

002823

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

2019-098307

10:56 am 11/21/19 AG Fee: NO FEE
Count of Pages 22
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder



The undersigned declares this instrument to be exempt from Recording Fees (Govt. Code § 27383) and Documentary Transfer Tax (Rev. & Tax. Code §11922).

(Space above this line reserved for Recorder's use only)

27
4

**STORMWATER TREATMENT CONSTRUCTION AND MAINTENANCE AGREEMENT AT 1010
Alma Street, Menlo Park, CA 94025**

This Stormwater Treatment Construction and Maintenance Agreement ("Agreement") is dated this 12th_ day of _September_, 2019, and is by and between the City of Menlo Park, a political subdivision of the State of California, hereinafter referred to as "City", and **Alma Station, LLC**, ("Owner") as the owner of the real property commonly known as **Alma Station**, and legally described on Exhibit A attached hereto (the "Property"), who enter into this Agreement with reference to the following recitals:

RECITALS

WHEREAS, On **DATE** 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 real property commonly known as **Alma Station**, 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 **Alma Station** ; 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 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 Manteo 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 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 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 Directory of Public Works 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 deemed 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:

Alma Station, LLC 1010

Alma Street 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]

SIGNATURES

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

OWNER:



Signature

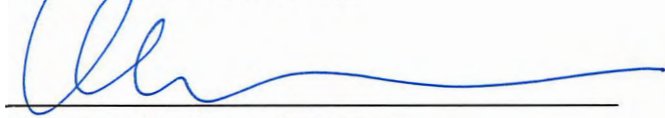
10/14/2019

Date

Lauren Pressman, Authorized Signatory Alma Station, LLC

Name

APPROVED AS TO FORM:



William L. McClure, City Attorney

11/12/19

Date

CITY OF MENLO PARK:



Justin I. C. Murphy, Public Works Director

10/30/19

Date

ATTEST:



Jud A. Herren, City Clerk

11/12/19

Date

**CALIFORNIA ALL-PURPOSE
ACKNOWLEDGMENT**

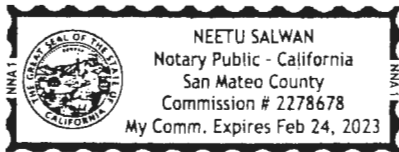
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo County

On October 30, 2019 before me, Neetu Salwan, 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.



Neetu Salwan

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

California All-Purpose Certificate of 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

S.S.

On 10/14/2019 before me, SARA SABOKROOH / NOTARY PUBLIC
Name of Notary Public, Title

personally appeared LAUREN PRESSMAN
Name of Signer (1)

[Signature]

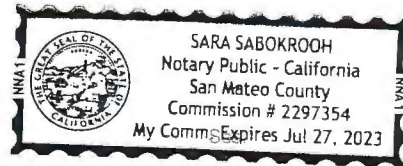
Name of Signer (2)

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



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Stormwater

Treatment & Construction Agreement

containing 7 pages, and dated 10/14/19

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)

Other: Authorized Signatory

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # 29 Entry # 4

Notary contact: SARA SABOKROOH

Other: 617-962-2195

Additional Signer Signer(s) Thumbprints(s)

WRITTEN CONSENT OF THE SOLE MEMBER OF ALMA STATION LLC

May 2, 2016

The undersigned, being the sole member of **ALMA STATION LLC**, a Delaware limited liability company (the "**Company**"), hereby consents in writing to the following actions and adopts the following resolutions:

RESOLVED, that, as provided for in the Limited Liability Company Operating Agreement of the Company, the undersigned hereby elects the following to be agents of the Company:

Authorized Signatory

LAUREN PRESSMAN

Authorized Signatory

BRID ARTHUR

FURTHER RESOLVED, that the authorized signatories of the Company be, and each of them hereby is, authorized to sign and execute in the name and on behalf of the Company, as sole signatory, all applications, contracts, leases and other deeds and documents or instruments in writing of whatsoever nature that may be required in the ordinary course of the Company's business and that may be necessary to secure for operation of the Company's affairs, governmental permits and licenses for, and incidental to, the lawful operations of the business of the Company, and to do such acts and things as such authorized signatories deem necessary or advisable to fulfill such legal requirements as are applicable to the Company and its business.

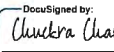
WHEREAS, the Company desires to explore the potential acquisition of a property in Menlo Park, California (the "**Property**");

RESOLVED, that for all purposes relating to the potential acquisition of the Property and, if so acquired with the prior consent of the Member, the renovation and ongoing maintenance and management of the Property, each of the above-named authorized signatories, acting on his or her own, is hereby authorized to: (x) acquire the Property on behalf of the Company; (y) enter into any documents or instruments necessary or appropriate in connection with the acquisition of the Property, including but not limited to the purchase agreement and additional acquisition documents; and (z) take any such other actions with respect to the acquisition of the Property that such Authorized Signatory deems necessary or appropriate.

IN WITNESS WHEREOF, the Member has executed this Agreement effective as of the date first written above.

BIG HEN GROUP I, LLC

By: Hillspire, LLC, its manager

By: 
Name: Chukra Chai
Title: Authorized Signatory

Attachments:

NOTARY ACKNOWLEDGEMENTS

SIGNATURE AUTHORITY (IF OWNER IS NOT AN INDIVIDUAL)

Exhibit A: Legal Description of Parcel (to be provided by Owner's Civil Engineer)

Exhibit B: Site Plan showing Treatment Measure(s) Location (to be provided by Owner's Civil Engineer)

Exhibit C: Maintenance Plan (to be provided by Owner – City has templates)

Exhibit D: Treatment Measure Checklist (accompanies the annual report - City has templates)

Exhibit E: Annual Inspection Report (annual report to be provided by City)

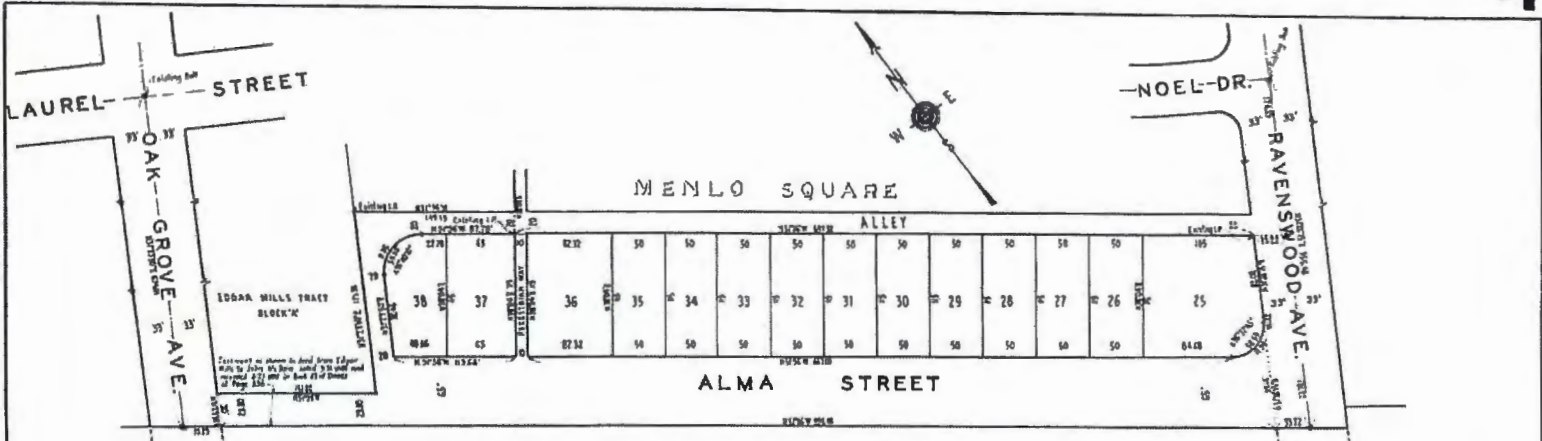
EXHIBIT A:
LEGAL DESCRIPTION

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

LOTS 27, 28, 29, 30 AND 31, AS DESIGNATED ON THE MAP ENTITLED "MENLO SQUARE MAP NO. 2 MENLO PARK, SAN MATEO COUNTY, CALIF." WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON MARCH 15, 1948 IN BOOK 28 OF MAPS AT PAGE 47.

APN: 061-412-450

JPN: 061-041-412-17 THROUGH 20



LANDS OF THE SOUTHERN PACIFIC COMPANY

OWNERS CERTIFICATE
 We hereby certify that we are the owners of or have some right, title or interest in and to the real property included within the subdivision shown upon this map and that we are the only persons whose consent is necessary to pass a clear title to said property and we consent to the making of said map and subdivision as shown within the colored border lines and hereby dedicate to public use the street, alley and pedestrian way shown upon said map within said subdivision.
 CALIFORNIA PACIFIC TITLE INSURANCE COMPANY (A California Corporation)
 By: *[Signature]* Assistant Secretary

ACKNOWLEDGMENT
 STATE OF CALIFORNIA
 COUNTY OF SAN MATEO) ss
 On this 22nd day of March 1948 before me, Willie Norton a Notary Public in and for the County of San Mateo, State of California, residing therein, duly commissioned and sworn, personally appeared T. J. Hallinan known to me to be the Branch Manager and C. J. Whitley, known to me to be the Assistant Secretary of the California Pacific Title Insurance Company, a California Corporation, the corporation that executed the within instrument and known to me to be the persons who executed the same on behalf of the corporation named therein and acknowledged to me that such corporation executed the same.
 In witness whereof, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

My Commission Expires: November 10, 1952
[Signature]
 Notary Public in and for the County of San Mateo, State of California

CERTIFICATE OF ENGINEER
 I, H.C. Armitage, hereby certify that I am a Registered Civil Engineer of the State of California, that this map, consisting of one sheet, correctly represents a survey made under my supervision during the month of November 1947; that the survey is true and complete as shown; that all of the monuments shown thereon actually exist and their positions are correctly shown and that said monuments are sufficient to enable the survey to be retraced.
 Dated February 27, 1948. *[Signature]*
 H.C. Armitage, Registered Civil Engineer Certificate No. 1798

CERTIFICATE OF CITY ENGINEER
 I, Edwin H. Smith, City Engineer of the City of Menlo Park, hereby certify that I have examined the within map and find it to be substantially the same as the tentative map; that all provisions of the law have been complied with and that I am satisfied that said final map is technically correct.
[Signature]
 Edwin H. Smith, City Engineer of the City of Menlo Park

CERTIFICATE OF CITY CLERK
 I, Margaret A. Becker, City Clerk and assistant clerk of the City Council of City of Menlo Park do hereby certify that the City Council of the City of Menlo Park, State of California, by a resolution adopted at a regular meeting of said council, duly convened and held on the 9th day of March, 1948, did approve the within map and did accept, on behalf of the public, all parcels of land offered for dedication for public use.
[Signature]
 Margaret A. Becker, City Clerk and assistant clerk of the City Council of the City of Menlo Park

BASIS OF BEARINGS
 The bearings of Ravenswood Avenue as shown on map of "Menlo Square, Menlo Park, San Mateo County, Calif." recorded in Map Book 64 at page 34 was taken as the basis of bearings shown upon this map.
 All distances and dimensions are shown in feet and decimals thereof.
 * Indicates Iron Nail in Payment
 The border indicates the boundaries of the land subdivided by this map

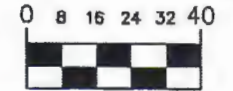
CERTIFICATE OF COUNTY RECORDER
 FILE NO. 20578 H
 Filed for record at request of California Pacific Title Insurance Company this 15th day of March 1948 at 25 minutes past 3:28 o'clock in Volume 28 of Maps at page 47 Records of San Mateo County, Calif.

[Signature]
 County Recorder of the County of San Mateo

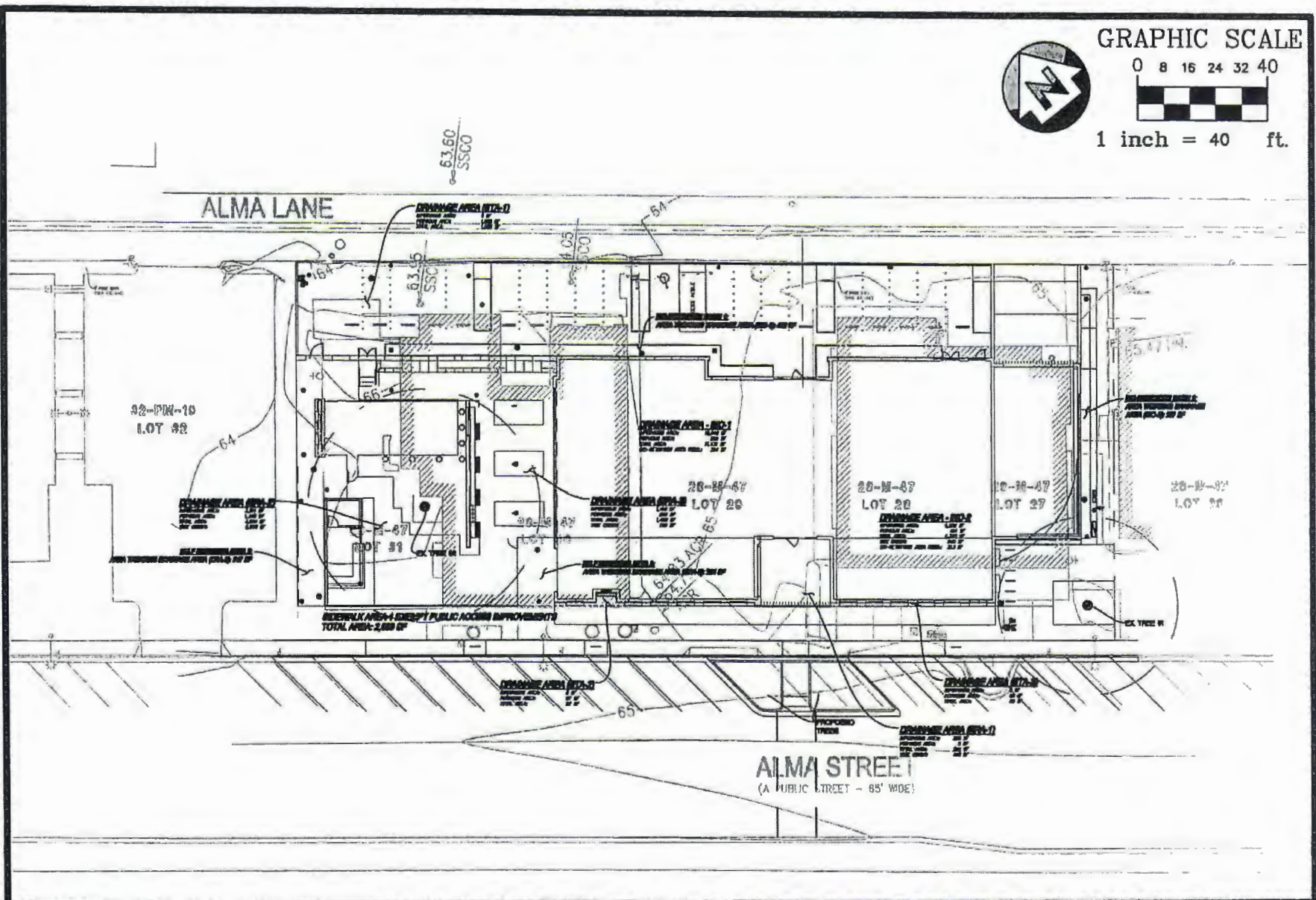
MENLO SQUARE MAP NO. 2
 SUBDIVISION OF A PORTION OF LOTS 18, 19, 20 & 21
 MENLO PARK VILLA ASSOCIATION & A PORTION OF
 BLOCK "C" EDGAR HILLS TRACT
 MENLO PARK
 SAN MATEO COUNTY, CALIF.
 SCALE 1" = 60' 5 NOVEMBER 1947
 H.C. ARMITAGE CIVIL ENGINEER
 REDWOOD CITY



GRAPHIC SCALE



1 inch = 40 ft.



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

700 S. Winchester Blvd, Suite 200, Campbell, CA 95008 | P. 408.636.0900 | F. 408.636.0999 | www.sandis.net
SILICON VALLEY | TRI VALLEY | CENTRAL VALLEY | SACRAMENTO | EAST BAY | SF

DATE:	10/20/16
SCALE:	10/20/16
DRAWN BY:	SP
APPROVED BY:	ND
DRAWING NO.:	214080

EXHIBIT B
SITE PLAN FOR 1010, 1018 ALMA STREET
MENLO PARK DEVELOPMENT
MENLO PARK, CALIFORNIA

SHEET

1

OF 1 SHEETS

EXHIBIT C

Maintenance Plan for Treatment Areas Menlo Park Development

October 20, 2016

Project Address: 1010, 1018 Alma Street, Menlo Park, CA 94025

Assessor's Parcel No.: 061-412-450

Property Owner: Alma Station, LLC Phone No.: (650) 681-8405

Designated Contact: Lauren Pressman Phone No.: (650) 681-8405

Mailing Address: 555 Bryant St. #347, Palo Alto, CA 94301

The property contains two (2) bio-retention areas, three (3) self-treating areas, and three (3) self-retaining areas, located as described below and as shown in the attached site plan.

Bio-Retention No. 1 is located near the northwestern corner of the building. See Exhibit B.

Bio-Retention No. 2 is located near the eastern corner of the building. See Exhibit B.

Self-treating No. 1 is located near the northwest side of the building. See Exhibit B.

Self-treating No. 2 is located near the southwestern side of the building. See Exhibit B.

Self-treating No. 3 is located near the southwestern side of the building. See Exhibit B.

Self-retaining No. 1 is located near the south middle section of the building. See Exhibit B.

Self-retaining No. 2 is located near the west side of the property line. See Exhibit B.

Self-retaining No. 3 is located near the west side of the building. See Exhibit B.

I. Routine Maintenance Activities

The maintenance objectives for the rain gardens include keeping up the pollutant removal efficiency of the channel by maintaining a dense, healthy vegetated cover. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

No.	Maintenance Task	Frequency of Task
1	Mow turf grass to maintain a height of 3-4 inches. Remove grass cuttings. Avoid producing ruts when mowing.	As needed. (Frequent – seasonally)
2	Irrigate during dry weather.	As needed.
3	Remove obstructions and trash from rain garden.	Monthly, or as needed
4	Inspect rain garden to check for erosion and sediment and debris accumulation and dispose of sediment and debris properly.	Twice a year: 1) one inspection should occur at the end of the wet season in order to plan and schedule summer maintenance, 2) the other inspection should occur after periods of heavy runoff.
5	Remove sediment accumulating near culverts and in channels when it builds up to 75 millimeters (3 inches) at any spot, or if it covers vegetation, and dispose of sediment properly.	As needed.

6	Inspect rain garden using the attached inspection checklist.	Monthly, or as needed.
---	--	------------------------

II. Prohibitions

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

1. Pest control should avoid harming non-target organisms and negatively affecting air and water quality and public health.
2. Employ non-chemical controls (biological, physical and cultural) before using chemicals to treat a pest problem.
3. Only licensed, trained pesticide applicators shall apply pesticides.
4. Apply pesticides only when monitoring and preventative, non-chemical methods have failed to keep pests below acceptable levels.
5. Apply the least toxic and the least persistent pesticide that will provide adequate pest control.
6. Spray only where the infestation exists. Apply pesticides at the appropriate season and time of day to maximize effectiveness and minimize the likelihood of discharging pesticides into street and storm drain.
7. Do not over apply pesticide. Do not apply pesticides on a prescheduled basis.
8. Avoid application if rain is expected, unless using pre-emergent pesticides.
9. Follow the manufacturer's instructions for mixing and applying pesticides.
10. Unwanted/unused pesticides shall be disposed as hazardous waste

11. Limit fertilizer use unless soil testing indicates a deficiency. Slow-release or organic fertilizer is preferable. Check with municipality for specific requirements.
12. Sweep up spilled fertilizer and pesticides. Do not wash away or bury spills.

13. Prune plants properly and at the appropriate time of year.
14. Provide adequate irrigation for landscape plants. Do not over water.

III. Mosquito and Vector Control Contacts

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 Environmental Health Department, Vector Control Program for assistance. Mosquito larvicides shall be applied only when absolutely necessary, and as indicated by the Vector Control Program, and then only by a licensed professional or contractor. Contact information is provided below.

San Mateo County
 Environmental Health
 Vector Control Program
 1351 Rollins Rd.
 Burlingame, CA 94010
 PH: (650) 344-8592

IV. Inspections

The Maintenance Checklist below shall be used to conduct inspections monthly or as needed, identify needed maintenance and record maintenance that is conducted.

Defect	Maintenance Is Needed If:	Maintenance To Be Performed	Maintenance Needed? (Y/N)	Comments (Describe maintenance needed and if needed maintenance was not conducted, note when it will be done.)
Sediment Accumulating on Vegetation	Sediment depth exceeds 2 inches.	Remove sediment. Rain garden should be level from side to side and drain freely toward outlet. There should be no areas of standing water once inflow has ceased.		
Standing Water	Water stands in the rain garden or buffer between storms and does not drain freely within five days after rain.	Remove sediment, trash blockages and check dams. Improve grade from head to foot of rain garden. Add under-drains.		
Constant Baseflow	Small quantities of water continually flow through, even when it has not rained in weeks. An eroded, muddy channel has formed in the bottom.	Add gravel under-drain throughout the bottom.		
Poor Vegetation Coverage	Planted vegetation is sparse or bare or eroded patches occur in more than 10% of the bottom of the rain garden.	Replant so more than 90% of the bottom is covered with vegetation. Determine why vegetation eroded and correct that condition.		
Overgrown Vegetation	Planted vegetation becomes excessively tall. Nuisance weeds and other vegetation start to take over.	Mow Vegetation per maintenance plan. Remove nuisance vegetation and clippings from the rain garden and dispose of appropriately.		
Excessive Shading	Vegetation is not thriving because sunlight does not reach rain garden.	Trim over-hanging limbs and remove brushy vegetation on adjacent slopes.		

Defect	Maintenance Is Needed If:	Maintenance To Be Performed	Maintenance Needed ? (Y/N)	Comments (Describe maintenance needed and if needed maintenance was not conducted, note when it will be done.)
Inlet/Outlet	Inlet/outlet areas are clogged with sediment and/or debris.	Remove material that is clogging inlet and outlet.		
Trash and Debris Accumulating	Trash and debris have accumulated in the rain garden.	Remove trash and debris.		
Erosion/ Scouring	Bottom of bio-retention area or buffer is eroded or scoured with channelization.	Fill ruts or bare areas less than 12 inches wide, with crushed gravel. Regrade eroded areas greater than 12 inches wide. Reseed or replant with plugs of grass from the upper slope.		

Exhibit D

Annual 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: 1010, 1018 Alma Street, Menlo Park, CA 94025
Property APN: 061-412-450
Property Owner: Alma Station, 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:

Number	Name of Treatment Measure	Location of Treatment Measure on the Property
1	Bio-Retention Area 1	North and Northwest side of the building, see Exhibit B
2	Bio-Retention Area 2	East side of the building, see Exhibit B

V. Summary of Inspections and Maintenance:

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

Number	Date of Inspection	Date of Operation and Maintenance Activities Performed	Activities Performed

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

Exhibit E

**Inspection and Maintenance Checklist
for Bio-Retention Areas**

Property Address: 1010, 1018 Alma Street, Menlo Park, CA 94025

Property Owner: Alma Station LLC

Inspector(s): _____

Phone: _____

Treatment Measure: Bio-Retention Area No. 1
 Bio-Retention Area No. 2

Date of Inspection: _____

Date of Inspection: _____

Type of Inspection: Before-rainy season After-rainy season Monthly Quarterly Annual

Defect	Maintenance Is Needed If:	Maintenance To Be Performed	Maint- en- ance Needed? (Y/N)	Comments (Describe maintenance needed and if needed maintenance was not conducted, note when it will be done.)
Sediment Accumulation on Vegetation	Sediment depth exceeds 2 inches.	Remove sediment. Rain garden should be level from side to side and drain freely toward outlet. There should be no areas of standing water once inflow has ceased.		
Standing Water	Water stands in the rain garden or buffer between storms and does not drain freely.	Remove sediment, trash blockages, check dams. Improve grade from head to foot of rain garden or buffer. Add under-drains or convert to a wet rain garden.		
Constant Baseflow	Small quantities of water continually flow through, even when it has not rained in weeks. An eroded, muddy channel has formed in the bottom.	Add low-flow pea-gravel under-drain throughout the bottom.		

Bio-Retention Areas Inspection Checklist

Property Address: 1010, 1018 Alma Street, Menlo Park, CA

Defect	Maintenance Is Needed If:	Maintenance To Be Performed	Maint- enance Needed? (Y/N)	Comments (Describe maintenance needed and if needed maintenance was not conducted, note when it will be done.)
Poor Vegetation Coverage	Planted vegetation is sparse or bare or eroded patches occur in more than 10% of the bottom of the rain garden or buffer.	Replant so more than 90% of the bottom is covered with vegetation. Determine why growth of planted vegetation is poor and correct that condition.		
Overgrown Vegetation	Planted vegetation becomes excessively tall, Nuisance weeds and other vegetation start to take over.	Mow Vegetation per maintenance plan. Remove nuisance vegetation so that flow is not impeded. Remove clippings from the rain garden and dispose of appropriately.		
Excessive Shading	Vegetation is not thriving because sunlight does not reach rain garden.	Trim back over-hanging limbs and remove brushy vegetation on adjacent slopes.		
Inlet/Outlet	Inlet/outlet areas are clogged with sediment and/or debris.	Remove material that is clogging inlet and outlet areas.		
Trash and Debris Accumulation	Trash and debris have accumulated in the rain garden or buffer.	Remove trash and debris.		
Erosion/ Scouring	Bottom of rain garden or buffer is eroded or scoured with channelization.	Fill ruts or bare areas less than 12 inches wide, with crushed gravel. Regrade eroded areas greater than 12 inches wide. Reseed or replant with plugs of grass from the upper slope.		