



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
351 Galveston Drive**

THIS STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 17th day of OCTOBER, 2023 ("Effective Date"), by and between the City of Redwood City ("City") and Metropolitan Life Insurance Company, a New York corporation ("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 2.0 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 April 1, 2022, the Zoning Administrator of the City of Redwood City approved Architectural Permit number AP2022-002, for a commercial tenant improvement, 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. Insurance. Developer will obtain and maintain in full force and effect during the term of this Agreement the following insurance policies:

12.1 General Liability. Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and non-contributory and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

12.2 Workers' Compensation. Developer shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One

Million Dollars (\$1,000,000). Developer shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. The Workers' Compensation and Employer's Liability Insurance will not be required if Developer has no employees and provides, to the City's satisfaction, a declaration stating this. Such declaration is attached hereto as Exhibit "D".

12.3 Auto Liability. Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than One Million Dollars (\$1,000,000) per accident. If Developer owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

12.4 Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City either Developer's insurer will reduce or eliminate the deductibles or self-insured retentions with respect to City, its Council, commissions, boards, committees, officers, employees and agents or Developer will procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

12.5 Concurrently with the execution of this Agreement, Developer will furnish City with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

(a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City will have received written notification of cancellation or reduction in coverage by first class mail, postage prepaid;

(b) Providing that Developer's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsements);

(c) Naming City, its Council, commissions, boards, committees, officers, employees, and agents as additional insureds; and

(d) Providing that Developer's insurance will be primary insurance relating to Contractor's work hereunder with respect to City, its Council, commissions, boards, committees, officers, employees, and Agents, and further providing that any insurance or self-insurance maintained by City for itself, its Council, commissions, boards, committees, officers, employees, and agents will not be excess of Contractor's insurance and will not be contributory with it. Such insurance will also specifically insure any contractual liability assumed by Developer under the terms of this Agreement, including, but not limited to, the provisions of subsection (a) above.

12.6 In the event that Developer's insurance is cancelled, Developer will provide replacement coverage, or all work must cease as of the cancellation date until replacement insurance coverage is provided.

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:

Metropolitan Life Insurance Company
c/o Seaport Centre Manager
701 Chesapeake Drive
Redwood City, CA 94063

With a copy to:

c/o MetLife Real Estate
425 Market Street, Suite 1050
San Francisco, CA 94105
Attention: Director, EIM

c/o MetLife Real Estate
425 Market Street, Suite 1050
San Francisco, CA 94105
Attention: Associate General Counsel

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 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. City agrees and acknowledges that the form attached hereto as Exhibit "E" is an acceptable form of assignment and assumption agreement (provided, however, that City shall not unreasonably withhold approval to other forms of assignment and assumption agreements). Notwithstanding the foregoing, Developer may sell and/or grant fee title to the Property and thereby transfer all of its obligations under this Agreement to its successors. Upon the sale and/or grant of Developer's entire fee interest in the Property, Developer's obligations under this Agreement will inure to its successor-in-

interest and Developer will thereafter be released from its obligations under this Agreement with respect to the Property.”

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 a fee interest in 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

METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation

By: MetLife Investment Management, LLC,
a Delaware limited liability company,
its investment manager

By: 

Print Name: Leland Low

Its: Authorized Signatory and Director

[Signature must be notarized]

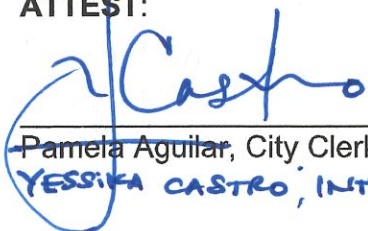
CITY

CITY OF REDWOOD CITY, a
charter city and municipal corporation


Melissa Stevenson Diaz, City Manager

[Signature must be notarized]

ATTEST:


Pamela Aguilar, City Clerk
YESSIKA CASTRO, INTERIM

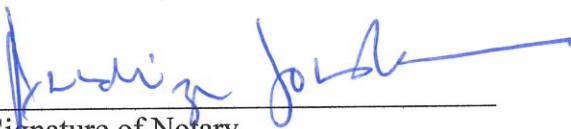
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) §
County of San Francisco)

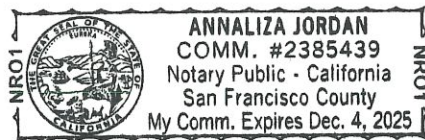
On June 26, 2023, before me, Annaliza Jordan, a Notary Public, personally appeared Leland Low, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the 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 of Notary



(Seal)

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

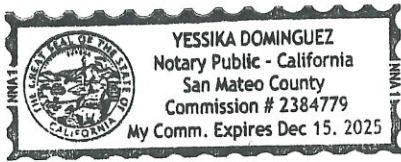
On OCTOBER 11, 2023 before me, YESSIKA DOMINGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

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.

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.



Place Notary Seal and/or Stamp Above

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"

LEGAL DESCRIPTION

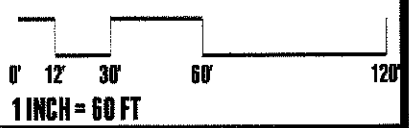
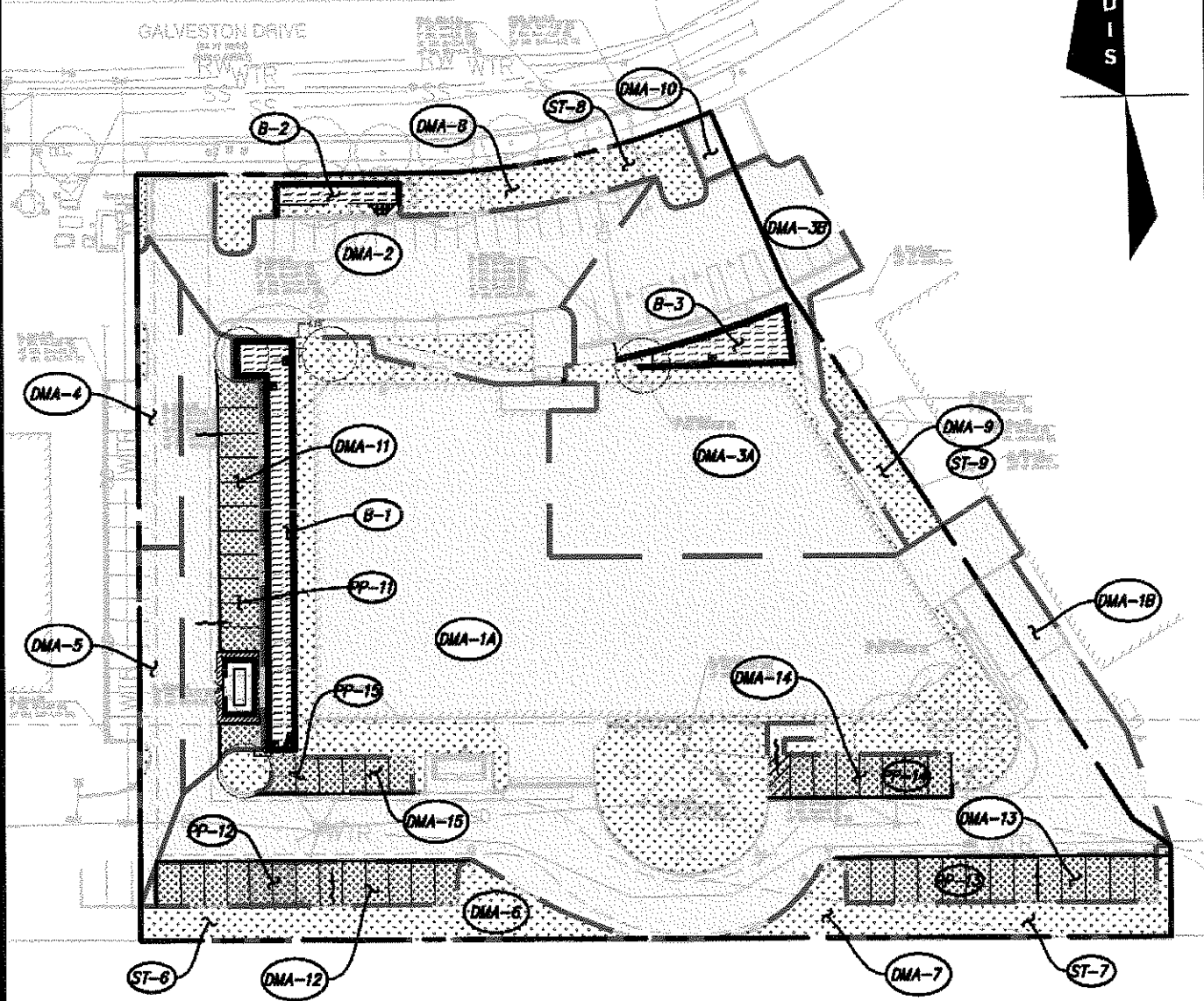
Real property in the City of Redwood City, County of San Mateo, State of California, described as follows:

PARCEL A , AS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP 85-12, BEING A DIVISION OF LOT 10 SEAPORT CENTRE (VOLUME 112 OF MAPS PAGES 4 THROUGH 6), CITY OF 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 JANUARY 24, 1986, IN BOOK 56 OF PARCELS MAPS AT PAGES 76 TO 77.

APN: 054-320-210 and 054-320-220

JPN: 112-004-000-018T [Portion] Formerly Known As 112-004-000-010T [Portion]

Exhibit "B" - Site Plan



ATTY/AGR.2023.018/Metropolitan Life Insurance Company (Page 11 of 25)



BUILD ON.
SANDIS.NET

DATE: 12-14-2022
SCALE: 1"=60'
BY: GL
PROJECT No.:
621077

**STORMWATER
MANAGEMENT EXHIBIT**

SHEET
B-1

Exhibit "C" - Inspection and Maintenance Checklist

351 Galveston Drive, Redwood City

Stormwater Treatment Measure Operation and Maintenance
Inspection Report to the City of Redwood City, California

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

I. Property Information:

Property Address or APN: 054-320-210 and 054-320-220

Property Owner: _____

II. Contact Information:

Name of person to contact regarding this report: Long Nguyen

Phone number of contact person: (650) 207 - 4534 Email: longuyen@exactsciences.com

Address to which correspondence regarding this report should be directed:

III. Reporting Period:

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

IV. Stormwater Treatment Measure Information:

The following stormwater treatment measures (identified treatment measures) are located on the property identified above and are subject to the Maintenance Agreement:

Identifying Number of Treatment Measure	Type of Treatment Measure	Location of Treatment Measure on the Property

V. Summary of Inspections and Maintenance:

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

Identifying Number of Treatment Measure	Date of Inspection	Operation and Maintenance Activities Performed and Date(s) Conducted	Additional Comments

VI. Sediment Removal:

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

How was sediment disposed?

- landfill
- other location on-site as described in and allowed by the maintenance plan
- other, explain _____

VII. Inspector Information:

The inspections documented in the attached Inspection and Maintenance Checklists were conducted by the following inspector(s):

Inspector Name and Title	Inspector's Employer and Address

VIII. Certification:

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

Signature of Property Owner or Other Responsible Party

Date

Type or Print Name

Company Name

Address

Phone number: _____ Email: _____

Bioretention Area¹ Maintenance Plan for 351 Galveston Drive Exterior Improvements

10/17/2022



Bioretention areas function as soil and plant-based filtration devices that remove pollutants through a variety of physical, biological, and chemical treatment processes. These facilities normally consist of a ponding area, mulch layer, vegetation and biotreatment soil mix.

Project Address and Cross Streets.:

351 Galveston Drive, Redwood City, CA 94063

Assessor's Parcel No. 054-320-210 and 054-320-220

Property Owner: _____

Phone No.: _____

Designated Contact: Long Nguyen

Phone No.: (650) 207 - 4534

Mailing Address: longuyen@exactsciences.com

The property contains 3 bioretention area(s), located as described below and as shown in the attached site plan².

- **Bioretention Area No. 1** is located on the East side of the parcel.
- **Bioretention Area No. 2** is located on the North-West side of the parcel.
- **Bioretention Area No. 3** is located on the North-East side of the parcel.

I. Routine Maintenance Activities

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

Table 1 Routine Maintenance Activities for Bioretention Areas		
No.	Maintenance Task	Frequency of Task
1	Remove obstructions, debris and trash from bioretention area and dispose of properly.	Monthly, or as needed after storm events
2	Inspect bioretention area to ensure that it drains between storms and within five days after rainfall. If ponded water does not drain within five days, check if drains are clogged or consider removing the surface biotreatment soil and replacing with the approved soil mix and replant	Monthly, or as needed after storm events
3	Inspect inlets for channels, soil exposure or other evidence of erosion. Clear obstructions and remove sediment.	Monthly, or as needed after storm events

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

² Attached site plan must match the site plan exhibit to Maintenance Agreement.

Bioretention Area Maintenance Plan
 Property Address: _____

Date of Inspection: _____
 Treatment Measure No.: _____

Table 1 Routine Maintenance Activities for Bioretention Areas		
4	Remove and replace all dead and diseased vegetation.	Twice a year
5	Maintain vegetation and the irrigation system. Prune and weed to keep bioretention area neat and orderly in appearance.	Before wet season begins, or as needed
6	Inspect and, if needed, add mulch before the wet season begins. It is recommended that composted arbor mulch be applied once a year to maintain a 3" depth of mulch over all bare soil areas except within six inches of tree trunks.	Before wet season begins, or as needed
7	Inspect bioretention area using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material

II. Prohibitions

Do not use pesticides or other chemical applications to treat diseased plants, control weeds or removed unwanted growth. Employ non-chemical controls (biological, physical and cultural controls) to treat a pest problem. Prune plants properly and at the appropriate time of year. Provide adequate irrigation for landscape plants. Do not over water.

III. Mosquito Abatement

Standing water should 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 should be applied only when absolutely necessary, as indicated by the SMCMAD, and then only by a licensed professional or contractor. Contact information for SMCMAD is provided below.

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

IV. Inspections

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

**Pervious Pavement Maintenance Plan for
351 Galveston Drive Exterior Improvements at**

10/17/2022

Project Address and Cross Streets: 351 Galveston Drive, Redwood City, CA 94063

Assessor's Parcel No.: 054-320-210 and 054-320-220

Property Owner: _____ Phone No.: _____

Designated Contact: Long Nguyen Phone No.: (650) 207 – 4534

Mailing Address: 101 Galveston Drive, Redwood City, CA 94063

The property contains 5 pervious pavement area(s), located and sized as described below and as shown in the attached site plan¹. Total square feet of pervious pavement on the site = 8,031 sq.ft.

- Pervious Pavement Area No. 11 is located at west side of the parcel
- Pervious Pavement Area No. 12 is located at southwest corner of the parcel
- Pervious Pavement Area No. 13 is located at southeast corner of the parcel
- Pervious Pavement Area No. 14 is located at southeast of the building
- Pervious Pavement Area No. 15 is located at southeast of the building

I. Routine Maintenance Activities

Types of pervious pavement include pervious concrete, porous asphalt, pervious pavers, permeable pavers, and reinforced grid paving. The principal maintenance objective is to prevent sediment buildup and clogging, which reduces infiltration capacity and pollutant removal efficiency. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

Table 1 Routine Maintenance Activities for Pervious Pavement Areas		
No.	Maintenance Task	Frequency of Task
1	Check for sediment and debris accumulation. Prevent soil from washing or blowing onto the pavement. Do not store sand, soil, mulch or other landscaping materials on pervious pavement surfaces.	Two to four times annually
2	Conduct preventative surface cleaning, using commercially available regenerative air or vacuum sweepers, to remove sediment and debris.	Two to four times annually
3	Inspect for any signs of pavement failure. Repair any surface deformations or broken pavers. Replace missing joint filler between pavers.	Two to four times annually
4	Check for standing water on the pavement surface within 30 minutes after a storm event.	Two to four times annually
5	Inspect underdrain outlets and cleanouts, preferably before the wet season. Remove trash/debris.	Two to four times annually
6	Remove sediment and debris accumulation on pervious pavement.	Two to four times annually
7	Remove weeds. Mow vegetation on reinforced grid paving (such as turf block) as needed.	As needed
8	Perform restorative surface cleaning with a vacuum sweeper, and/or reconstruction of part of the pervious surface to restore surface permeability as needed. Replenish aggregate in permeable paver joints or in grids as needed after restorative surface cleaning.	As needed

¹ Attached site plan must match the site plan exhibit to Maintenance Agreement.

Pervious Pavement Maintenance Plan
Property Address: _____

Date of Inspection: _____
Treatment Measure No.: _____

Table 1 Routine Maintenance Activities for Pervious Pavement Areas		
No.	Maintenance Task	Frequency of Task
9	Power washing with simultaneous vacuuming also can be used to restore surface infiltration to highly clogged areas of pervious concrete, porous asphalt, pervious pavers or permeable pavers, but is not recommended for reinforced grid paving.	As needed
10	Inspect pervious pavement area using the attached inspection checklist.	Quarterly or as needed

II. Prohibitions

Do not use pesticides or other chemical applications to control weeds or unwanted growth near pavement or between pavers.

III. Mosquito Abatement

Should any mosquito issues arise, contact the San Mateo County Mosquito Abatement District (SMCMAD), as needed for assistance. Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the SMCMAD, and then only by a licensed professional or contractor. Contact information for SMCMAD is provided below.

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

IV. Inspections

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

Pervious Pavement 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	Water stands in the pervious pavement and does not drain within 30 minutes after storm event			There should be no areas of standing water once storm event has ceased. Restorative surface cleaning with a vacuum sweeper and/or reconstruction of part of the pervious surface may be required.
2. Trash, or Sediment and Debris Accumulation	Trash, sediment or debris accumulated on pervious pavement			Trash and debris removed from pervious pavement and disposed of properly. Adjacent areas do not contribute to sediment and debris.
3. Damage	Surface deformation or broken pavers			Surface restored; no deformation or broken pavers.
4. Vegetation	Weeds growing on pervious pavement			No weeds on pervious pavement.
5. Underdrain Outlets	Water accumulates due to trash/sediment accumulation in outlets.			No standing water observed. Clean underdrain outlets and cleanouts.
5. Miscellaneous	Any condition not covered above that needs attention in order for the pervious pavement to function as designed.			Meets the design specifications.

Exhibit "D"

Declaration

**DECLARATION REGARDING WORKERS' COMPENSATION INSURANCE AND
EMPLOYER'S LIABILITY INSURANCE**

_____ certifies that it has only one employee, that such employee is a director of the firm and that such employee has elected not to be covered by workers' compensation insurance in accordance with an exception to the requirement of workers' compensation insurance coverage as provided for under Section 3351 (c) of the California Labor Code.

_____ agrees to purchase workers' compensation insurance if it retains any additional employees during the term of this agreement. Being that _____ does not have any employees that are not owners of the firm, _____ does not carry Employer's Liability Insurance.

By: _____
Name: _____
Title: _____

Exhibit "E"

Form of Assignment

**ASSIGNMENT AND ASSUMPTION OF
STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF THE AGREEMENT ("Assignment") is made as of _____, 20__, by and between _____, a _____ ("Assignor") and _____, a _____ ("Assignee").

RECITALS

A. Assignor and the City of Redwood City, a charter city and municipal corporation ("City") are parties to that certain Stormwater Treatment Measures Maintenance Agreement dated _____ (the "Agreement"), which Agreement commits the Assignor to maintain, repair, and care for, certain Stormwater Treatment Measures pertaining that certain real property situated at _____ in the City of Redwood City. Capitalized terms not otherwise defined shall have the meanings set forth in the Agreement.

B. Section 16 of the Agreement authorizes the Assignor to assign the Agreement in its entirety, provided that the Assignee expressly assumes all of the obligations set forth in the Agreement.

C. Assignor desires to assign and transfer to Assignee, and Assignee desires to assume and accept from Assignor, all of Assignor's rights and obligations as set forth in the Agreement.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's rights and benefits under the Agreement.

2. Assumption of Obligations. Assignee hereby assumes and agrees to timely discharge, perform and to be bound by all of its liabilities, duties, and obligations imposed in connection with the Agreement, whether arising before or after the date of this Assignment, to the same extent as if the Assignee had been the original party there.

3. Effectiveness. This Assignment shall be effective as of the date first set forth above. From and after such date, Assignee shall be entitled to all of the rights and bound by all of the obligations set forth in the Agreement. Upon the execution of this Assignment, Assignee shall constitute the "Owner" under the Agreement and Assignor shall be fully relieved of the obligations hereunder and shall have no liability for any default or failure to perform occurring from and after the date of this Assignment.

4. Binding Effect. This Assignment shall be binding on and inure to the benefit of the parties, their respective heirs, successors and assigns.

5. Counterparts. This Assignment may be executed in counterparts, each of which, when executed, shall be deemed an original.

6. Attorneys' Fees. The prevailing party in any litigation, arbitration or other proceedings arising out of this Assignment shall be reimbursed by the other party for all costs and expenses incurred in such proceedings, including reasonable attorneys' fees.

7. Governing Law. This Assignment shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered as of the date first written above.



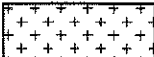
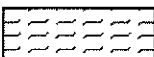







ASSIGNOR:

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

STORMWATER MANAGEMENT PLAN LEGEND

-  LANDSCAPE AREA
-  IMPERIOUS AREA
-  PERVIOUS CONCRETE AREA
-  BIO-RETENTION AREA
-  DRAINAGE AREA BOUNDARY
-  FLOW LINE
-  FLOW DIRECTION
-  DMA-# DRAINAGE MANAGEMENT AREA ID
-  PP-# PERVIOUS PAVEMENT AREA ID
-  B-# BIO-RETENTION AREA ID
-  ST-# SELF-TREATING AREA ID

STORMWATER MANAGEMENT NOTES:

1. THIS PLAN PRESENTS METHODS AND CALCULATIONS FOR COMPLYING WITH THE REQUIREMENTS OF PROVISION C.3 OF THE MUNICIPAL REGIONAL STORMWATER PERMIT IN ACCORDANCE WITH THE REDWOOD CITY REQUIREMENTS PER SECTION 27A.36 OF THE CITY CODE.
2. THE FOLLOWING TREATMENT MEASURES ARE PROPOSED TO REGULATE THE QUALITY OF STORM WATER LEAVING THE SITE
 - 2.1. SELF-TREATING AREA - RUNOFF IN THIS AREA ORIGINATES IN AND FLOWS THROUGH PLANTING PRIOR TO EXITING THE PROJECT SITE, NO TREATMENT IS REQUIRED
 - 2.2. BIO-RETENTION AREA - RUNOFF IN THIS AREA IS DIRECTED TO A BIO-RETENTION AREA FOR FILTRATION, INFILTRATION AND EVAPOTRANSPIRATION PRIOR TO EXISTING THE SITE. PLANTING AND SOIL REQUIREMENTS APPLY, SEE DETAIL.
 - 2.3. PERVIOUS PAVERS/PERVIOUS JOINT PAVERS/PERVIOUS PAVEMENTS - RUNOFF IN THIS AREA EITHER ORIGINATES OR IS DIRECTED TO PERVIOUS PAVEMENT MATERIALS, NO TREATMENT IS REQUIRED.

C.3 STORMWATER TREATMENT MEASURES

AREA ID	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	TOTAL AREA (SF)	REQUIRED BMP AREA (SF) (4% IMPERVIOUS AREA)	BMP ID	BMP AREA PROVIDED (SF)
DMA-1A	33,130	8,753	41,883	1,326	B-1	1,411
DMA-1B (IN-LIEU AREA)	2,044	0	2,044	82		
DMA-2	7,661	790	8,451	306	B-2	308
DMA-3A	11,234	657	11,801	449	B-3	505
DMA-3B (IN-LIEU AREA)	1,387	0	1,387	55		
DMA-4	1,628	86	1,714	UNTREATED (IN-LIEU)	N/A	N/A
DMA-5	1,717	52	1,789	UNTREATED (IN-LIEU)	N/A	N/A
DMA-6	0	2,411	2,411	N/A	ST-6	2,411
DMA-7	0	2,204	2,204	N/A	ST-7	2,204
DMA-8	0	3,622	3,622	N/A	ST-8	3,622
DMA-9	0	1,031	1,031	N/A	ST-9	1,031
DMA-10	0	290	290	UNTREATED*	N/A	N/A
DMA-11	2,589	2,187	4,756	N/A	PP-11	2,187
DMA-12	0	1,903	1,903	N/A	PP-12	1,903
DMA-13	0	1,977	1,977	N/A	PP-13	1,977
DMA-14	134	1,089	1,223	N/A	PP-14	1,223
DMA-15	0	741	741	N/A	PP-15	741

NOTES:

* DMA-10 IS THE EXISTING NORTHEAST DRIVEWAY AND IS NOT FEASIBLE TO BE TREATED DUE TO EXISTING DRAINAGE PATTERN.



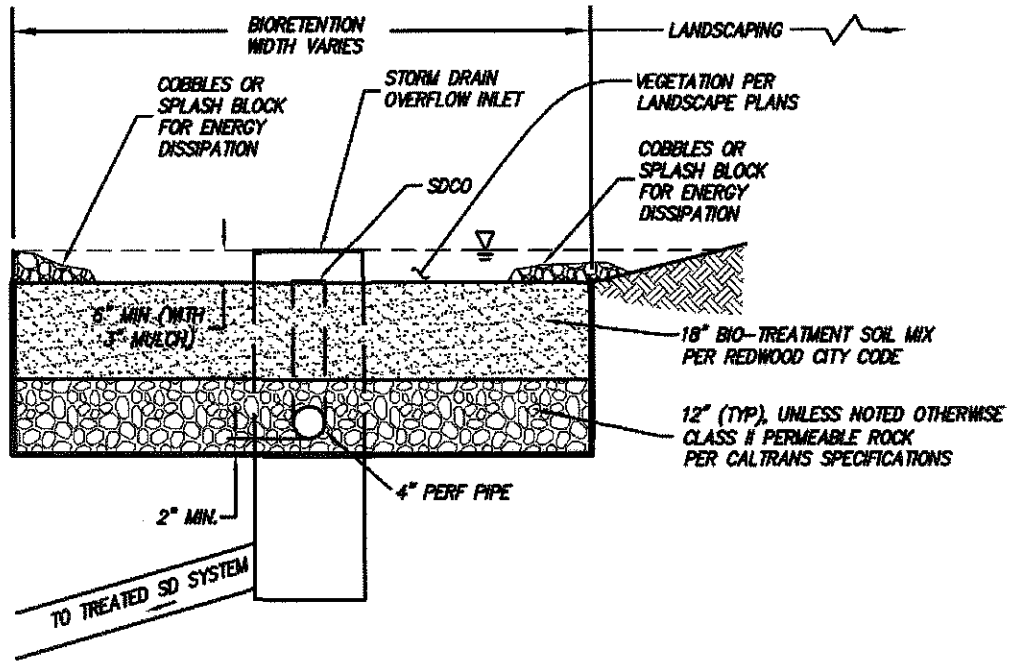
BUILD ON.
SANDIS.NET

DATE: 12-14-2022
SCALE: 1"=60'
BY: _____ GL
PROJECT No.:
621077

**STORMWATER
MANAGEMENT EXHIBIT**

SHEET

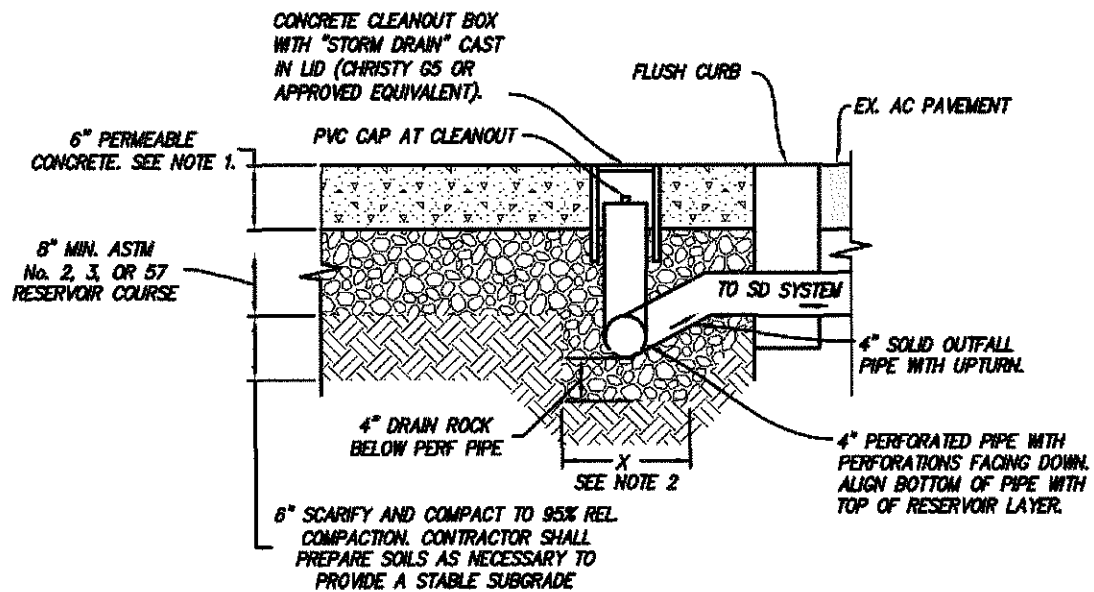
B-2



TYPICAL BIORETENTION AREA

N.T.S.

1



PERVIOUS CONCRETE

N.T.S.

2

NOTES:

1. CONCRETE COLOR TO BE COORDINATED WITH OWNER'S REPRESENTATIVE.
2. X = 12" FOR PP-12, PP-13, AND PP-15
 X = 25" FOR PP-14
 X = 14.5' (FULL WIDTH) FOR PP-11
 SEE SHEET C-7 FOR PERVIOUS PAVEMENT AREAS (PP-#).

ATTY/AGR.2023.018/Metropolitan Life Insurance Company (Page 25 of 25)



BUILD ON.
SANDIS.NET

DATE:	12-14-2022
SCALE:	1"=60'
BY:	GL
PROJECT No.:	621077

**STORMWATER
MANAGEMENT EXHIBIT**

SHEET
B-3