

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

**STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT
631 Teredo Dr**

THIS STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 18th day of SEPTEMBER, 2023 ("Effective Date"), by and between the City of Redwood City ("City") and Chia Yiau Chong and Chai Siah Ku, as trustees of The Chong and Ku Family Trust ("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 0.14 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 September 2, 2022, the Zoning Administrator of the City of Redwood City approved an Architectural Permit (AP2022-024) 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

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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 1st and October 1st 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. Intentionally Omitted.

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:
Chia Yiaw Chong
631 Teredo Dr
Redwood City, CA 94065
(408) 598-5735

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.

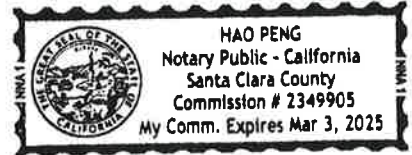
[Signature Page Follows]

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

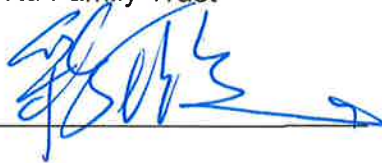
DEVELOPER

Chia Yiau Chong,
Trustee of The Chong and Ku Family Trust

By: 



Chai Siah Ku,
Trustee of The Chong and Ku Family Trust

By: 

[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:


Yessika Castro, Interim City Clerk

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

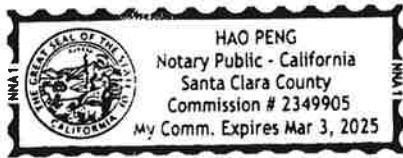
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Santa Clara

On 9/12/23 before me, Hao Peng, Notary Public CA.Hp
Date Here Insert Name and Title of the Officer

personally appeared Chia Kiew Chong
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]
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: Maintenance Agreement

Document Date: _____ Number of Pages: 13

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	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 Santa Clara

On 9/12/23 before me, Hao Peng, Notary public, CA HP
Date Here Insert Name and Title of the Officer

personally appeared Chai Siah Ku
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 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: Maintenance Agreement
Document Date: _____ Number of Pages: 13
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 Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

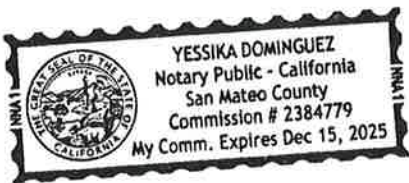
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN MATEO

On SEPTEMBER 18, 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 [Handwritten 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

Order Number: 4101-6406730
Page Number: 5

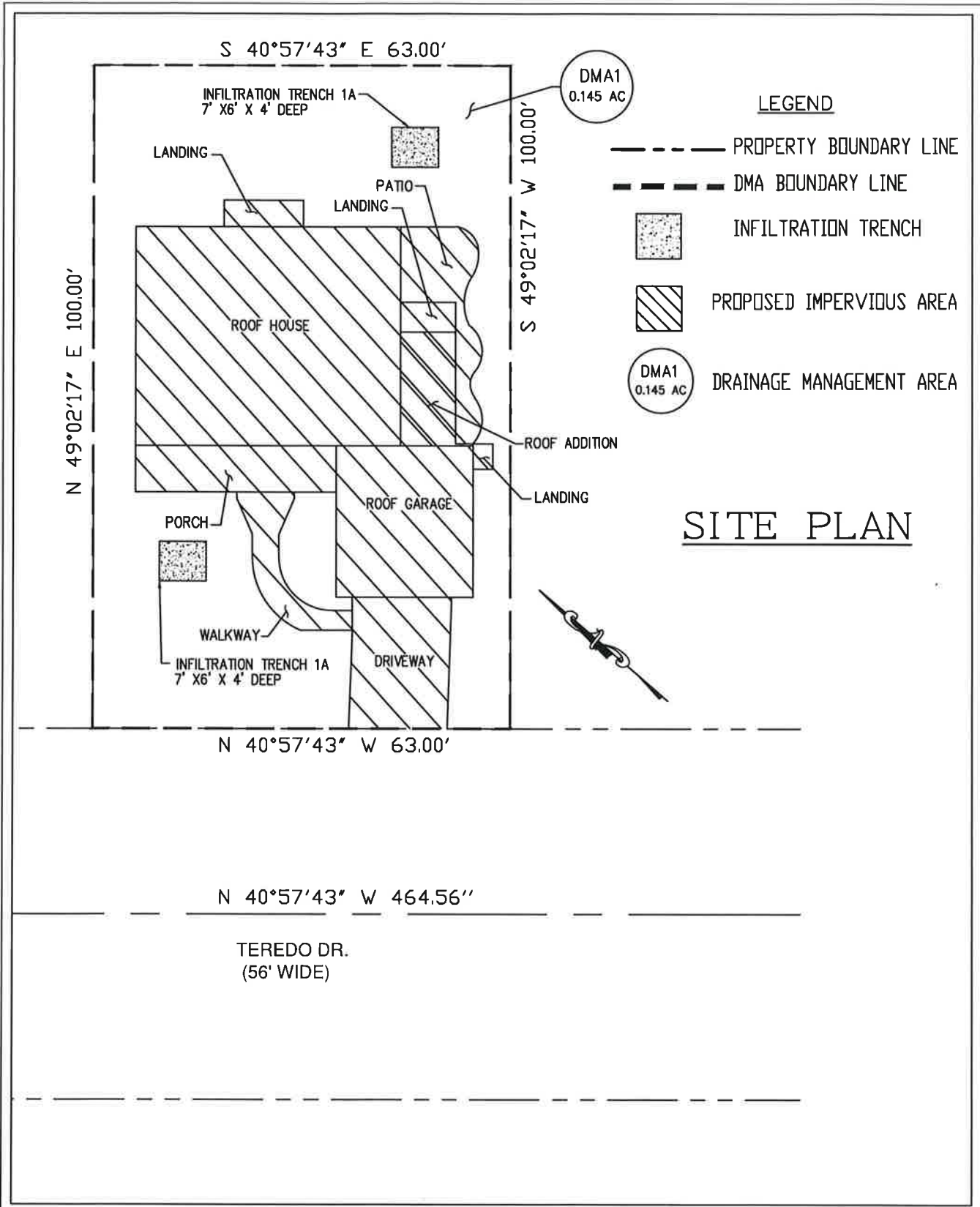
LEGAL DESCRIPTION

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

LOT 41 IN BLOCK "E" AS DESIGNATED ON THE MAP ENTITLED "MARLIN SUBDIVISION NO. 2, REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON AUGUST 1, 1969 IN BOOK 69 OF MAPS AT PAGES 51, 52, AND 53.

JPN: 095-014-141-10A

APN: 095-141-100



ATTY/AGR.2023.224/The Chong and Ku Family Trust (631 Teredo Dr) (Page 10 of 13)


SHEET 1 Of 2	EXHIBIT B DRAINAGE MANAGEMENT PLAN 631 TEREDO DR.		REVISIONS	DATE	ENGINEERS CIVIL ENGINEERS 1534 CAROB LANE LOS ALTOS, CA 94024 TEL: (650) 941-8055 FAX: (650) 941-8755 E-MAIL: SMPENGINEERS@YAHOO.COM	
	CITY	COUNTY	STATE			
	REDWOOD CITY	SAN MATEO	CALIFORNIA			
Project No. 222172 Designed S.S. Checked SR Date 02/02/2023			SCALE: 1"=20'			

Exhibit "C"
Inspection and Maintenance Plan

**Infiltration Trench Maintenance Plan for
631 TEREDO DR.**

02-02-2023



An infiltration trench is a long, narrow, excavated trench backfilled with a stone aggregate, and lined with a filter fabric. Runoff is stored in the void space between the stones and infiltrates through the bottom and into the soil matrix.

Project Address and Cross Streets:
631 TEREDO DR., REDWOOD CITY, CA 94065

Assessor's Parcel No.: 095-141-100

Property Owner: _____

Phone No.: _____

Designated Contact: _____

Phone No.: _____

Mailing Address: _____

The property contains two Infiltration Trench with area 1A, because they are similar located as described below and as shown in the attached site plan and exhibit.

- **Infiltration Trenches** are located at front left side and back right side of the property.
- The Infiltration Trench in the back is located 10.0' away from back property line and 11' from side property line.
- The Infiltration Trench in the front is located 10 feet from the side property line and 22.25' from front property line.

I. Routine Maintenance Activities

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

Table 1 Routine Maintenance Activities for Infiltration Trenches		
No.	Maintenance Task	Frequency of Task
1	Remove obstructions, debris and trash from infiltration trench and dispose of properly.	Monthly, or as needed after storm events
2	Inspect trench to ensure that it drains between storms, and within 5 days after rainfall. Check observation well 2-3 days after storm to confirm drainage.	Monthly during wet season, or as needed after storm events
3	Inspect filter fabric for sediment deposits by removing a small section of the top layer.	Annually
4	Monitor observation well to confirm that trench has drained during dry season.	Annually, during dry season
5	Mow and trim vegetation around the trench to maintain a neat and orderly appearance.	As needed
6	Remove any trash, grass clippings and other debris from the trench perimeter and dispose of properly.	As needed
7	Check for erosion at inflow or overflow structures.	As needed
8	Confirm that cap of observation well is sealed.	At every inspection

Infiltration Trench Maintenance Plan
Property Address: _____

Date of Inspection: _____
Treatment Measure No.: _____

9	Inspect infiltration trench using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material
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II. Prohibitions

Trees and other large vegetation shall be prevented from growing adjacent to the trench to prevent damage.

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

Infiltration Trench Inspection and Maintenance Checklist

Property Address: _____ Property Owner: _____
 Treatment Measure No.: _____ Date of Inspection: _____ Type of Inspection: Monthly Pre-Wet Season
 After heavy runoff End of Wet Season
 Inspector(s): _____ Other: _____

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 infiltration trench between storms and does not drain within 5 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 infiltration trench, removed clogging at check dams, or added underdrains.
2. Trash and Debris Accumulation	Trash and debris accumulated in the infiltration trench.			Trash and debris removed from infiltration trench and disposed of properly.
3. Sediment	Evidence of sedimentation in trench. Less than 50% storage volume remaining in sediment traps, forebays or pretreatment swales.			Material removed and disposed of properly so that there is no clogging or blockage.
4. Inlet/Outlet	Inlet/outlet areas clogged with sediment or debris, and/or eroded.			Material removed and disposed of properly so that there is no clogging or blockage in the inlet and outlet areas.
5. Overflow Spillway	Clogged with sediment or debris, and/or eroded.			Material removed and disposed of properly so that there is no clogging or blockage, and trench is restored to design condition.
6. Filter Fabric	Annual inspection, by removing a small section of the top layer, shows sediment accumulation that may lead to trench failure.			Replace filter fabric, as needed, to restore infiltration trench to design condition.
7. Observation Well	Routine monitoring of observation well indicates that trench is not draining within specified time or observation well cap is missing.			Restore trench to design conditions. Observation well cap is sealed.
8. Miscellaneous	Any condition not covered above that needs attention in order for the infiltration trench to function as designed.			Meet the design specifications.



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AND WHEN RECORDED MAIL TO:

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

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Exempt from recording fee per Gov. Code § 27383

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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 1st and October 1st 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. Intentionally Omitted.

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:
Chia Yiau Chong
631 Teredo Dr
Redwood City, CA 94065
(408) 598-5735

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]

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

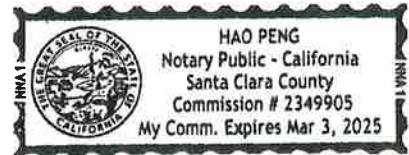
DEVELOPER

Chia Ylaw Chong,
Trustee of The Chong and Ku Family Trust

By: 

Chai Siah Ku,
Trustee of The Chong and Ku Family Trust

By: 



[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:


Yessika Castro, Interim City Clerk

CALIFORNIA ACKNOWLEDGMENT

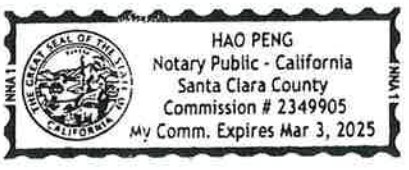
CIVIL CODE § 1189

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 Santa Clara

On 9/12/23 before me, Hao Peng, Notary public CA.Hp
Date Here Insert Name and Title of the Officer
personally appeared Chia Kwan Chong
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 [Handwritten 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: Maintenance Agreement
Document Date: _____ Number of Pages: 13
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 Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ 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 Santa Clara

On 9/12/23 before me, Hao Peng, Notary Public, CA HP
Date Here Insert Name and Title of the Officer

personally appeared Chai Siah Ku
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 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: Maintenance Agreement

Document Date: _____ Number of Pages: 13

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 Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

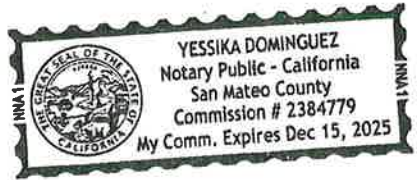
CIVIL CODE § 1189

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 SEPTEMBER 18, 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

Order Number: **4101-6406730**
Page Number: 5

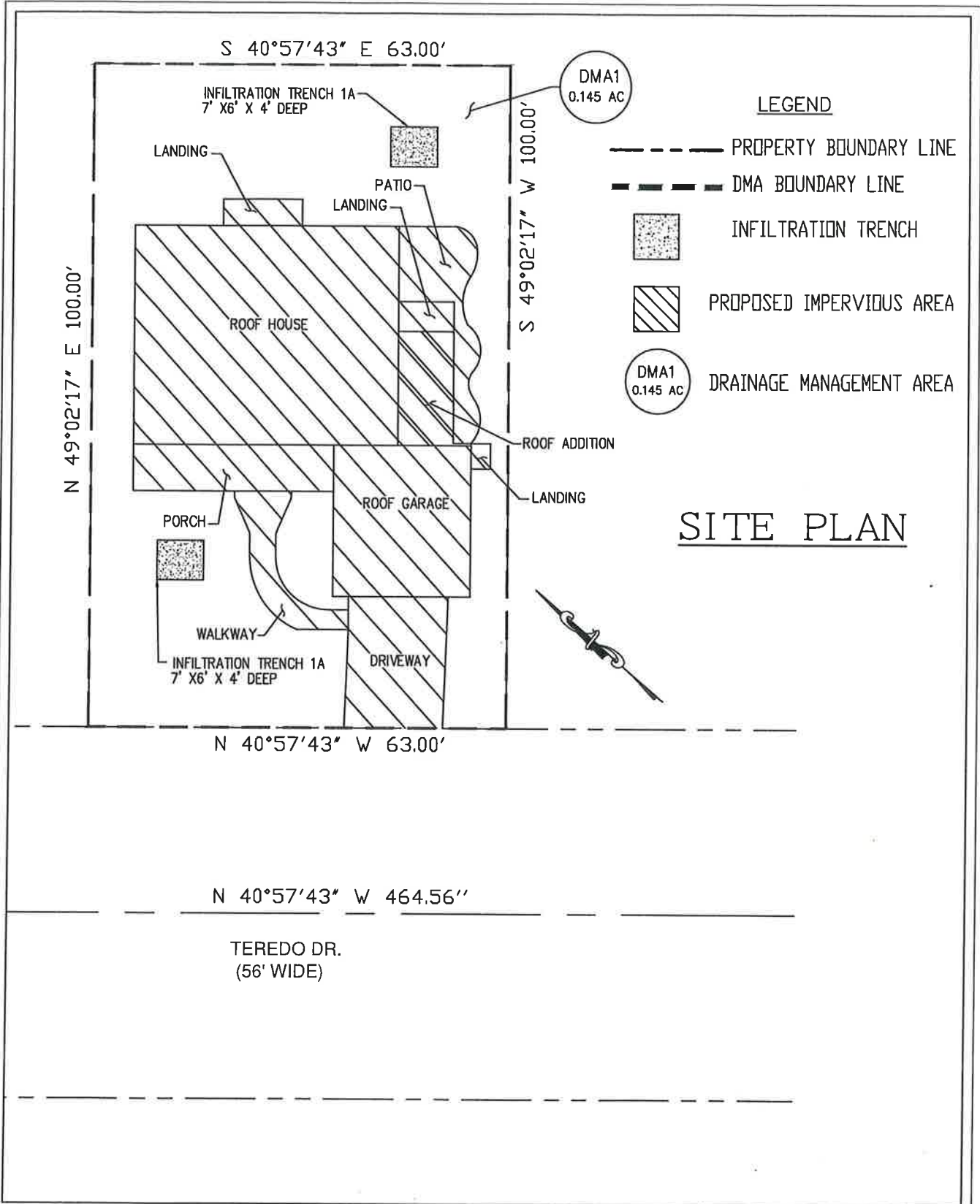
LEGAL DESCRIPTION

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

LOT 41 IN BLOCK "E" AS DESIGNATED ON THE MAP ENTITLED "MARLIN SUBDIVISION NO. 2, REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON AUGUST 1, 1969 IN BOOK 69 OF MAPS AT PAGES 51, 52, AND 53.

JPN: 095-014-141-10A

APN: 095-141-100



ATTY/AGR.2023.224/The Chong and Ku Family Trust (631 Teredo Dr) (Page 10 of 13)


SHEET 1 Of 2	EXHIBIT B DRAINAGE MANAGEMENT PLAN 631 TEREDO DR.		REVISIONS	DATE	ENGINEERS	
	CITY	COUNTY	STATE		CIVIL ENGINEERS	
	REDWOOD CITY	SAN MATEO	CALIFORNIA		1534 CAROB LANE LOS ALTOS, CA 94024 TEL: (650) 941-8055 FAX: (650) 941-8755 E-MAIL: SMPENGINEERS@YAHOO.COM	
	Project No. 222172	Designed S.S.	Checked SR	Date 02/02/2023	SCALE: 1"=20'	

Exhibit "C"
Inspection and Maintenance Plan

**Infiltration Trench Maintenance Plan for
631 TEREDO DR.**

02-02-2023



An infiltration trench is a long, narrow, excavated trench backfilled with a stone aggregate, and lined with a filter fabric. Runoff is stored in the void space between the stones and infiltrates through the bottom and into the soil matrix.

Project Address and Cross Streets:
631 TEREDO DR., REDWOOD CITY, CA 94065

Assessor's Parcel No.: 095-141-100

Property Owner: _____

Phone No.: _____

Designated Contact: _____

Phone No.: _____

Mailing Address: _____

The property contains two Infiltration Trench with area 1A, because they are similar located as described below and as shown in the attached site plan and exhibit.

- **Infiltration Trenches** are located at front left side and back right side of the property.
- The Infiltration Trench in the back is located 10.0' away from back property line and 11' from side property line.
- The Infiltration Trench in the front is located 10 feet from the side property line and 22.25' from front property line.

I. Routine Maintenance Activities

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

Table 1 Routine Maintenance Activities for Infiltration Trenches		
No.	Maintenance Task	Frequency of Task
1	Remove obstructions, debris and trash from infiltration trench and dispose of properly.	Monthly, or as needed after storm events
2	Inspect trench to ensure that it drains between storms, and within 5 days after rainfall. Check observation well 2-3 days after storm to confirm drainage.	Monthly during wet season, or as needed after storm events
3	Inspect filter fabric for sediment deposits by removing a small section of the top layer.	Annually
4	Monitor observation well to confirm that trench has drained during dry season.	Annually, during dry season
5	Mow and trim vegetation around the trench to maintain a neat and orderly appearance.	As needed
6	Remove any trash, grass clippings and other debris from the trench perimeter and dispose of properly.	As needed
7	Check for erosion at inflow or overflow structures.	As needed
8	Confirm that cap of observation well is sealed.	At every inspection

Infiltration Trench Maintenance Plan
Property Address: _____

Date of Inspection: _____
Treatment Measure No.: _____

9	Inspect infiltration trench using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material
---	--	---

II. Prohibitions

Trees and other large vegetation shall be prevented from growing adjacent to the trench to prevent damage.

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

Infiltration Trench Inspection and Maintenance Checklist

Property Address: _____ Property Owner: _____

Treatment Measure No.: _____ Date of Inspection: _____ Type of Inspection: Monthly Pre-Wet Season

Inspector(s): _____ After heavy runoff End of Wet Season

Other: _____

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 infiltration trench between storms and does not drain within 5 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 infiltration trench, removed clogging at check dams, or added underdrains.
2. Trash and Debris Accumulation	Trash and debris accumulated in the infiltration trench.			Trash and debris removed from infiltration trench and disposed of properly.
3. Sediment	Evidence of sedimentation in trench. Less than 50% storage volume remaining in sediment traps, forebays or pretreatment swales.			Material removed and disposed of properly so that there is no clogging or blockage.
4. Inlet/Outlet	Inlet/outlet areas clogged with sediment or debris, and/or eroded.			Material removed and disposed of properly so that there is no clogging or blockage in the inlet and outlet areas.
5. Overflow Spillway	Clogged with sediment or debris, and/or eroded.			Material removed and disposed of properly so that there is no clogging or blockage, and trench is restored to design condition.
6. Filter Fabric	Annual inspection, by removing a small section of the top layer, shows sediment accumulation that may lead to trench failure.			Replace filter fabric, as needed, to restore infiltration trench to design condition.
7. Observation Well	Routine monitoring of observation well indicates that trench is not draining within specified time or observation well cap is missing.			Restore trench to design conditions. Observation well cap is sealed.
8. Miscellaneous	Any condition not covered above that needs attention in order for the infiltration trench to function as designed.			Meet the design specifications.



ROUTING COVER SHEET

FOR

PROFESSIONAL SERVICES AGREEMENT/AMENDMENT/OTHER OR SUPPLIES/EQUIPMENT

<input checked="" type="checkbox"/> AGREEMENT	<input type="checkbox"/> OTHER	<input type="checkbox"/> LESS THAN \$106,000 →NO COUNCIL/AGENCY ACTION REQUIRED
<input type="checkbox"/> AMENDMENT		<input checked="" type="checkbox"/> GREATER THAN \$106,000 →COUNCIL/AGENCY ACTION REQUIRED
<input type="checkbox"/> SUPPLIES/EQUIPMENT		

DATE: September 12, 2023 NAME OF CONSULTANT/VENDOR: Chong and Ku Family Trust

ORIGINATOR: Kristen for Christian C. DEPT: CDT/Engineering Division EXT: 7359

PURPOSE/DESCRIPTION: STMMA - 631 Teredo Drive

AGREEMENT/PURCHASE AMOUNT: \$ N/A APPROPRIATION AVAILABLE YES NO*

ACCOUNT NUMBER: N/A AVAILABLE BALANCE: _____

ROUTE TO	INITIALS	DATE RECEIVED	DATE FORWARDED
<input checked="" type="checkbox"/> ORIGINATOR/SENIOR CIVIL ENGINEER	CC/JO	9/12/23	9/12/2023
<input checked="" type="checkbox"/> ENGINEERING MANAGER/CITY ENGINEER	JO	9/12/23	9/12/2023
<input checked="" type="checkbox"/> DEPARTMENT HEAD (May sign agreement if less than \$26,500)	JS	9/12/23	9/13/23
<input type="checkbox"/> CITY ATTORNEY (Approve as to form)			
<input checked="" type="checkbox"/> CITY MANAGER (Must sign agreement if less than \$106,000)	<i>MD</i>	9/13/23	<i>9/18/23</i>
<input checked="" type="checkbox"/> CITY CLERK	<i>YC</i>	<i>9.18.23</i>	<i>9.18.23</i>

AGREEMENT/AMENDMENT REQUIREMENTS (Check items required):

- Proper Signature(s)
- Exhibits
- Business License
- Review and Approved by City Attorney's Office
- Voting Summary
- Certificate of Insurance/Endorsements to Insurance Policy
- Notary Required
- Wet Signature Required
- Electronic Signature

SUPPLIES/EQUIPMENT REQUIREMENTS (Check items required):

- Supplies
- Equipment
- Services
- Other _____
- Proper Signature(s)
- Exhibits
- 3 Bids/Quotes
- Sales Tax Accrued?
- Terms

Comments/Attach Memo: Please notarize Melissa's signature on both agreements. Nancy has the originals.

*If funds are not available at this time, an Appropriation Transfer Request Form, or a request for mid-year budget amendment must accompany this routing sheet.

RESOLUTION NO. 15905

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AUTHORIZING THE CITY MANAGER TO EXECUTE STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENTS FOR NEW SINGLE FAMILY HOMES

WHEREAS, on August 26, 2019, the City Council adopted Resolution No. 15796 establishing green infrastructure development standards for new buildings (residential or commercial) and substantial remodels in accordance with City Code Chapters 18 and 27A; and

WHEREAS, the purpose of these regulations is to implement the City's Green Infrastructure Plan and protect and enhance the water quality of our watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Federal Water Pollution Control Act, as amended, commonly known as the Clean Water Act (33 U.S.C. section 1251 et seq.); and

WHEREAS, green infrastructure uses vegetation, soils, and natural processes to manage stormwater, and slows runoff by dispersing it to vegetated areas, by harvesting and using the runoff, and by promoting infiltration and evapotranspiration; and

WHEREAS, in accordance with the City's green infrastructure development standards, permanent stormwater pollution prevention measures must be installed for new single-family homes; and

WHEREAS, in light of the number of anticipated Stormwater Treatment Measures Maintenance Agreements for new single-family homes, the City Council desires to delegate authority to the City Manager to execute said agreements.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY, AS FOLLOWS:

Section 1. The City Manager is hereby authorized to execute Stormwater Treatment Measures Maintenance Agreements for new single-family homes.

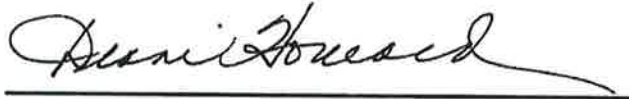
Section 2. The City Council finds that the proposed delegation of authority is exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures), because the execution of Stormwater Treatment Measures Maintenance Agreements for new single-family homes will result in the construction of small-scale stormwater treatment measures, as set forth in the staff report.

Section 3. This resolution is effective upon its adoption.

* * *

Passed and adopted by the Council of the City of Redwood City at a
Joint City Council/Successor Agency Board/Public Financing Authority Meeting
thereof held on the 9th day of November 2020 by the following votes:

AYES: Aguirre, Bain, Borgens, Hale, Masur, Reddy and Mayor
Howard
NOES: None
ABSENT: None
ABSTAINED: None
RECUSED: None



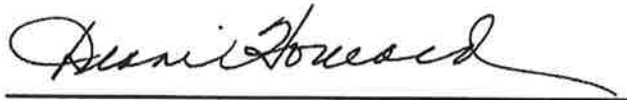
Diane Howard
Mayor of the City of Redwood City

Attest:



Pamela Aguilar, CMC
City Clerk of Redwood City

I hereby approve the foregoing
resolution this 9th day of November 2020.



Diane Howard
Mayor of the City of Redwood City

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

**STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT
631 Teredo Dr**

THIS STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 18th day of SEPTEMBER, 2023 ("Effective Date"), by and between the City of Redwood City ("City") and Chia Yiau Chong and Chai Siah Ku, as trustees of The Chong and Ku Family Trust ("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 0.14 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 September 2, 2022, the Zoning Administrator of the City of Redwood City approved an Architectural Permit (AP2022-024) 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 1st and October 1st 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. Intentionally Omitted.

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:
Chia Yiaow Chong
631 Teredo Dr
Redwood City, CA 94065
(408) 598-5735

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]


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

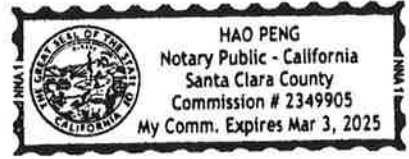
DEVELOPER

Chia Yiau Chong,
Trustee of The Chong and Ku Family Trust

By: 

Chai Siah Ku,
Trustee of The Chong and Ku Family Trust

By: 



[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:


Yessika Castro, Interim City Clerk

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 Santa Clara

On 9/12/23 before me, Hao Peng, Notary public CA.Hp
Date Here Insert Name and Title of the Officer

personally appeared Chia Kwan Chong
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 [Handwritten 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: Maintenance Agreement

Document Date: _____ Number of Pages: 13

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

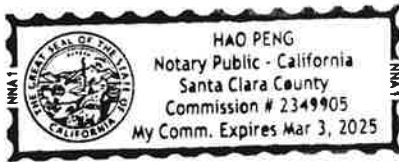
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Santa Clara }

On 9/12/23 before me, Hao Peng, Notary public, CA HP
Date Here Insert Name and Title of the Officer

personally appeared Chai Siah Ku
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 [Handwritten 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: Maintenance Agreement

Document Date: _____ Number of Pages: 13

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 Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

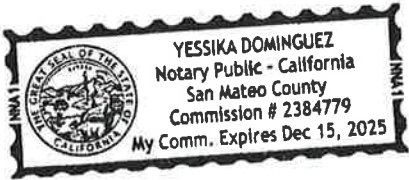
CIVIL CODE § 1189

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 SEPTEMBER 18, 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: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

EXHIBIT A

Order Number: **4101-6406730**

Page Number: 5

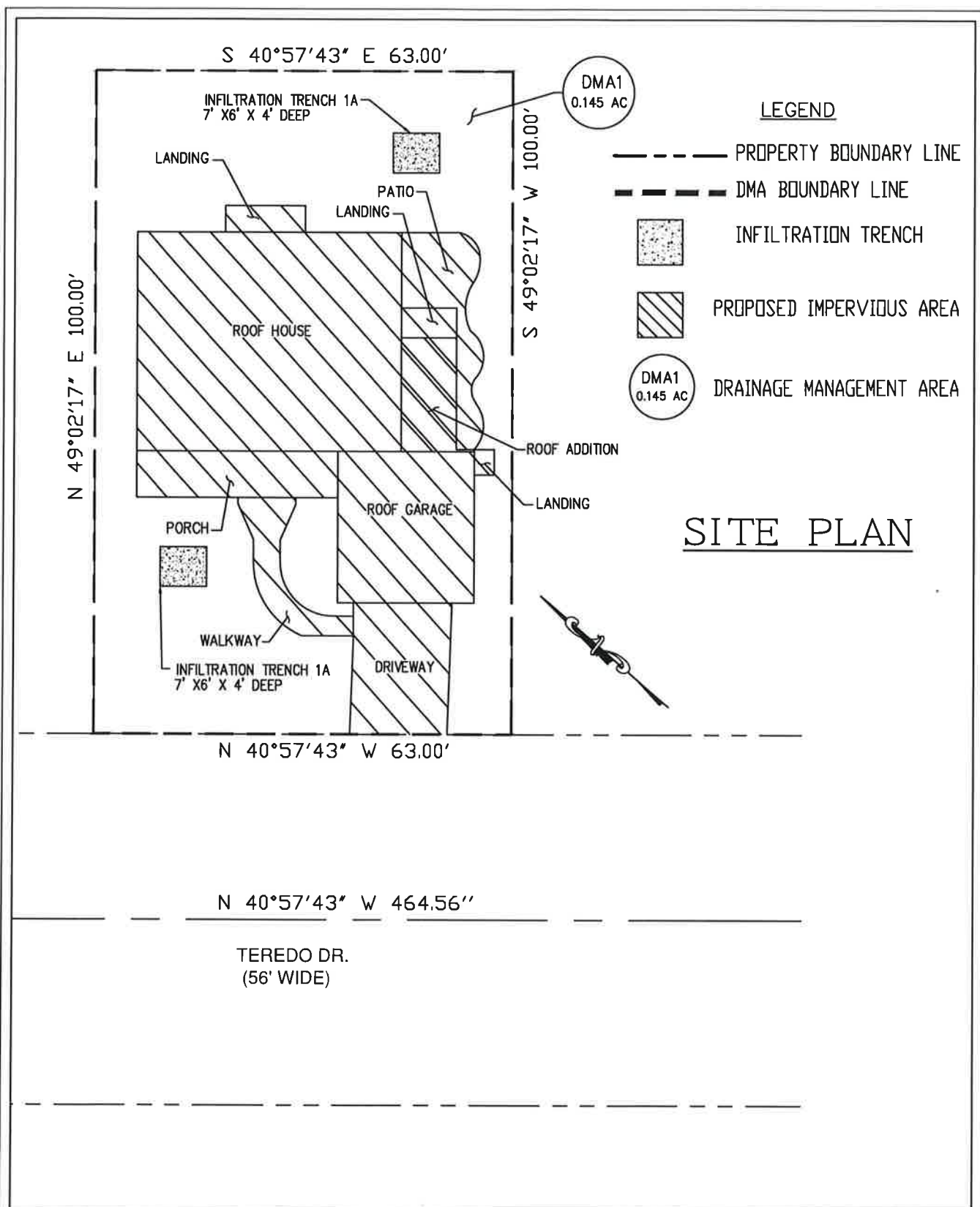
LEGAL DESCRIPTION

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

LOT 41 IN BLOCK "E" AS DESIGNATED ON THE MAP ENTITLED "MARLIN SUBDIVISION NO. 2, REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON AUGUST 1, 1969 IN BOOK 69 OF MAPS AT PAGES 51, 52, AND 53.

JPN: 095-014-141-10A

APN: 095-141-100



ATTY/AGR.2023.224/The Chong and Ku Family Trust (631 Teredo Dr) (Page 10 of 13)


SHEET 1 Of 2	EXHIBIT B DRAINAGE MANAGEMENT PLAN 631 TEREDO DR.			REVISIONS	DATE	ENGINEERS CIVIL ENGINEERS 1534 CAROB LANE LOS ALTOS, CA 94024 TEL: (650) 941-8055 FAX: (650) 941-8755 E-MAIL: SMPENGINEERS@YAHOO.COM	
	CITY	COUNTY	STATE	SCALE: 1"=20'			
	REDWOOD CITY	SAN MATEO	CALIFORNIA				
Project No. 22217E Designed S.S. Checked SR Date 02/02/2023							

Exhibit "C"
Inspection and Maintenance Plan

**Infiltration Trench Maintenance Plan for
631 TEREDO DR.**

02-02-2023



An infiltration trench is a long, narrow, excavated trench backfilled with a stone aggregate, and lined with a filter fabric. Runoff is stored in the void space between the stones and infiltrates through the bottom and into the soil matrix.

Project Address and Cross Streets:
631 TEREDO DR., REDWOOD CITY, CA 94065

Assessor's Parcel No.: 095-141-100

Property Owner: _____

Phone No.: _____

Designated Contact: _____

Phone No.: _____

Mailing Address: _____

The property contains two Infiltration Trench with area 1A, because they are similar located as described below and as shown in the attached site plan and exhibit.

- **Infiltration Trenches** are located at front left side and back right side of the property.
- The Infiltration Trench in the back is located 10.0' away from back property line and 11' from side property line.
- The Infiltration Trench in the front is located 10 feet from the side property line and 22.25' from front property line.

I. Routine Maintenance Activities

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

Table 1		
Routine Maintenance Activities for Infiltration Trenches		
No.	Maintenance Task	Frequency of Task
1	Remove obstructions, debris and trash from infiltration trench and dispose of properly.	Monthly, or as needed after storm events
2	Inspect trench to ensure that it drains between storms, and within 5 days after rainfall. Check observation well 2-3 days after storm to confirm drainage.	Monthly during wet season, or as needed after storm events
3	Inspect filter fabric for sediment deposits by removing a small section of the top layer.	Annually
4	Monitor observation well to confirm that trench has drained during dry season.	Annually, during dry season
5	Mow and trim vegetation around the trench to maintain a neat and orderly appearance.	As needed
6	Remove any trash, grass clippings and other debris from the trench perimeter and dispose of properly.	As needed
7	Check for erosion at inflow or overflow structures.	As needed
8	Confirm that cap of observation well is sealed.	At every inspection

Infiltration Trench Maintenance Plan
Property Address: _____

Date of Inspection: _____
Treatment Measure No.: _____

9	Inspect infiltration trench using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material
---	--	---

II. Prohibitions

Trees and other large vegetation shall be prevented from growing adjacent to the trench to prevent damage.

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

Infiltration Trench Inspection and Maintenance Checklist

Property Address: _____ Property Owner: _____

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

Inspector(s): _____ Other: _____

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 infiltration trench between storms and does not drain within 5 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 infiltration trench, removed clogging at check dams, or added underdrains.
2. Trash and Debris Accumulation	Trash and debris accumulated in the infiltration trench.			Trash and debris removed from infiltration trench and disposed of properly.
3. Sediment	Evidence of sedimentation in trench. Less than 50% storage volume remaining in sediment traps, forebays or pretreatment swales.			Material removed and disposed of properly so that there is no clogging or blockage.
4. Inlet/Outlet	Inlet/outlet areas clogged with sediment or debris, and/or eroded.			Material removed and disposed of properly so that there is no clogging or blockage in the inlet and outlet areas.
5. Overflow Spillway	Clogged with sediment or debris, and/or eroded.			Material removed and disposed of properly so that there is no clogging or blockage, and trench is restored to design condition.
6. Filter Fabric	Annual inspection, by removing a small section of the top layer, shows sediment accumulation that may lead to trench failure.			Replace filter fabric, as needed, to restore infiltration trench to design condition.
7. Observation Well	Routine monitoring of observation well indicates that trench is not draining within specified time or observation well cap is missing.			Restore trench to design conditions. Observation well cap is sealed.
8. Miscellaneous	Any condition not covered above that needs attention in order for the infiltration trench to function as designed.			Meet the design specifications.