STORMWATER TREATMENT MEASURES CONSTRUCTION AND MAINTENANCE AGREEMENT
AT 220 JEFFERSON DRIVE

This Stormwater Treatment Measures Construction and Maintenance Agreement ("Agreement") is dated this 20 day of ____, 2019, and is by and between the City of Menlo Park, a political subdivision of the State of California ("City"), and Bohannon Jefferson Associates, L.P., a California limited partnership, ("Owner") as the owner of the real property commonly known as 220 Jefferson Drive, and legally described on Exhibit A attached hereto (the "Property"), who enter into this Agreement with reference to the following recitals:

RECITALS

WHEREAS, On October 14, 2009 the Regional Water Quality Control Board, San Francisco Bay Region, adopted Order R2-2009-0074, a new Municipal Regional Stormwater NPDES Permit; and

WHEREAS, Provision C.3.e.ii of this NPDES Permit, and as it may be amended or reissued from time to time, requires the permittee public agencies to provide minimum verification and access assurances that all treatment measures shall be adequately operated and maintained by entities responsible for the stormwater treatment measures; and

WHEREAS, the City is the permitting public agency with jurisdiction over the Property; and

WHEREAS, Owner, is the owner of the real property commonly known as 220 Jefferson Drive, and more particularly described in the attached legal description (Exhibit A)

WHEREAS, attached hereto as Exhibit B: is a legible reduced-scale copy of the Site Plan, which has been approved by and is on file with the City of Menlo Park Engineering Division, showing the stormwater treatment measure(s) that Owner has agreed to construct on the Property in connection with the development of the new tram and shuttle stop and associated site improvements ; and

WHEREAS, the Owner recognizes that the stormwater treatment measure(s) shown on Exhibit B (the "Stormwater Management Plan"), must be installed and maintained as indicated in this Agreement and as required by the NPDES permit; and

WHEREAS, the Owner acknowledges that the stormwater treatment measure(s) shall be owned, maintained, and repaired by the Owner to ensure their proper functioning for the health, safety, and welfare of the citizens of the City; and
WHEREAS, it is the purpose of this Agreement to memorialize in writing the Owner’s agreement for installation, use, maintenance, and repair of the stormwater treatment measures.

THEREFORE, the Owner hereby covenants and agrees as follows:

### CONDITIONS OF AGREEMENT

1. **Construction of Treatment Measures:**
The on-site stormwater treatment measures shown on Exhibit B shall be constructed by the Owner in strict accordance with the approved plans and specifications identified for the development and any other requirements thereto which have been approved by the City in conformance with appropriate City ordinances, guidelines, criteria, and other written direction.

2. **Operation & Maintenance Responsibility:**
This Agreement shall serve as the signed statement by the Owner accepting responsibility for Operation and Maintenance of stormwater treatment measures as set forth in this Agreement until the responsibility is legally transferred to another person or entity. Before the Property is legally transferred to another person or entity, the Owner shall provide, to the City, at least one of the following:
   
a) A signed statement to the public entity assuming post-construction responsibility for treatment measure maintenance and that the treatment measures meet all local agency design standards; or

   b) Written conditions in the sales or lease agreement requiring the buyer or lessee to assume responsibility for operation and maintenance (O&M) consistent with this provision, which conditions, in the case of purchase and sale agreements, shall be written to survive beyond the close of escrow; or

   c) Written text in project covenants, conditions, and restrictions (CCRs) for residential properties assigning O&M responsibilities to the home owners association for O&M of the treatment measures; or

   d) Any other legally enforceable agreement or mechanism that assigns responsibility for the maintenance of treatment measures.

3. **Maintenance of Treatment Measures:**
The Owner shall not destroy or remove the stormwater treatment measures from the Property nor modify the stormwater treatment system in a manner that reduces its effectiveness, and shall, at Owner’s sole expense, adequately maintain the stormwater treatment measures in good working order acceptable to the City and in accordance with the maintenance plan agreed hereto and attached as Exhibit C. This includes all pipes, channels, or other conveyances built to convey stormwater to the stormwater measures, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as maintaining the described facilities in good working condition so that these facilities continue to operate as originally designed and approved. The maintenance plan shall include a detailed description of and schedule for long-term maintenance activities.

4. **Sediment Management:**
Sediment accumulation resulting from the normal operation of the stormwater treatment measures will be managed appropriately by the Owner. The Owner will provide for the removal and disposal of accumulated sediments. Disposal of accumulated sediments shall not occur on the Property, unless provided for in the maintenance plan. Any disposal or removal of accumulated sediments or debris shall be in compliance with all federal, state, and local law and regulations.
5. **Annual Inspection and Report:**
The Owner shall, on an annual basis, conduct a minimum of one inspection of the stormwater treatment measures before the wet season. This inspection shall occur between August 1st and October 1st of each year. More frequent inspections may be required by the maintenance plan (Exhibit C). The Owner shall pay all costs and expenses of the inspections. The results of inspections shall be recorded on the Treatment Measure Operation and Maintenance Inspection Report (annual report), attached to this Agreement as Exhibit D and the Treatment Measure Checklist (annual report attachment), attached to this Agreement as Exhibit E. One Checklist shall be completed for each treatment measure.

The annual report shall be made under penalty of perjury and shall be submitted to the City in order to verify that inspection and maintenance of the applicable stormwater treatment measures have been conducted pursuant to this Agreement. The Owner shall provide in the annual report a record of the volume of all accumulated sediment removed as a result of the treatment measures.

The reporting period shall be the calendar year and the annual report shall be submitted no later than January 10th of the following year. It shall be delivered to the Stormwater Coordinator, Engineering Division, City of Menlo Park, 701 Laurel St., Menlo Park, CA 94025 or another member of the City staff as directed by the City.

6. **Necessary Changes and Modifications:**
If the City determines that changes or modifications to the stormwater treatment measures and/or the maintenance plan Exhibit C are reasonably necessary to ensure that the treatment measures are adequately maintained and continue to function as originally designed and approved by the City, the City shall notify the Owner in writing of such determination and of the changes / modification the City believes to be necessary.

The Owner may, at its sole expense, make the recommended changes and modifications. Alternatively, the Owner may, also at its sole expense, have an independent stormwater consultant (approved by the City) review the recommended changes and modifications and make only those changes and modifications recommended by the consultant. If the Owner desires to modify the stormwater treatment measures, the Owner must submit a building permit application, complete with plans, to the City for approval.

7. **Access to the Property:**
The Owner hereby grants permission to the City of Menlo Park, the San Francisco Bay Regional Water Quality Control Board, the San Mateo County Mosquito Abatement District, the San Mateo County Flood Control District, and their authorized agents and employees to enter upon the Property at reasonable times, upon reasonable prior notice, and in a reasonable manner to inspect, assess, or observe the stormwater treatment measure(s) in order to ensure that treatment measures are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever there is a reasonable basis to believe that a violation of this Agreement, the City’s stormwater management ordinance, guidelines, criteria, other written direction, or the NPDES Municipal Stormwater Permit and any amendments or reissuances of it is occurring, has occurred, or threatens to occur.

The above listed agencies also have a right to enter the Property when necessary for abatement of a public nuisance or correction of a violation of this Agreement, the ordinance, guideline, criteria, permit or other written direction. The agency shall provide reasonable (as may be appropriate for the particular circumstances) notice to the Owner before entering the property and shall minimize interference with the Owner’s use of the Property and stormwater treatment measures. Such notice will not be necessary if emergency conditions require immediate remedial action. If it is determined during inspection by an agency listed above, that the Owner has breached any maintenance obligation, the cost of which is in excess of one thousand dollars ($1,000.00), the Property Owner agrees to reimburse that agency for the cost and expenses of said inspection.
8. **Failure to Maintain Treatment Measures:**
The Owner recognizes that use, modification, and proper maintenance of the stormwater treatment measures is for the benefit of all citizens of the City and that the City is an intended third party beneficiary of this Agreement and may, upon notice of hearing, as set forth below, exercise powers of enforcement of this Agreement. If the Owner determines during inspection that the treatment measures requires repair or replacement, the Owner shall make reasonable efforts to ensure that such work shall be performed within sixty (60) days or such later time as may be approved by the City if such work cannot reasonably be completed within sixty (60) days.

In the event the Owner fails to maintain the stormwater treatment measures as required by Exhibit C, the City shall by mail or personal delivery give written notice of the breach of any maintenance obligation to the Owner with a demand that such breach be remedied. If such breach is not remedied within sixty (60) days of the mailing or delivery of such notice, the City shall have standing and the right (but not the obligation) to bring a court action against Owner to enforce such provision.

The notice may also contain a date for a hearing on the matter before a City employee designated by the City (which hearing shall be held no sooner than fifteen (15) days after mailing of such notice), and if after such hearing the City determines that there has been inadequate maintenance, the City shall have the right (but not the obligation) to undertake the maintenance of the treatment measures. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the Property.

It is expressly understood and agreed that the City is under no obligation to maintain or repair the treatment measures and in no event shall this Agreement be construed to impose any such obligation on the City.

9. **Reimbursement of City Expenditures:**
In the event the City, pursuant to this Agreement, performs work of any nature (direct or indirect), including any re-inspections or any actions it deems necessary or appropriate to return the treatment measures to good working order as indicated in Section 8, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall be liable and responsible to immediately reimburse the City for all funds reasonably expended or shall forfeit any required bond for the cost incurred by the City hereunder.

If these costs are not paid within the prescribed time period, the City may assess the Owner the cost of the work, both direct and indirect and applicable penalties. Such assessment shall constitute a lien against the Property included in this Agreement and may be enforced against the Property, the Owner, and any successor owner of the Property or may be placed on the property tax bill and collected as ordinary taxes by the City.

The actions described in this section are in addition to and not in lieu of any and all legal remedies as provided by law, available to the City as a result of the Owner’s failure to maintain the treatment measures. In the event of any dispute involving the City enforcing the terms and provisions of this Agreement, or the City exercising any and all legal remedies, the prevailing party shall be entitled to recover reasonable attorney fees and costs incurred.

10. **Indemnification:**
The Owner shall indemnify, hold harmless, and defend the City and its authorized or subsidiary agencies, their officers, officials, agents, employees, and servants from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, payments, or actions of every name, kind and description, including attorney fees claimed, which might arise or be asserted based on negligence or willful misconduct of the Owner or its respective employees, agents, or contractors, brought for, or on account of, injuries to or death of any person or damage to the Property resulting from the performance of any work required by this Agreement by parties, their officers, agents, employees and servants and/or any damages, penalties, claims or injuries resulting from the presence, existence or maintenance of the treatment measures. The duty of the Owner to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
In the event a claim is asserted against the City, its authorized agents, officers, officials, or employees, the City shall promptly notify the Owner and the Owner shall defend at its own expense any suit based on such claim. If any judgement or claims against the City, its authorized agents, officers, officials, or employees shall be allowed, the Owner shall pay for all costs and expenses in connection herewith. This section shall not apply to any claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, payments, or claims of every name, kind, and description including attorney fees claimed which arise due solely to the negligence or willful misconduct of the City.

11. No Additional Liability:
It is the intent of this Agreement to insure the property maintenance of the treatment measures by the Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability not otherwise provided by law of any party or damage alleged to result from or caused by storm water runoff.

12. Performance Financial Assurance:
The City may request the Owner to provide a performance bond, security, or other appropriate financial assurance providing for the maintenance of the stormwater treatment measures pursuant to the City’s ordinances, guidelines, criteria or written direction.

13. Transfer of Property:
This Agreement shall run in perpetuity as long as the stormwater treatment measures remains in place and is binding upon, and inures to the benefit of, the Owner and their heirs, successors, assigns, executors, administrators, personal and legal representatives. The Owner further agrees whenever the Property or any portion thereof is held, sold, conveyed or otherwise transferred, it shall be subject to this Agreement which shall apply to, bind, and be obligatory to all present and subsequent owner of the Property or any portion thereof.

14. Severability:
The provisions of this Agreement shall be severable and if any phrase, clause, section, subsection, paragraph, subdivision, sentence, or provision is adjudged invalid or unconstitutional by a court of competent jurisdiction, or the applicability to any Owner is held invalid, this shall not affect or invalidate the remainder of any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision of this Agreement.

15. Recordation:
The Agreement shall be recorded with the County Recorder within twenty (20) days of the date of execution. Recordation shall be at the expense of the Owner. The City reserves the option to record this Agreement.

16. Release of Agreement:
In the event that the City determines that the stormwater treatment measures located on the Property are no longer required, then the City at the request of the Owner, shall execute a release of this Agreement, which the Owner may record in the County Recorder’s Office at the Owner’s expense. The City reserves the option to record such release of this Agreement. The stormwater treatment measures shall not be removed from the Property unless such a release is so executed and recorded.

17. Effective Date and Modification:
This Agreement is effective upon the date of execution as stated at the beginning of this Agreement. This Agreement shall not be modified or amended without prior written consent of the City Director of Public Works. Such modifications shall be effective upon the date of execution by the Owner and the City’s Director of Public Works, and shall be recorded. Nothing contained in this section shall limit any other right or remedy which the City may have under its ordinances or state law.
18. **Governing Law:**
This Agreement shall be governed by the laws of the State of California.

19. **Waiver:**
Waiver by City of any breach of one or more of these terms, covenants or conditions of this Agreement or any default in the performance of any obligations under this Agreement shall not be construed as waiver of any other term, covenant, condition, or obligation; nor shall a waiver of any incident of breach or default constitute a continuing waiver of same.

20. **Attorney Fees:**
In the event of any litigation arising out of, or to enforce the terms and provisions of, this Agreement, the prevailing party shall be entitled to recover its attorney’s fees and costs of suit.

21. **Entire Agreement:**
This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, arrangements, or understandings (oral or written) between or among the parties relating to the subject matter of the Agreement which are not fully expressed herein. This Agreement may not be amended or modified except by a written instrument signed by both parties and recorded in the San Mateo County Recorder’s Office.

22. **Notice:**
All notices or other communications shall be deeded given when: (a) personally delivered; (b) received by overnight courier, or (c) received if mailed by postage prepaid mail to the parties at the addresses set forth below:

City:
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025

Owner:
Bohannon Jefferson Associates, L.P.
c/o Bohannon Companies
60 31st Avenue
San Mateo, CA 94403
Attn: Robert L. Webster

With a copy to:
Facebook, Inc.
1 Hacker Way
Menlo Park, CA 94025
Attn: Real Estate Counsel

Attachments:  
Exhibit A  Legal Description of the Property  
Exhibit B  Site Plan  
Exhibit C  Maintenance Plan  
Exhibit D  Inspection and Maintenance Checklists  
Exhibit E  Annual Inspection Report
SIGNATURES

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

OWNER:

Bohannon Jefferson Associates, LP,
a California Limited Partnership

By: Bohannon Development Company,
a California corporation,
Its: General Partner

Robert L. Webster, President

Name

Date

CITY OF MENLO PARK:

Nikki Nagaya, Interim Public Works Director
Nicole H. Nagaya

Date

APPROVED AS TO FORM:

William L. McClure, City Attorney

Date

ATTEST:

Judi A. Herren, City Clerk

Date
State of California  
County of San Mateo County  

On February 3, 2020 before me, Neetu Salwan, Notary Public, personally appeared, Nicole H. Nagaya who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Neetu Salwan  
Notary Public, San Mateo County  
Commission #2278678  
Expires 02-24-2023
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of San Mateo

On November 26, 2019 before me, Deanna Wright, Notary Public,

personally appeared Robert L. Webster

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

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

WITNESS my hand and official seal.

Signature

DEANNA WRIGHT
Notary Public - California
San Mateo County
Commission # 2234653
My Comm. Expires Apr 14, 2022

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Stormwater Treatment Measures Construction and Maintenance Agreement at 220 Jefferson Drive, Menlo Park, CA

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

Capacity(ies) Claimed by Signer(s)

☐ Corporate Officer — Title(s): __________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________

Signer Is Representing: __________________________

☐ Corporate Officer — Title(s): __________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________

Signer Is Representing: __________________________

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Exhibit A
{Real Property Description}
EXHIBIT A

The land referred to is situated in the County of San Mateo, City of Menlo Park, State of California, and is described as follows:

BEGINNING at the most Northerly corner of Parcel A as shown on that map entitled "Parcel Map Being a Resubdivision of Parcels 3 & 4 of Parcel Map Recorded in Vol. 30 of Parcel Map Pg 20" filed in the office of the Recorder of the San Mateo County, State of California, on March 19, 1979, in Volume 46 of Parcel Maps at Page 17, said corner being on the Southerly right-of-way line of Constitution Drive, thence continuing along said right of way and following the Northerly boundary of said Parcel A, South 67° 17' 00" East, 400.30 feet, thence through a tangent curve to the right with a radius of 20.00 feet, a central angle of 87° 07' 00", and an arc length of 30.41 feet to a point on the Westerly right of way of Chilco Street, thence along said right of way South 19° 50' 00" West 360.00 feet, thence through a tangent curve to the left with a radius of 500.00 feet, a central angle of 21° 36' 33", and an arc length of 188.58 feet, thence through a nontangent compound curve to the left, with a radial of North 87° 16' 36" East, and a radius of 395.02 feet, a central angle of 05° 18' 01", an arc length of 36.54 feet, thence leaving said right of way South 81° 58' 35" West, 119,50 feet, thence North 67° 17' 00" West, 305.66 feet, thence North 12° 57' 32 West, 165.59 feet, thence through a tangent curve to the right with a radius of 80.00 feet, a central angle of 35° 40' 32", and an arc length of 49.81, thence North 22° 43' 00" East, 42.82 feet to the Easterly right of way of Jefferson Drive, thence continuing along said right of way North 22° 43' 00" East 410.00 feet, thence through a tangent curve to the right with a radius of 20.00 feet, a central angle of 90° 00' 00", and an arc length of 31.42 feet to the POINT OF BEGINNING.


APN: 055-243-280-9
Exhibit B

{Stormwater Treatment Measures}
BIORETENTION AREA

BIORETENTION AREA AT PAVEMENT

BIORETENTION AREA DETAIL

NOTE:
1. SURFACE AREA OF THE BIOTREATMENT SOIL SHALL EQUAL 4x OF THE AREA OF THE SITE THAT DRAINS TO TREATMENT MEASURES. UNLESS SUCH CALCULATIONS ARE SUBMITTED COMPLIANT THAT PROVIDE 0.5 REQUIREMENTS ARE MET USING A SMALLER SURFACE AREA.
2. INCLUDE 3 INCHES OF COMPOSTED, NON-FLOATABLE MULCH IN AREAS BETWEEN PLANTINGS.
**BIO-RETENTION SIZING CALCULATIONS**

<table>
<thead>
<tr>
<th>Area No.</th>
<th>Property</th>
<th>Area (SF)</th>
<th>Area (AC)</th>
<th>Landscape (SF)</th>
<th>Landscape (AC)</th>
<th>Imperv. (SF)</th>
<th>Imperv. (AC)</th>
<th>Equivalent Impervious (SF)</th>
<th>Treatment Provided (SF)</th>
<th>Sizing Ratio (%)</th>
<th>Type of Planter</th>
<th>Depth of Ponding</th>
</tr>
</thead>
<tbody>
<tr>
<td>DMA 1</td>
<td>180 - 200</td>
<td>11,400</td>
<td>0.26</td>
<td>764</td>
<td>0.02</td>
<td>10,636</td>
<td>0.24</td>
<td>10,712</td>
<td>455</td>
<td>4.3%</td>
<td>Bio-Retention Planter</td>
<td>0.5'</td>
</tr>
<tr>
<td>DMA 2</td>
<td></td>
<td>19,774</td>
<td>0.45</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>DMA 3</td>
<td></td>
<td>7,078</td>
<td>0.16</td>
<td>1,237</td>
<td>0.03</td>
<td>5,841</td>
<td>0.13</td>
<td>5,952</td>
<td>282</td>
<td>4.8%</td>
<td>Bio-Retention Planter</td>
<td>0.5'</td>
</tr>
<tr>
<td>DMA 4</td>
<td></td>
<td>13,200</td>
<td>0.30</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>DMA 5</td>
<td></td>
<td>10,126</td>
<td>0.23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**SUBSTITUTION TABLE**

<table>
<thead>
<tr>
<th>Area No.</th>
<th>Property</th>
<th>Area No.</th>
<th>Area (SF)</th>
<th>Area (AC)</th>
<th>Landscape (SF)</th>
<th>Landscape (AC)</th>
<th>Imperv. Ex. (SF)</th>
<th>Imperv. New (SF)</th>
<th>Equivalent Impervious (SF)</th>
<th>Treatment Provided (SF)</th>
<th>Sizing Ratio (%)</th>
<th>Type of Planter</th>
<th>Depth of Ponding</th>
</tr>
</thead>
<tbody>
<tr>
<td>DMA 2</td>
<td>180 - 200</td>
<td></td>
<td>19,774</td>
<td>0.45</td>
<td>0</td>
<td>0.00</td>
<td>19,774</td>
<td>0.00</td>
<td>19,774</td>
<td></td>
<td></td>
<td>Bio-Retention Planter</td>
<td>0.5'</td>
</tr>
<tr>
<td>DMA 4</td>
<td></td>
<td>SUBSTITUTION</td>
<td>21,441</td>
<td>0.49</td>
<td>667</td>
<td>0.02</td>
<td>20,010</td>
<td>764</td>
<td>20,841</td>
<td>633</td>
<td>3.2%</td>
<td>Bio-Retention Planter</td>
<td>0.5'</td>
</tr>
<tr>
<td>DMA 5</td>
<td></td>
<td>SUBSTITUTION</td>
<td>22,157</td>
<td>0.51</td>
<td>2,970</td>
<td>0.07</td>
<td>16,595</td>
<td>2,992</td>
<td>19,484</td>
<td>516</td>
<td>2.6%</td>
<td>Bio-Retention Planter</td>
<td>0.7'</td>
</tr>
</tbody>
</table>

*: Treatment Required is based on the Cominution Flow & Volume method

**BIORETENTION TABLE**

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**NOTE:**

BIOTREATMENT SOIL MIX SHALL BE PER APPENDIX K OF THE 2013 SAN MATE COUNTY CLEANWATER PROGRAM TECHNICAL GUIDANCE, VERSION 3.2.
Exhibit C

{Maintenance Plan}
Exhibit C

Bio-Retention Area Maintenance Plan for
Facebook Campus @ 220 Jefferson
Drive

August 9, 2018

Assessor’s Parcel No.: 055-243-280
Property Owner: Bohannon Jefferson Assoc., LLC Phone No.: ___________________________
Designated Contact: Rich Boitano Phone No.: 541-639-5258
Mailing Address: 1 Hacker Way, Menlo Park, CA, 94025

The property contains one Bio-Retention Treatment Areas located as described below and as shown in the attached site plan1:

- **Bio-Retention Area No. 5** is located to the north of 200 Jefferson Drive, northeast of Bio-Retention Area No. 3.

I. **Routine Maintenance Activities**
The principal maintenance objective is to prevent sediment buildup and clogging, which reduces pollutant removal efficiency and may lead to retention area failure. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

<table>
<thead>
<tr>
<th>No.</th>
<th>Maintenance Task</th>
<th>Frequency of Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Remove obstructions, debris and trash from retention area.</td>
<td>Monthly, or as needed after storm events</td>
</tr>
<tr>
<td>2</td>
<td>Inspect retention area to ensure that it drains between storms.</td>
<td>Monthly, or as needed after storm events</td>
</tr>
<tr>
<td>3</td>
<td>Inspect inlets for channels, soil exposure or other evidence of erosion. Clear obstructions and remove sediment.</td>
<td>Monthly, or as needed after storm events</td>
</tr>
<tr>
<td>4</td>
<td>Remove and replace all dead and diseased vegetation.</td>
<td>Twice a year</td>
</tr>
<tr>
<td>5</td>
<td>Maintain vegetation and the irrigation system. Prune and weed to keep retention area neat and orderly in appearance.</td>
<td>Before wet season begins, or as needed</td>
</tr>
<tr>
<td>6</td>
<td>Inspect and, if needed, replace mulch before wet season begins. Replace mulch when erosion is evident or when retention area looks unattractive.</td>
<td>As needed</td>
</tr>
<tr>
<td>7</td>
<td>Replace mulch over entire area every two to three years, if needed.</td>
<td>Once every two to three years</td>
</tr>
<tr>
<td>8</td>
<td>Inspect retention area using the attached inspection checklist.</td>
<td>Monthly, or after large storm events, and after removal of accumulated debris or material</td>
</tr>
<tr>
<td>9</td>
<td>Replace cracked or missing covers of Storm Drain Clean Outs.</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>

II. **Prohibitions**
The use of pesticides and quick release fertilizers shall be minimized, and the principles of integrated pest management (IPM) followed.

---

1Attached site plan must match the site plan exhibit to Maintenance Agreement.
III. Mosquito Abatement Contact Information
Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the San Mateo County Mosquito Abatement District (SMCMAD), as needed for assistance. Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the SMCMAD, and then only by a licensed professional or contractor. Contact information for SMCMAD is provided below.

San Mateo County Mosquito Abatement District
1351 Rollins Road
Burlingame, CA 94010
PH: (650) 344-8592
FAX: (650) 344-3843
Email: info@smcmad.org

IV. Inspections
The attached Retention Area Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.
Exhibit D

{maintenance inspection checklist}
# Exhibit D

## Bio-Retention Area Inspection and Maintenance Checklist

Property Address: 220 Jefferson Drive, Menlo Park, CA  
Property Owner: Bohannon Jefferson Assoc., LLC

<table>
<thead>
<tr>
<th>Treatment Measure No.:</th>
<th>Date of Inspection:</th>
<th>Type of Inspection:</th>
<th>End of Wet Season</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Monthly, After heavy runoff</td>
<td>Other:</td>
</tr>
</tbody>
</table>

Inspector(s): 

<table>
<thead>
<tr>
<th>Defect</th>
<th>Conditions When Maintenance Is Needed</th>
<th>Maintenance Needed? (Y/N)</th>
<th>Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)</th>
<th>Results Expected When Maintenance Is Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Standing Water</td>
<td>When water stands in the retention area between storms and does not drain per design specifications.</td>
<td></td>
<td>There should be no areas of standing water once inflow has ceased. Any of the following may apply: sediment or trash blockages removed, improved grade from head to foot of retention area, or added underdrains.</td>
<td></td>
</tr>
<tr>
<td>2. Trash and Debris Accumulation</td>
<td>Trash and debris accumulated in the retention area.</td>
<td></td>
<td>Trash and debris removed from retention area.</td>
<td></td>
</tr>
<tr>
<td>3. Sediment</td>
<td>Evidence of sedimentation in retention area.</td>
<td></td>
<td>Material removed so that there is no clogging or blockage.</td>
<td></td>
</tr>
<tr>
<td>4. Erosion</td>
<td>Channels have formed around inlets, there are areas of bare soil, and/or other evidence of erosion.</td>
<td></td>
<td>Obstructions and sediment removed so that water flows freely and dispenses over a wide area.</td>
<td></td>
</tr>
<tr>
<td>4. Vegetation</td>
<td>Vegetation is dead, diseased and/or overgrown.</td>
<td></td>
<td>Vegetation is healthy and attractive in appearance.</td>
<td></td>
</tr>
<tr>
<td>5. Mulch</td>
<td>Void areas devoid of mulch, evidence of erosion, retention area is unattractive.</td>
<td></td>
<td>Retention area is attractive in appearance. Mulch is even.</td>
<td></td>
</tr>
<tr>
<td>8. Miscellaneous</td>
<td>Any condition not covered above that needs attention in order for the retention area to function as designed.</td>
<td></td>
<td>Meet the design specifications.</td>
<td></td>
</tr>
</tbody>
</table>
Exhibit E

Monthly Inspection Report
For Stormwater Treatment Measure(s)

This report and the attached Inspection and Maintenance Checklist(s) document the inspection and maintenance conducted for the identified stormwater treatment measure(s) subject to the Maintenance Agreement between the City of Menlo Park and the property owner during the annual reporting period indicated below.

I. Property Information:

Property Address: 220 Jefferson Drive, Menlo Park, CA
Property APN: 055-243-280
Property Owner: Bohannon Jefferson Assoc., LLC

II. Contact Information:

Name of Inspector completing this report: ________________________________

Office Phone: ____________________________  Cell Phone: ____________________________
FAX: ____________________________  Email: ____________________________

Name of Inspector's Employer: ________________________________

Office Phone: ____________________________  Cell Phone: ____________________________
FAX: ____________________________  Email: ____________________________

Address to which correspondence regarding this report should be directed: ________________________________

III. Reporting Period:

This report, with the attached completed inspection checklists, documents the inspections and maintenance of the treatment measure(s) during the calendar year: ______________________.
IV. Stormwater Treatment Measure Information:
The following stormwater treatment measure(s) are located on the property identified above and are subject to the Maintenance Agreement:

<table>
<thead>
<tr>
<th>Number</th>
<th>Name of Treatment Measure</th>
<th>Location of Treatment Measure on the Property</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Bio-Retention Area</td>
<td>Southeast corner of the 220 Jefferson site, just north of 200 Jefferson Drive.</td>
</tr>
</tbody>
</table>

V. Summary of Inspections and Maintenance:
Summarize the following information using the attached Inspection and Maintenance Checklists:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date of Inspection</th>
<th>Date of Operation and Maintenance Activities Performed</th>
<th>Activities Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

VI. Sediment Removal:
Total amount of accumulated sediment removed from the stormwater treatment measure(s) during the reporting period: ________ cubic yards.

How was sediment disposed of?

☐ landfill

☐ on-site as described in and allowed by the maintenance plan

☐ other: please explain ________________________________
VII. Certification:
I hereby certify, under penalty of perjury, that the information presented in this report and attachments is true and complete.

Signature of Inspector _______________________________ Date _______________________________

Type or Print Name __________________________________________

RETURN TO: Stormwater Coordinator, City of Menlo Park, 701 Laurel St., Menlo Park, CA 94025, (650) 330-6740, FAX (650) 327-5497