



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City Of Redwood City  
1017 Middlefield Road  
Redwood City, California 94063  
Attention: City Clerk

(Space Above This Line For Recorder's Use Only)  
Exempt from recording fee per Gov. Code § 27383

20f

**STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT  
1460 Kentfield Avenue**

THIS STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 20<sup>th</sup> day of JULY, 2023 ("Effective Date"), by and between the City of Redwood City ("City") and Cypress Capital Partners 2019, LP, a Delaware limited partnership ("Developer") (together, the "Parties") with reference to the following facts:

**RECITALS**

A. Developer is the current fee owner of that certain real property consisting of approximately 0.26 acres located within the City of Redwood City, County of San Mateo, State of California, described in Exhibit "A", attached hereto, and incorporated herein by reference (the "Property").

B. On July 8, 2022, the Zoning Administrator of the City of Redwood City approved Architectural Permit, AP2022-018 for a residential project on the Property subject to certain conditions of approval ("Conditions").

C. On November 19, 2015, the Regional Water Quality Control Board, San Francisco Bay Region, adopted Order R2-2015-0049, amending the San Mateo Countywide NPDES Municipal Stormwater Permit (Order 99-059, CAS0029921) (the "NPDES Permit").

D. Provision C.3 of the NPDES Permit, 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 will be adequately operated and maintained by entities responsible for the stormwater treatment measures.

E. Attached hereto as Exhibit "B", and incorporated herein by this reference, is a legible reduced-scale copy of the site plan showing the stormwater treatment measures that are to be located or to be constructed on the Property, hereinafter referred to as the "Site Plan."

F. Attached hereto as Exhibit "C", and incorporated herein by this reference, is an "Inspection and Maintenance Checklist" which describes Developer's maintenance activities to be performed pursuant to this Agreement.

G. City is the permittee public agency with jurisdiction over the Property.

H. Developer recognizes that the stormwater treatment measure(s) more particularly described and shown on the Site Plan must be installed and maintained as

indicated in this Agreement and as required by the NPDES Permit or other regulatory agencies having jurisdiction, as well as the Conditions.

I. Full-scale plans of measures shown on the Site Plan and any amendments thereto are on file with City's Engineering and Transportation Division.

J. City and Developer agree that the health, safety, and welfare of the citizens of City require that the stormwater treatment measure(s) detailed in the Site Plan be constructed and maintained on the Property.

K. City's Stormwater Management and Discharge Control Program Ordinance, Stormwater related guidelines, criteria, and other written directions ("City Stormwater Regulations") require that the stormwater treatment measure(s), as shown on the approved Site Plan, be constructed and maintained by Developer.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

1. Construction of Treatment Measures. The on-site Stormwater treatment measure(s) shown on the Site Plan will be constructed by Developer in strict accordance with the approved plans and specifications identified for the Property and any other requirements thereto which have been approved by City in conformance with City Stormwater Regulations.

2. Operation & Maintenance Responsibility. This Agreement will serve as the signed statement by Developer accepting responsibility for operation and maintenance ("O&M") of stormwater treatment measures as set forth in this Agreement until the responsibility is legally transferred to another person or entity.

3. Maintenance of Treatment Measures. Developer will not destroy or remove the stormwater treatment measures from the Property nor modify the stormwater treatment system in a manner that lessens its effectiveness. Developer will also, at its sole expense, adequately maintain the stormwater treatment measure(s) in good working order acceptable to City and in accordance with the Site Plan and Inspection and Maintenance Checklist. Developer's responsibilities in the foregoing sentences extend to all measures described in the Site Plan, including, without limitation, all pipes, channels, or other conveyances built to convey stormwater to the treatment measure(s), 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 measures in good working condition so that these measures continue to operate as originally designed and approved. The Inspection and Maintenance Checklist will include a detailed description of and schedule for long-term maintenance activities of the stormwater treatment measures.

4. Sediment Management. Developer will appropriately manage sediment accumulation resulting from the normal operation of the stormwater treatment measure(s). Developer will provide for the removal and disposal of accumulated sediment in a manner

that complies with all federal, state, and local law and regulations. Disposal of accumulated sediment or debris will not occur on the Property.

5. Term. This Agreement will commence immediately upon the Effective Date and will continue in perpetuity until and unless terminated by City.

6. Annual Inspection and Report. Developer will, on an annual basis, complete a Treatment Measure Operation and Maintenance Inspection Report ("Annual Report"). The Annual Report will include all completed Inspection and Maintenance Checklists for the reporting period and will be submitted to City in order to verify that inspection and maintenance of the applicable stormwater treatment measure(s) have been conducted pursuant to this Agreement. Developer will submit the Annual Report no later than December 31 of each year, under penalty of perjury, to Office of the City Engineer, 1017 Middlefield Road, Redwood City, CA 94063 or another member of City staff as directed by City. The Annual Report will include a record of the volume of all accumulated sediment removed as a result of the treatment measure(s). Developer will conduct a minimum of one (1) annual inspection of the stormwater treatment measure(s) between August 1<sup>st</sup> and October 1<sup>st</sup> each year. City may require more frequent inspections. The results of inspections will be recorded on the Annual Inspection Report.

7. Necessary Changes and Modifications. At its sole expense, Developer will make changes or modifications to the stormwater treatment measure(s) as City reasonably determines are necessary to ensure that the stormwater treatment measure(s) are properly maintained and continue to operate as originally designed and approved.

8. Access to the Property. Developer hereby grants permission to City; the San Francisco Bay Regional Water Quality Control Board (the "Regional Board"); the San Mateo County Mosquito Abatement District (the "Mosquito Abatement District"); and their authorized agents and employees to enter the Property at reasonable times and in a reasonable manner to inspect, assess or observe the stormwater treatment measure(s) in order to ensure that the stormwater treatment measure(s) are being properly maintained and are continuing to perform in a manner adequate to protect water quality and the public health and safety. This includes the right to enter the Property whenever there is a reasonable basis to believe that a violation of this Agreement, City Stormwater Regulations, or the NPDES Permit, and any amendments or re-issuances of the NPDES Permit is occurring, has occurred or threatens to occur. The above listed agencies may also enter the Property when necessary for abatement of a public nuisance or correction of a violation of City Stormwater Regulations. City, the Regional Board, or the Mosquito Abatement District will provide reasonable (as may be appropriate for the particular circumstances) notice to Developer before entering the property.

9. Failure to Maintain Treatment Measures. In the event Developer fails to maintain the stormwater treatment measure(s) as shown on the approved Site Plan in good working order acceptable to City and in accordance with the Inspection and Maintenance Checklist, City and its authorized agents and employees may enter the Property and take whatever steps it deems necessary and appropriate to return the stormwater treatment measure(s) to good working order. City will provide reasonable notice before such entry, provided that notice will not be necessary if emergency conditions require immediate

remedial action. This provision will not be construed to allow City to erect any structure of a permanent nature on the Property. It is expressly understood and agreed that City is under no obligation to maintain or repair the stormwater treatment measure(s) and in no event will this Agreement be construed to impose any such obligation on City.

10. Reimbursement of City Expenditures. In the event 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 stormwater treatment measure(s) to good working order as indicated in Section 9 (Failure to Maintain Treatment Measures), or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, Developer will reimburse City for costs incurred by the City hereunder. Developer will make such reimbursement payments within thirty (30) days of receiving an invoice from City. If these costs are not paid within the prescribed time period, City may assess Developer the cost of the work, both direct and indirect, and applicable penalties. Said assessment will be a lien against the Property or may be placed on the property tax bill and collected as ordinary taxes by 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 City as a result of Developer's failure to maintain the stormwater treatment measure(s).

11. Indemnification. Developer will indemnify, hold harmless and defend City and its authorized agents, officers, officials and employees from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, payments, costs and expenses, including attorney's fees, claimed or which might arise or be asserted against City that are alleged or proven to result or arise from the construction, presence, existence or maintenance of the stormwater treatment measure(s) by Developer or City (each, individually, a "Claim," and collectively, "Claims"). In the event such a Claim is asserted against City, its authorized agents, officers, officials or employees, City will promptly notify Developer and Developer will defend at its own expense any suit based on such Claim. This section will not apply to any Claims that arise due to the gross negligence or willful misconduct of City. This Section 11 will survive the early termination of this Agreement.

12. Reserved.

13. No Additional Liability. It is the intent of this Agreement to insure the proper maintenance of the stormwater treatment measure(s) by Developer; provided, however, that this Agreement will not be deemed to create or effect any additional liability not otherwise provided by law of any party for damage alleged to result from or caused by stormwater runoff.

14. Performance Financial Assurance. City may request Developer to provide a performance bond, security, or other appropriate financial assurance providing for the maintenance of the stormwater treatment measure(s) pursuant to City Stormwater Regulations.

15. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Developer under this Agreement.

For City:  
City of Redwood City  
1017 Middlefield Road  
Redwood City, CA 94063  
(650) 780 - 7000  
Attn: City Manager

For Developer:  
Cypress Capital Partners 2019, LP  
564 Casita Way  
Los Altos, CA 94022  
(650) 995 - 3600

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail, return receipt requested. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. Assignment by Developer. Developer may assign its obligations under this Agreement only with the City Manager's prior written approval. In connection with any such assignment, Developer and its assignee will execute and deliver to City a written assignment and assumption agreement in a form reasonably acceptable to the City Attorney.

17. Assignment By City. City may assign its rights and obligations under this Agreement to a municipal services district or other public agency without Developer's consent.

18. Covenant Running with the Land. This Agreement pertains to and runs with the Property in perpetuity, and will be recorded against the Property at Developer's expense. This Agreement binds the assigns and successors-in-interest of Developer, including any transferee of any fee interest within the Property. City and its successors and assigns, in the event of any breach of this Agreement, will have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings against Developer or its permitted successors and assigns to enforce the curing of such breach.

19. Release of Agreement. In the event that City determines that the stormwater treatment measure(s) located on the Property are no longer required, then City, at the request of Developer will execute a release of this Agreement, which Developer will record at Developer's expense. City reserves the option to record such release of this Agreement. The stormwater treatment measure(s) will not be removed from the Property unless such a release is so executed and recorded.

20. Miscellaneous.

20.1 Entire Agreement, Amendments, Recitals. This Agreement contains the entire understanding and agreement of the Parties. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement. All recitals set forth above are incorporated by reference into this Agreement.

20.2 Paragraph Headings. Paragraph headings in this Agreement are for

convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

20.3 Governing Law, Venue. This Agreement will be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement will be brought only in the Superior Court of the County of San Mateo, State of California.

20.4 Compliance with Laws. Developer will comply with all federal, state and local laws, ordinances and regulations in the performance of this Agreement. Developer will, at its own cost and expense, obtain all necessary permits and licenses for the Work (including encroachment permits as needed), give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that will serve the residential development on the Property. Copies and/or proof of payment of said permits, licenses, notices, fee and tax payments and deposits will be furnished to the City Engineer upon request.

20.5 Counterparts. This Agreement may be executed in any number of counterparts which together will constitute the contract of the Parties.

20.6 Exhibits. All exhibits and attachments to this Agreement are incorporated by reference as though fully restated herein.

20.7 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and effect.

20.8 No Agency Relationship. Neither Developer nor any of Developer's agents, contractors or subcontractors are or will be considered to be agents of City in connection with the performance of any of Developer's obligations under this Agreement. Developer's relationship to City, if any, arising under this Agreement is strictly that of an independent contractor.

20.9 Attorneys' Fees and Costs. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party will be entitled to all costs of suit, reasonable attorneys' fees and such other costs as may be determined by the court.

20.10 Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

20.11 Interpretation. The word "including" will be construed as if followed by the words "without limitation." All recitals to this Agreement are incorporated by reference as though fully restated herein. This Agreement will be interpreted as though prepared jointly by both Parties.

20.12 Authority. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf

of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder

*[Signature Page Follows]*

REV: 06-12-2023 SK

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first stated above.

**DEVELOPER**

**Cypress Capital Partners 2019, LP,**  
a Delaware limited partnership

By: Cypress Capital Group, LLC,  
a New York limited liability company,  
its General Partner

By:   
Name: Hui-Wen Shiau  
Title: CEO

***[Signature must be notarized]***


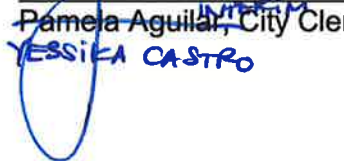
**CITY**

**CITY OF REDWOOD CITY,** a  
charter city and municipal corporation

  
Melissa Stevenson Diaz, City Manager

***[Signature must be notarized]***

**ATTEST:**

  
Pamela Aguilar, City Clerk  
  
JESSICA CASTRO

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

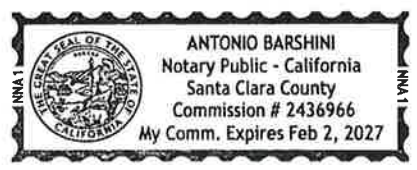
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Santa Clara )  
On July 6, 2023 before me, Antonio Barshini, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Huiwen Shias  
Name(s) of Signer(s)

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] 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.

**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 or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA 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 July 20, 2023 before me, YESSIKA DOMINGUEZ, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
personally appeared MELISSA STEVENSON DIAZ  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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**

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 or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 059-041-630**

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

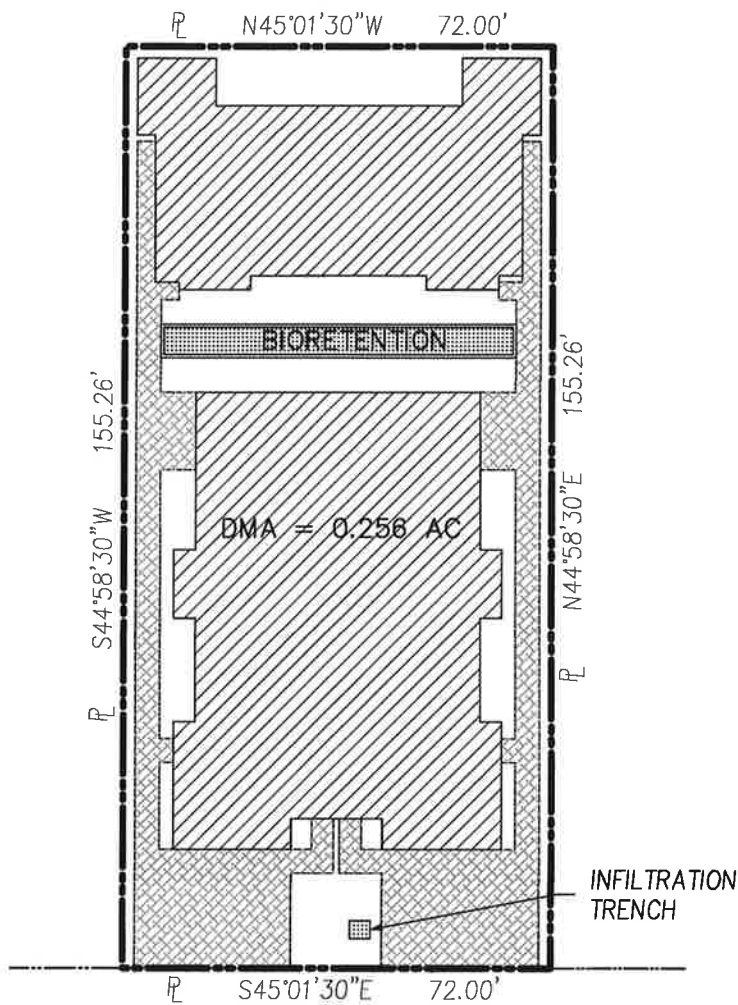
PORTION OF LOT 4, IN BLOCK "E" AS SHOWN ON THAT CERTAIN MAP ENTITLED, "WOODSIDE ACRES MAP NO. 1 SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON MAY 18, 1923 IN BOOK 11 OF MAPS AT PAGES 34 AND 35, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF KENTFIELD AVENUE WITH THE DIVIDING LINE BETWEEN LOTS 4 AND 5, IN SAID BLOCK "E"; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE SOUTHWESTERLY LINE OF KENTFIELD AVENUE, NORTH 43° 01' 30" WEST 72 FEET; THENCE SOUTH 44° 58' 30" WEST 275.86 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 4; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 48° 17' EAST 72.11 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF SAID LOT 4; THENCE ALONG THE SOUTHWESTERLY LINE OF LOT 4, NORTH 44° 58' 30" EAST 271.76 FEET TO THE POINT OF BEGINNING.



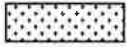

EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO CONRAD PAUL BREHM, ET UX, RECORDED JULY 15, 1974 IN BOOK 6656 AT PAGE 608, OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTION OF LOT 4, BLOCK "E", AS SHOWN ON THAT CERTAIN MAP ENTITLED, "WOODSIDE ACRES MAP NO. 1", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON MAY 18, 1923 IN BOOK 11 OF MAPS AT PAGES 34 AND 35, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 4, DISTANT THEREON SOUTH 44° 58' 30" WEST 155.26 FEET FROM THE SOUTHWESTERLY LINE OF KENTFIELD AVENUE, AS SHOWN ON SAID MAP; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHEASTERLY LINE OF SAID LOT 4, SOUTH 44° 58' 30" WEST 90.00 FEET TO THE NORTHEASTERLY LINE OF SIERRA STREET, AS CONVEYED TO THE CITY OF REDWOOD CITY BY DEED RECORDED JULY 23, 1963 IN BOOK 4508 AT PAGE 201 OF OFFICIAL RECORDS OF SAN MATEO COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID SIERRA STREET, NORTH 48° 17' WEST 72.12 FEET TO THE INTERSECTION THEREOF WITH A LINE WHICH IS PARALLEL WITH, AND MEASURED AT RIGHT ANGLES, NORTHWESTERLY 72.00 FEET FROM THE SOUTHEASTERLY LINE OF SAID LOT 4; THENCE ALONG SAID PARALLEL LINE, NORTH 44° 58' 30" EAST 94.09 FEET TO A POINT WHICH IS SOUTH 44° 58' 30" WEST 155.26 FEET FROM THE SOUTHWESTERLY LINE OF SAID KENTFIELD AVENUE; THENCE LEAVING SAID PARALLEL LINE, SOUTH 45° 01' 30" EAST 72.00 FEET TO THE POINT OF BEGINNING.



**LEGEND**

- PROPOSED IMPERVIOUS AREA 
- PROPOSED PERVIOUS AREA 
- BIORETENTION ARE /INFILTRATION TRENCH 
- BOUNDARY/DMA AREA 

KENTFIELD AVENUE

SITE PLAN  
NTS

EXHIBIT B  
SITE PLAN  
1460 KENTFIELD AVE

**LC ENGINEERING**

598 E Santa Clara St, #270  
San Jose, Ca 95112  
(408) 386 7408

Redwood City

California

SCALE: 1" = 30'

DATE: 01/13/23

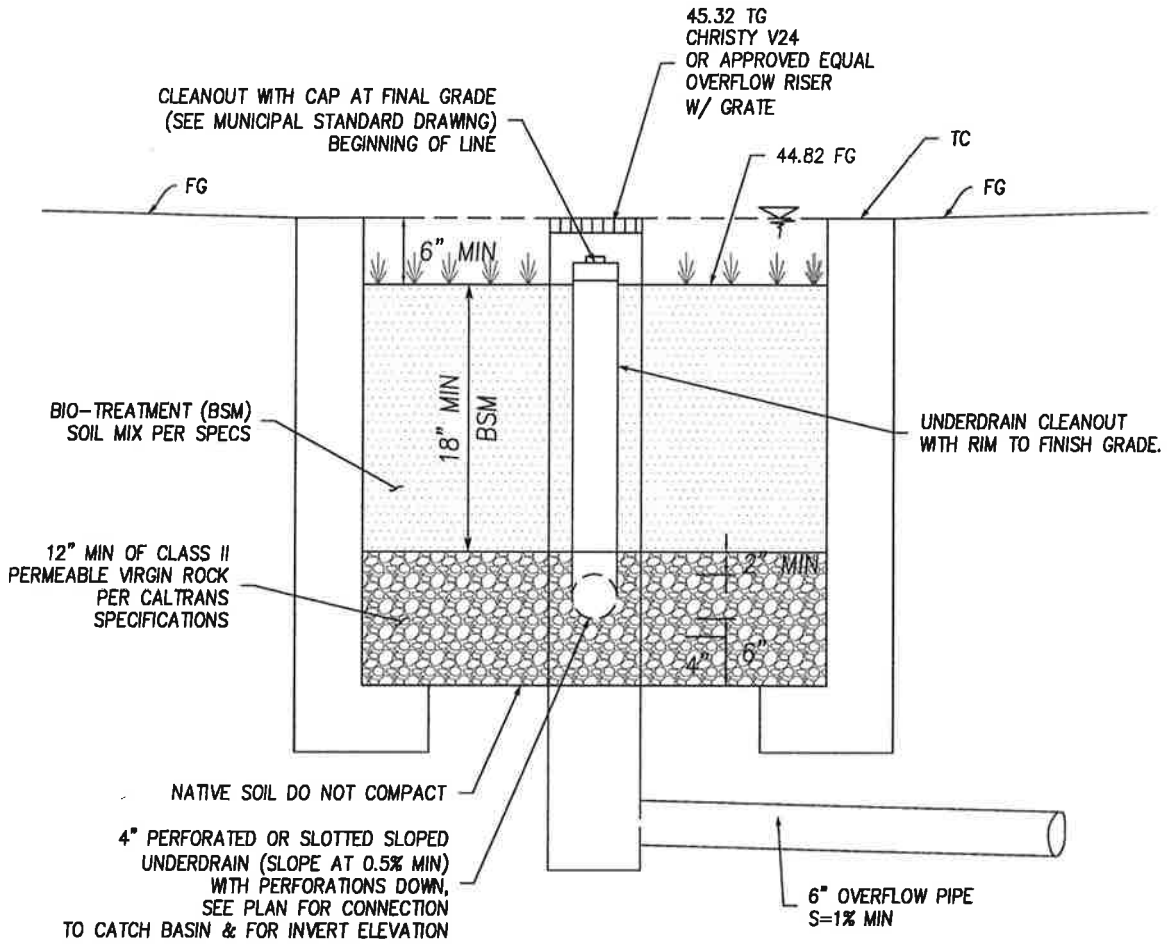
DRWG. NAME:

PROJECT NO.

SHEET

1 OF 3

REV: 06-12-2023 SK



**BIORETENTION DETAIL**  
NTS

EXHIBIT B  
BIORETENTION DETAIL  
1460 KENTFIELD AVE

**LC ENGINEERING**

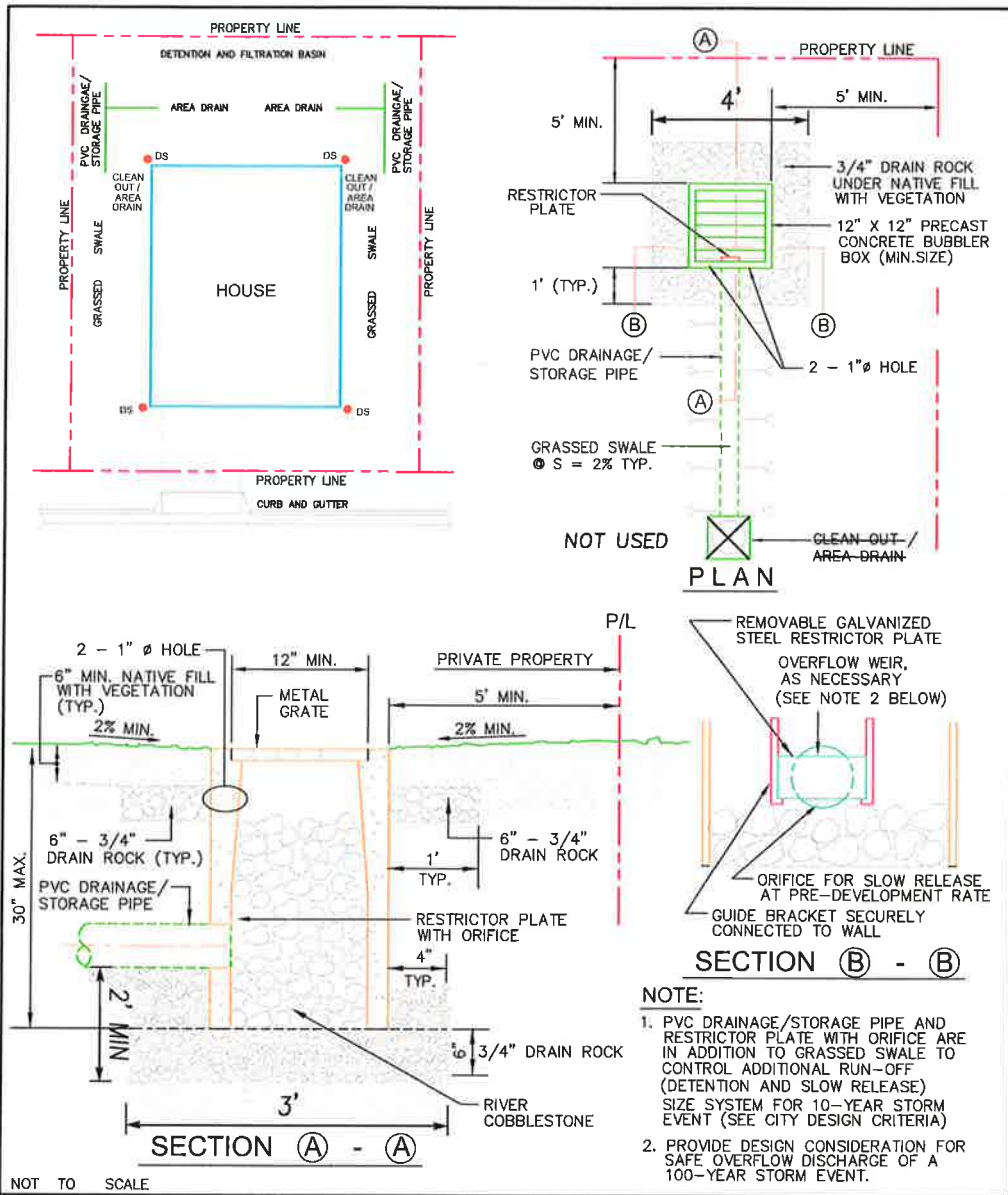
598 E Santa Clara St, #270  
San Jose, Ca 95112  
(408) 386 7408

Redwood City

California

SCALE: NO SCALE	DATE: 01/13/23	DRWG. NAME:	PROJECT NO.	SHEET 2 OF 3
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REV: 06-12-2023 SK



DESIGN GUIDE	CITY OF REDWOOD CITY ENGINEERING AND CONSTRUCTION	
	DATE: 2/26/04 REV. 1	DETENTION AND FILTRATION SYSTEM SHT 3 OF 4

Redwood City		California		<b>LC ENGINEERING</b> 598 E Santa Clara St, #270 San Jose, Ca 95112 (408) 386 7408	
SCALE: NO SCALE	DATE: 01/13/23	DRWG. NAME:	PROJECT NO.	SHEET	3 OF 3

REV: 06-12-2023 SK

Exhibit "C" - Inspection and Maintenance Checklist

**Bioretention Area<sup>1</sup> Maintenance Plan for  
Residential Construction Project at 1460 Kentfield Avenue, Redwood City, CA 94061**

08/22/2022



*Bioretention areas function as soil and plant-based filtration devices that remove pollutants through a variety of physical, biological, and chemical treatment processes. These facilities normally consist of a grass buffer strip, sand bed, ponding area, organic layer or mulch layer, planting soil, and plants.*

Project Address and Cross Streets 1460

Kentfield Avenue, Redwood City, CA 94061

Assessor's Parcel No.: 059041630

Property Owner: Cypress Capital Group

Phone No.: (650) 995 -3600

Designated Contact: Wen Shiau

Phone No.: (650) 995 -3600

Mailing Address: 564 Casita Way, Los Altos CA 94022

The property contains one bioretention area, located as described below and as shown in the attached site plan<sup>2</sup>.

- **Bioretention Area No. 1 and 2** are located at the front yard

**I. Routine Maintenance Activities**

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

Table 1 Routine Maintenance Activities for Bioretention Areas		
No.	Maintenance Task	Frequency of Task
1	Remove obstructions, debris and trash from bioretention area and dispose of properly.	Monthly, or as needed after storm events
2	Inspect bioretention area to ensure that it drains between storms and within five days after rainfall.	Monthly, or as needed after storm events
3	Inspect inlets for channels, soil exposure or other evidence of erosion. Clear obstructions and remove sediment.	Monthly, or as needed after storm events
4	Remove and replace all dead and diseased vegetation.	Twice a year
5	Maintain vegetation and the irrigation system. Prune and weed to keep bioretention area neat and orderly in appearance.	Before wet season begins, or as needed
6	Check that mulch is at appropriate depth (3 inches per soil specifications) and replenish as necessary before wet season begins.	Monthly

<sup>1</sup> Bioretention areas include linear treatment measures designed to filter water through biotreatment soils. A bioretention area that has no waterproof liner beneath it and has a raised underdrain in the underlying rock layer to promote infiltration, as shown in Section 6.1 of the C.3 Technical Guidance, may also be called a "bioinfiltration area".

<sup>2</sup> Attached site plan must match the site plan exhibit to Maintenance Agreement.

<b>Table 1</b> <b>Routine Maintenance Activities for Bioretention Areas</b>		
7	Inspect bioretention area using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material

**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 prescheduled 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](mailto:info@smcmad.org)

**IV. Inspections**

The attached Bioretention 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 "C" - Inspection and Maintenance Checklist

**Bioretention Area<sup>1</sup> Maintenance Plan for Residential Construction Project at 1460 Kentfield Avenue, Redwood City, CA 94061**

08/22/2022



*Bioretention areas function as soil and plant-based filtration devices that remove pollutants through a variety of physical, biological, and chemical treatment processes. These facilities normally consist of a grass buffer strip, sand bed, ponding area, organic layer or mulch layer, planting soil, and plants.*

Project Address and Cross Streets 1460

Kentfield Avenue, Redwood City, CA 94061

Assessor's Parcel No.: 059041630

Property Owner: Cypress Capital Group

Phone No.: (650) 995 -3600

Designated Contact: Wen Shiau

Phone No.: (650) 995 -3600

Mailing Address: 564 Casita Way, Los Altos CA 94022

The property contains one bioretention area, located as described below and as shown in the attached site plan<sup>2</sup>.

- **Bioretention Area No. 1 and 2** are located at the front yard

**I. Routine Maintenance Activities**

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

No.	Maintenance Task	Frequency of Task
1	Remove obstructions, debris and trash from bioretention area and dispose of properly.	Monthly, or as needed after storm events
2	Inspect bioretention area to ensure that it drains between storms and within five days after rainfall.	Monthly, or as needed after storm events
3	Inspect inlets for channels, soil exposure or other evidence of erosion. Clear obstructions and remove sediment.	Monthly, or as needed after storm events
4	Remove and replace all dead and diseased vegetation.	Twice a year
5	Maintain vegetation and the irrigation system. Prune and weed to keep bioretention area neat and orderly in appearance.	Before wet season begins, or as needed
6	Check that mulch is at appropriate depth (3 inches per soil specifications) and replenish as necessary before wet season begins.	Monthly

<sup>1</sup> Bioretention areas include linear treatment measures designed to filter water through biotreatment soils. A bioretention area that has no waterproof liner beneath it and has a raised underdrain in the underlying rock layer to promote infiltration, as shown in Section 6.1 of the C.3 Technical Guidance, may also be called a "bioinfiltration area".

<sup>2</sup> Attached site plan must match the site plan exhibit to Maintenance Agreement.

<b>Table 1</b>		
<b>Routine Maintenance Activities for Bioretention Areas</b>		
7	Inspect bioretention area using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material

**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 prescheduled 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.

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**IV. Inspections**

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

## Bioretention Area Inspection and Maintenance Checklist

Property Address: 1460 Kentfield, Redwood City, CA 94061

Property Owner: Cypress Capital Group

Treatment Measure No.: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_ Type of Inspection:  Monthly  Pre-Wet Season  
 After heavy runoff  End of Wet Season  
 Other: \_\_\_\_\_

Inspector(s): \_\_\_\_\_

Defect	Conditions When Maintenance is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance is Performed
1. Standing Water	When water stands in the bioretention area between storms and does not drain within five days after rainfall.			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 bioretention area, or added underdrains.
2. Trash and Debris Accumulation	Trash and debris accumulated in the bioretention area.			Trash and debris removed from bioretention area and disposed of properly.
3. Sediment	Evidence of sedimentation in bioretention area.			Material removed so that there is no clogging or blockage. Material is disposed of properly.
4. Erosion	Channels have formed around inlets, there are areas of bare soil, and/or other evidence of erosion.			Obstructions and sediment removed so that water flows freely and disperses over a wide area. Obstructions and sediment are disposed of properly.
5. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
6. Mulch	Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 3 inches in depth.			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.
7. Miscellaneous	Any condition not covered above that needs attention in order for the bioretention area to function as designed.			Meet the design specifications.