alley being 10 foot northeasterly and 14 foot southwesterly of the said longitudinal dividing line of said Block 2, to the Northwesterly line of Angus Avenue.

Excepting therefrom all that portion thereof lying Southeasterly of the Northeasterly prolongation of the

Southeasterly line of Lot 7 of said Block 2.

EXHIBIT B TO PLANNING COMMISSION RESOLUTION

ORDINANCE NO. 2022-XX

AN ORDINANCE OF THE CITY OF SAN BRUNO APPROVING THE FIRST AMENDMENT TO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN BRUNO AND WILLIAMS PORTFOLIO 16 FOR THE CONSTRUCTION OF A RESIDENTIAL AND COMMERCIAL DEVELOPMENT AT 601-799 EL CAMINO REAL AND THE ADJACENT SITE AT 601-611 EL CAMINO REAL, SAN BRUNO, CALIFORNIA

THE CITY COUNCIL OF THE CITY OF SAN BRUNO HEREBY ORDAINS AS FOLLOWS:

Section 1. The City of San Bruno ("City") and Williams Portfolio 16, a California corporation. ("Developer"), entered into that certain development agreement (the "Development Agreement" herein), recorded as instrument No. 2020-088980 on September 1, 2020, in connection with the construction of mixed-use retail/residential project at the Mills Park Center, located primarily at 601 – 799 El Camino Real, and the adjacent commercial site at 601 – 611 El Camino Real (the "Project"). The property subject to the Development Agreement is described in Exhibit A and depicted in Exhibit B of the Development Agreement, and in Exhibit A of the attached First Amendment to the Development Agreement.

Section 2. Developer has requested an amendment (the "First Amendment") to the Development Agreement to give Developer a two-year extension to the term of the Development Agreement, from 10 years to 12 years and extension of certain deadlines established in the Development Agreement.

Section 3. The First Amendment has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.), the City Council considered the information in the Project CEQA Documentation, as defined in Recital F of the Development Agreement, previously prepared for the Project and finds the First Amendment to be within the scope of the Project CEQA Documentation, and in the alternative that it is exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(B)(3) because it can be seen with certainty that the extension of the term of the Agreement and other deadlines in the Agreement have no possibility of having a significant effect on the environment. No changes to the CEQA findings adopted in conjunction with the Project and the Development Agreement are made necessary by the First Amendment and the City Council finds the First Amendment to be within the scope of the prior Project CEQA Documentation and prior CEQA determinations made for the Project.

Section 4. On August 16, 2022, the Planning Commission conducted a duly noticed public hearing to consider the First Amendment. At the close of that hearing, the Planning Commission adopted Resolution No. 2022-10, recommending that the City Council approve the First Amendment.

Section 5. On _____, 2022 the City Council conducted a duly noticed public hearing to consider the First Amendment and agreed to a two-year extension of the term of the Development Agreement, from 10 years to 12 years, and the related deadline extensions and life or approval amendments as set forth in the First Amendment to the Development Agreement.

Section 6. The City Council hereby approves the First Amendment, as set forth in Exhibit A, and authorizes the City Manager to execute the Development Agreement on behalf of the City.

Section 7. No later than ten (10) days after the effective date of this Ordinance, the City Clerk shall record with the County Recorder a copy of the Development Agreement and the notice shall describe the land to which such contract applies.

Section 8. The City Clerk shall cause this Ordinance to be published at least once in a newspaper of general circulation published and circulated in the City within fifteen (15) days after its passage, in accordance with Section 36933 of the Government Code; shall certify to the adoption of this Ordinance and shall cause this Ordinance and this certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this City.

Section 9. Effective Date. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

Adopted:

Effective:

ATTEST:

Vicky Hasha, Deputy City Clerk

Rico E. Medina, Mayor

APPROVED AS TO FORM:

City Attorney

---o0o---

I hereby certify that the foregoing Ordinance No.
_____ was introduced on _____, 2022,
and adopted at a regular meeting of the San Bruno
City Council on _____, 2022, by the
following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

Vicky Hasha, Deputy City Clerk