STORMWATER TREATMENT CONSTRUCTION AND MAINTENANCE AGREEMENT AT
1430/1440 O'Brien Drive – APNNos. 055-473-160 & 170

This Stormwater Treatment Construction and Maintenance Agreement (“Agreement”) is dated this 18th day of October, Year, and is by and between the City of Menlo Park, a political subdivision of the State of California, hereinafter referred to as "City", and MENLO PREPI I LLC, a Delaware limited liability company, and TPI INVESTORS 9, LLC, a California limited liability company (“Owner”) as the owner of the real property commonly known as 1430/1440 O'Brien Drive, Menlo Park, CA, 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 Board, San Francisco Bay Region, adopted 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 Property; and

WHEREAS, attached hereto as Exhibit B, is a legible reduced-scale copy of the site plan for the development of the 1430/1440 O'Brien Drive Project, 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; 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 on-site 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 Stormwater Management Plan shall be constructed by the Owner in strict accordance with the approved plans and specifications identified for the 1430/1440 O’Brien Drive Project 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 by Owner to the public entity assuming post-construction responsibility for on-site stormwater treatment measure maintenance and that the on-site stormwater 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 on-site stormwater maintenance.

3. **Maintenance of On-Site Treatment Measures:**
The Owner shall not destroy or remove the on-site stormwater treatment measures from the Property nor modify the on-site stormwater treatment measures in a manner that reduces its effectiveness, and shall, at Owner’s sole expense, adequately maintain the on-site stormwater treatment measures in good working order and in accordance with the maintenance plan agreed hereto and attached as Exhibit C. This includes all pipes, channels, or other conveyances built on the Property to convey stormwater to the on-site stormwater treatment measures, as well as structures, improvements, and vegetation on the Property 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 on-site stormwater treatment measures before the wet season. This inspection shall occur between August 1\(^{st}\) and October 1\(^{st}\) 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 10\(^{th}\) 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 on-site stormwater treatment measures and/or the maintenance plan Exhibit C are reasonably necessary to ensure that the on-site stormwater 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 on-site 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, so as to minimize interference with operations on the Property 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 relating to this Agreement, or correction of a violation of this Agreement, the ordinance, guideline, criteria, permit or other written direction relating to this Agreement. The agency shall provide reasonable (as may be appropriate for the particular circumstances) written notice to the Owner before entering the Property and shall minimize interference with the Owner’s use of the Property and on-site
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 there exists a material breach of Owner’s maintenance obligation under this Agreement the Owner agrees to reimburse that agency for the cost and expenses of said inspection.

8. Failure to Maintain On-Site Stormwater Treatment Measures:
The Owner recognizes that use, modification, and proper maintenance of the on-site 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 on-site stormwater treatment measures requires repair or replacement, the Owner shall make reasonable efforts with 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 on-site 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 on-site stormwater 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 on-site stormwater 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 reimburse the City for all funds reasonably expended or shall forfeit any required bond for the cost incurred by the City hereunder within ten days after delivery by City to Owner of written invoice.

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 then 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 on-site stormwater 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, (collectively, “Claims” or a “Claim”) 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. 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. 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 or its authorized agents, officers, officials or employees.

11. No Additional Liability:
It is the intent of this Agreement to ensure the maintenance of the on-site stormwater 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 on-site 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 on-site stormwater treatment measures remain 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 on-site 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 on-site 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
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: Public Works Director
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025

Owner:
Menlo Park Portfolio
c/o Tarlton Properties, Inc.
Attn: Ron Krietemeyer
1530 O’Brien Drive
Menlo Park, CA 94025

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 APPEAR ON NEXT PAGE]
IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

**OWNER:**

**MENLO PREPI I, LLC, a Delaware limited liability company**

By: **PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, its authorized signatory**

By: 

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<th>Name, Title</th>
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By: 

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**TPI INVESTORS 9, LLC, a Delaware limited liability company**

By: **John C. Tarlton**

<table>
<thead>
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<th>Name, Title</th>
<th>Date</th>
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<tbody>
<tr>
<td>CEO or MANAGER</td>
<td>9/6/18</td>
</tr>
<tr>
<td>Signature</td>
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</table>

**APPROVED AS TO FORM:**

**CITY OF MENLO PARK:**

**Justin Murphy**

<table>
<thead>
<tr>
<th>Justin I. C. Murphy, Public Works Director</th>
<th>Date</th>
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<td>10/11/18</td>
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**ATTEST:**

**Judi A. Herren, City Clerk**

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<td>10/15/18</td>
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</table>
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

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

State of California
County of San Mateo

On September 6, 2018 before me, Kristen Roccaforte, notary public personally appeared John C. Tarlton

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

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

WITNESS my hand and official seal.

Signature

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ____________________________
Document Date: ____________________________ Number of Pages: ______
Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____________________________
☐ Corporate Officer – Title(s): ____________________________
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: ____________________________
Signer is Representing: ____________________________

Signer's Name: ____________________________
☐ Corporate Officer – Title(s): ____________________________
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: ____________________________
Signer is Representing: ____________________________
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California
County of San Mateo County

On October 11th, 2018 before me, Nancy Melgar Notary Public, personally appeared, Justin I. C. Murphy, 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.

NANCY MELGAR
Comm. #2110298
Notary Public - California
San Mateo County
Comm. Expires May 7, 2019
SIGNATURES

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

OWNER:

MENLO PREPI I, LLC, a Delaware limited liability company

By: PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, its authorized signatory

By: Jeffrey D. Uittenbogaard
   Investment Director
   Asset Management

Name, Title

Signature

Date

TPI INVESTORS 9, LLC, a Delaware limited liability company

By: John C. Tarlton
   CEO of Manager

Name, Title

Signature

Date

APPROVED AS TO FORM:

William L. McClure, City Attorney

Date

CITY OF MENLO PARK:

Justin I. C. Murphy, Public Works Director

Date

ATTEST:

Judi A. Herren, City Clerk

Date
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California
County of San Mateo

On September 6, 2012 before me, Kristen Roccaporte, notary public
personally appeared John E. Farley

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

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ____________________________
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Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)
Signer's Name: ____________________________

☐ Corporate Officer – Title(s): ______
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Limited ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: ____________________________
Signer is Representing: ____________________________

Signer's Name: ____________________________

☐ Corporate Officer – Title(s): ______
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Limited ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: ____________________________
Signer is Representing: ____________________________

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

State of California
County of

On Sept 18, 2018, before me, Kristin Blackman—Sr. Gratitude Analyst

personally appeared Jeffrey D. Wittenberg

Investment Dir. Asset Management

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

__________________________
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

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Title or Type of Document: __________________________________ Document Date: ________________
Number of Pages: _______ Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name: ____________________________________________ Signer’s Name: ______________________
□ Corporate Officer — Title(s): ____________________________ □ 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

LEGAL DESCRIPTION
EXHIBIT A

LEGAL DESCRIPTION
EXHIBIT A

Legal Description of Parcel (1430 O'Brien Drive & 1440 O'Brien Drive, Menlo Park, CA)

Real property in the City of Menlo Park, County of San Mateo, State of California, Described as follows:

Parcel 8, as shown on that certain Map entitled “Final Map Menlo Business Park”, filed in the office of the County Recorder of San Mateo County, State of California, on April 27, 1983 in Volume 111, of Subdivision Maps at Page 52.
EXHIBIT B
TREATMENT MEASURE LOCATION MAP
STORMWATER MANAGEMENT PLAN
LOCATION OF STORM TREATMENT MEASURES
1430 O'BRIEN DRIVE

LOCATION OF FLOW THROUGH PLANTER FOR STORMWATER TREATMENT

REFERENCE:
SWMP
EXHIBIT-B

ISSUE DATE:
02/07/16

DRAWN BY:
M. DEANDREIS
C. BOYLE

PROJECT NO:
2730.61

REVIEWED BY:

REFERENCE SHEET NO:

399 Bradford Street
Redwood City, Ca. 94063
Tel: 650.364.6453
Fax: 650.364.2612
www.des-ae.com © 2015
EXHIBIT C
FLOW-THROUGH PLANter MAINTENANCE PLAN
Flow-through planters are designed to treat and temporarily detain runoff without allowing seepage into the underlying soil. They typically receive runoff via downspouts leading from the roofs of adjacent buildings.

The property contains ONE (1) flow-through planter, located as described below and as shown in the attached site plan:

**FLOW-THROUGH PLANTER #1** IS LOCATED ALONG THE EAST SIDE OF THE BUILDING.

I. Routine Maintenance Activities

The principal maintenance objectives are to ensure that water flows unimpeded into the flow-through planter and landscaping remains attractive in appearance. Table 1 shows the routine maintenance activities, and the frequency at which they will be conducted.

<table>
<thead>
<tr>
<th>No.</th>
<th>Maintenance Task</th>
<th>Frequency of Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Evaluate health of plants and vegetation. Remove and replace all dead and diseased vegetation. Treat vegetation using preventative and low-toxic methods.</td>
<td>Twice a year</td>
</tr>
<tr>
<td>2</td>
<td>Maintain vegetation and the irrigation system. Prune and weed to keep flow-through planter neat and orderly in appearance.</td>
<td>As needed</td>
</tr>
<tr>
<td>3</td>
<td>Check that sandy loam soil is at appropriate depth (18 inches minimum per soil specifications) and replenish as necessary.</td>
<td>Monthly</td>
</tr>
<tr>
<td>4</td>
<td>Check that soil is at appropriate depth. Till or replace soil as necessary to maintain a minimum of 6 inches between top of mulch and overflow weir.</td>
<td>Before wet season and as necessary</td>
</tr>
<tr>
<td>5</td>
<td>Remove accumulated sediment, litter and debris from flow-through planter and dispose of properly. Confirm that no clogging will occur and that the box will drain after the rain event.</td>
<td>Before wet season and as necessary</td>
</tr>
<tr>
<td>6</td>
<td>Inspect flow-through planter sub-drain pipe to ensure that there are no clogs. Test with garden hose to confirm that the planter will drain after the rain event.</td>
<td>Monthly during the wet season, and as needed after storm events</td>
</tr>
</tbody>
</table>
Flow-Through Planter Maintenance Plan

Property Address: 1430 O'Brien Drive

Table 1
Routine Maintenance Activities for Flow-Through Planters

<table>
<thead>
<tr>
<th>No.</th>
<th>Activity Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Inspect downspouts from to ensure flow to planter box is unimpeded. Remove debris and repair damaged pipes. Check splash blocks or rocks and repair, replace and replenish as necessary.</td>
<td>Monthly during the wet season, and as needed after storm events</td>
</tr>
<tr>
<td>8</td>
<td>Inspect overflow pipe to ensure that it will safely convey excess flows to storm drain. Repair or replace any damaged or disconnected piping.</td>
<td>Before the wet season, and as necessary</td>
</tr>
<tr>
<td>9</td>
<td>Inspect flow-through planter to ensure that box is structurally sound (no cracks or leaks). Repair as necessary.</td>
<td>Annually</td>
</tr>
<tr>
<td>10</td>
<td>Inspect flow-through planter using the attached inspection checklist.</td>
<td>Monthly, or after large storm events, and after removal of accumulated debris or material</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:

1. Employ non-chemical controls (biological, physical and cultural controls) before using chemicals to treat a pest problem.
2. Prune plants properly and at the appropriate time of year.
3. Provide adequate irrigation for landscape plants. Do not over water.
4. Limit fertilizer use unless soil testing indicates a deficiency. Slow-release or organic fertilizer is preferable. Check with municipality for specific requirements.
5. Pest control should avoid harming non-target organisms, or negatively affecting air and water quality and public health. Apply chemical controls only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, apply the least toxic and the least persistent pesticide that will provide adequate pest control. Do not apply pesticides on a pre-scheduled basis.
6. Sweep up spilled fertilizer and pesticides. Do not wash away or bury such spills.
7. Do not over apply pesticide. Spray only where the infestation exists. Follow the manufacturer’s instructions for mixing and applying materials.
8. Only licensed, trained pesticide applicators shall apply pesticides.
9. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides into runoff. With the exception of pre-emergent pesticides, avoid application if rain is expected.
10. Unwanted/unused pesticides shall be disposed as hazardous waste.

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.

III. Mosquito Abatement Contact Information

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 Flow-Through Planter 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
TREATMENT MEASURE CHECKLIST
Flow-Through Planter Inspection and Maintenance Checklist

Property Address: 1430 O'Brien Drive, Menlo Park, CA
Property Owner: O'Brien Drive Portfolio, LLC

Treatment Measure No.: 1 Date of Inspection: ________ Type of Inspection: ☐ Monthly ☐ Pre-Wet Season ☐ After heavy runoff ☐ End of Wet Season ☐ Other: ________
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. 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>2. Soil</td>
<td>Soil too deep or too shallow.</td>
<td></td>
<td>Soil is at proper depth (per soil specifications) for optimum filtration and flow.</td>
<td></td>
</tr>
<tr>
<td>3. Mulch</td>
<td>Mulchub is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 3 inches in depth.</td>
<td></td>
<td>All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 3 inches.</td>
<td></td>
</tr>
<tr>
<td>4. Sediment, Trash and Debris</td>
<td>Sediment, trash and debris accumulated in the flow-through planter. Planter does not drain as specified.</td>
<td></td>
<td>Sediment, trash and debris removed from flow-through planter and disposed of properly. Planter drains within 3-4 hours.</td>
<td></td>
</tr>
<tr>
<td>5. Clogs</td>
<td>Soil too deep or too shallow. Sediment, trash and debris accumulated in the flow-through planter. Planter does not drain within five days after rainfall.</td>
<td></td>
<td>Planter drains per design specifications.</td>
<td></td>
</tr>
<tr>
<td>6. Downspouts and Sheet Flow</td>
<td>Flow to planter is impeded. Downspouts are clogged or pipes are damaged. Splash blocks and rocks in need of repair, replacement or replenishment.</td>
<td></td>
<td>Downspouts and sheet flow is conveyed efficiently to the planter.</td>
<td></td>
</tr>
<tr>
<td>7. Overflow Pipe and sub-drain pipe</td>
<td>Does not safely convey filtered flow or excess flow to storm drain. Piping damaged, clogged or disconnected.</td>
<td></td>
<td>Overflow pipe conveys excess flow to storm drain. Sub-drain pipe conveys filtered flows to O.F. structure</td>
<td></td>
</tr>
<tr>
<td>8. Structural Soundness</td>
<td>Planter is cracked, leaking or falling apart.</td>
<td></td>
<td>Cracks and leaks are repaired and planter is structurally sound.</td>
<td></td>
</tr>
<tr>
<td>9. Miscellaneous</td>
<td>Any condition not covered above that needs attention in order for the flow-through planter to function as designed.</td>
<td></td>
<td>Meet the design specifications.</td>
<td></td>
</tr>
</tbody>
</table>
Stormwater Treatment Measure Operation and Maintenance

Inspection Report to the CITY OF MENLO PARK, California

This report and attached Inspection and Maintenance Checklists document the inspection and maintenance conducted for the identified storm water treatment measure subject to the Maintenance Agreement between the City and the property owner during the annual reporting period indicated below.

I. Property Information:
Property Address or APN: 1430 O'Brien Drive, Menlo Park, CA
Property Owner: O'Brien Drive Portfolio, LLC

II. Contact Information:
Name of person to contact regarding this report: RonKrietemeyer
Phone number of contact person: (650)330-3600 Email: rkrietemeyer@tarlton.com
Address to which correspondence regarding this report should be directed: 1530 O'Brien Drive Menlo Park, CA 94025

III. Reporting Period:
This report, with the attached completed inspection checklists, documents the inspections and maintenance of the identified treatment measures during the time period from ____ to _____.

IV. Stormwater Treatment Measure Information:
The following storm water treatment measures (identified treatment measures) are located on the property identified above and are subject to the Maintenance Agreement:

<table>
<thead>
<tr>
<th>Identifying Number of Treatment Measure</th>
<th>Type of Treatment Measure</th>
<th>Location of Treatment Measure on the Property</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Flow-Through Planter</td>
<td>South side of bldg</td>
</tr>
</tbody>
</table>

O&M Inspection Report
V. **Summary of Inspections and Maintenance:**

Summarize the following information using the attached Inspection and Maintenance Checklists:

<table>
<thead>
<tr>
<th>Identifying Number of Treatment Measure</th>
<th>Date of Inspection</th>
<th>Operation and Maintenance Activities Performed and Date(s) Conducted</th>
<th>Additional Comments</th>
</tr>
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<tbody>
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</table>

VI. **Sediment Removal:**

Total amount of accumulated sediment removed from the storm water treatment measure during the reporting period: __________ cubic yards.

How was sediment disposed?

- [ ] landfill
- [ ] other location on-site as described in and allowed by the maintenance plan
- [ ] other, explain ________________
VII. Inspector Information:
The inspections documented in the attached Inspection and Maintenance Checklists were conducted by the following inspector(s):

<table>
<thead>
<tr>
<th>Inspector Name and Title</th>
<th>Inspector's Employer and Address</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

VIII. Certification:
I hereby certify, under penalty of perjury, that the information presented in this report and attachments is true and complete:

Signature of Property Owner or Other Responsible Party

Date

Type or Print Name

Company Name

Address

Phone number: ___________________ Email: ___________________