

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

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



17

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

**STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT  
1170 Ebener St**

THIS STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 9<sup>th</sup> day of January, 2024 ("Effective Date"), by and between the City of Redwood City ("City") and James E. Conrad and Jennifer Alvarez ("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 0.09 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 May 19, 2023, the City approved Building Permit, B22-2908, for a residential project on the Property subject to compliance with the City's green infrastructure ordinance.

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

D. Provision C.3 of the NPDES Permit, as it may be amended or reissued from time to time, requires the permittee public agencies to provide minimum verification and access assurances that all treatment measures will be adequately operated and maintained by entities responsible for the stormwater treatment measures.

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

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

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

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

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

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

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

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

### AGREEMENT

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

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

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

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

4. Sediment Management. Developer will appropriately manage sediment accumulation resulting from the normal operation of the stormwater treatment measure(s). Developer will provide for the removal and disposal of accumulated sediment in a manner that complies with all federal, state and local law and regulations. Disposal of accumulated

sediment or debris will not occur on the Property.

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

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

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

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

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

structure of a permanent nature on the Property. It is expressly understood and agreed that City is under no obligation to maintain or repair the stormwater treatment measure(s) and in no event will this Agreement be construed to impose any such obligation on City.

10. Reimbursement of City Expenditures. In the event City, pursuant to this Agreement, performs work of any nature (direct or indirect), including any re-inspections or any actions it deems necessary or appropriate to return the stormwater treatment measure(s) to good working order as indicated in Section 9 (Failure to Maintain Treatment Measures), or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, Developer will reimburse City for costs incurred by the City hereunder. Developer will make such reimbursement payments within thirty (30) days of receiving an invoice from City. If these costs are not paid within the prescribed time period, City may assess Developer the cost of the work, both direct and indirect, and applicable penalties. Said assessment will be a lien against the Property or may be placed on the property tax bill and collected as ordinary taxes by City. The actions described in this section are in addition to, and not in-lieu-of, any and all legal remedies as provided by law, available to City as a result of Developer's failure to maintain the stormwater treatment measure(s).

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

12. Reserved.

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

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

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

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

For Developer:  
James E. Conrad  
1170 Ebener St  
Redwood City, CA 94061  
Phone No: (650) 839-3444

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

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

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

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

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

20. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

20.12 Authority. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this

Agreement and perform all of its obligations hereunder

*[Signature Page Follows]*

REV: 11-20-23 SK

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

**DEVELOPER**

By:   
Name: James E. Conrad  
Title: Owner

By:   
Name: Jennifer Alvarez  
Title: Owner

***[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, City Clerk

PLEASE SEE ATTACHED  
ACKNOWLEDGEMENT/JURAT  
REGARDING THIS DOCUMENT

PLEASE SEE  
ACKNOWLEDGEMENT  
FROM NOTARY

# ACKNOWLEDGMENT

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

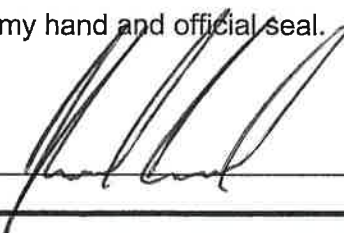
State of California  
County of San Mateo

On 12/14/2023 before me, Manuel A. Corral, Notary Public  
(insert name and title of the officer)

personally appeared James E. Conrad and Jennifer Alvarez  
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 



(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 JANUARY 9, 2024 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: \_\_\_\_\_

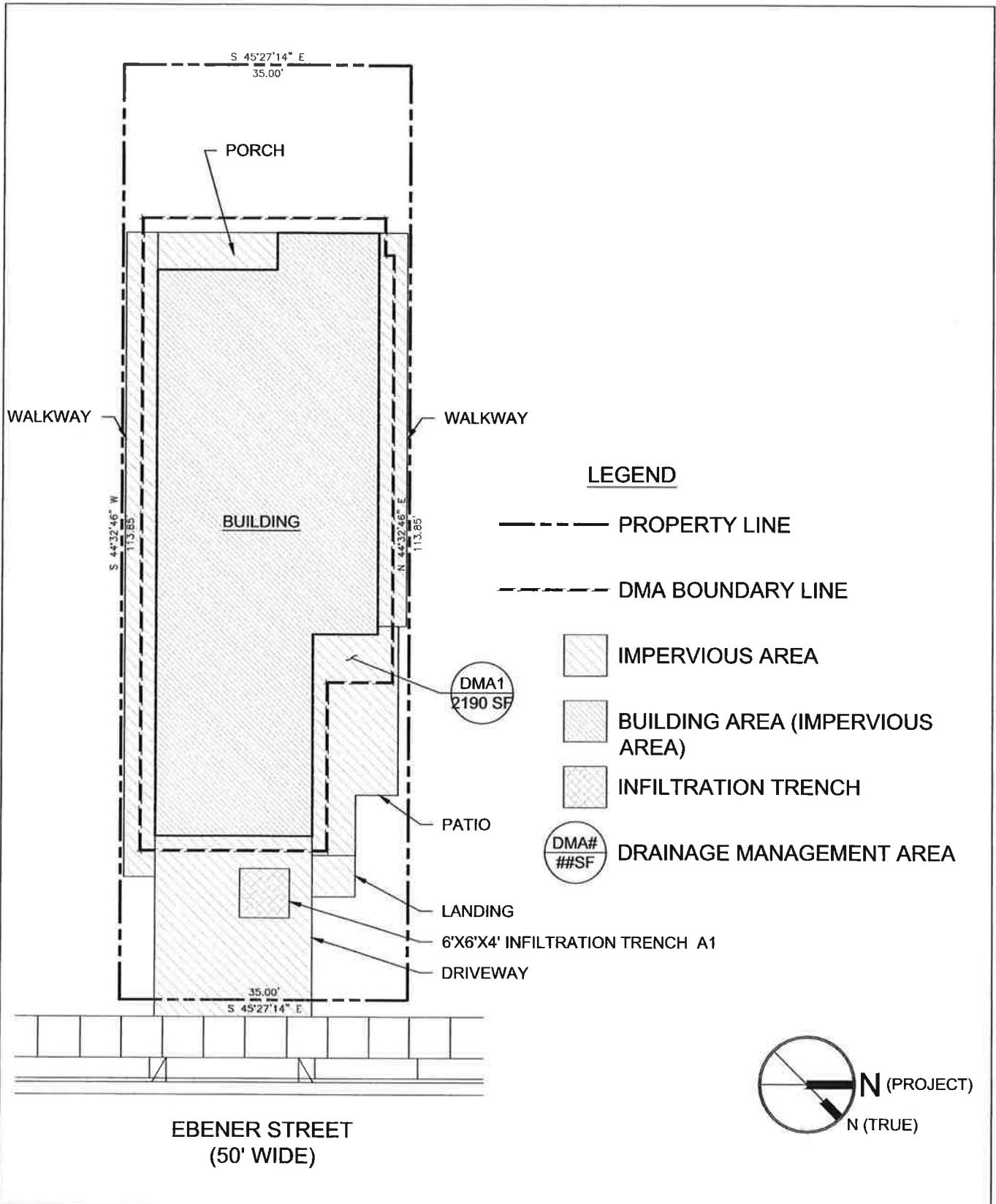
Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
Legal Description

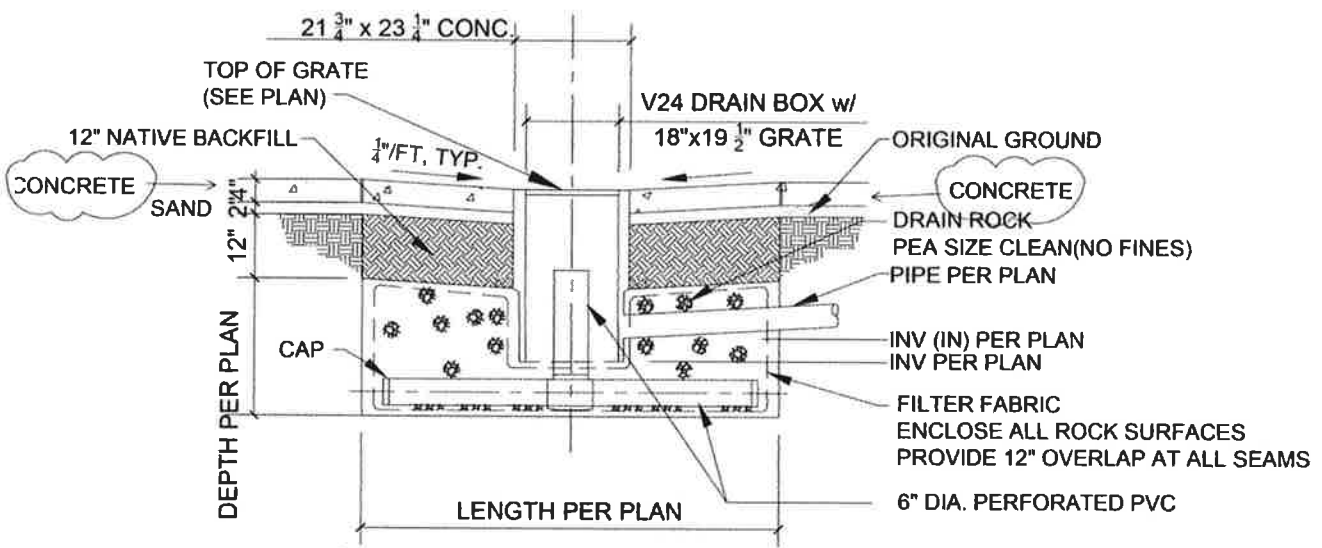
Lot 15, Block 2, as delineated upon that certain map entitled "Map of Resubdivision of Lot 2 Map of The Wooster, Whitton and Montgomery's Subdivision of a Part of The Redwood Farm, Redwood City, San Mateo County, California", filed for record in the office of the Recorder of the County of San Mateo, State of California, on June 9, 1906 in Book 6 of Maps, at Page 66.

APN: 053-106-140

JPN: 053-010-106-14



<p>650.219.8536 twelles@tgarc.com 871 Easton Ave San Bruno, CA 94066</p>	DRAWN: TW CHECKED: TW SCALE: NTS DATE: 10/24/23	1170 Ebener St Redwood City, CA	SK: 001-01 SUBMITTAL: As-Built REF. DWG: C-1 JOB #: 2201
	<b>STMA Exhibit 'B' Drainage Management Plan</b>		



2 INFILTRATION TRENCH  
NTS

	650.219.8536 twelles@tgarc.com 871 Easton Ave San Bruno, CA 94066	DRAWN: TW	<b>1170 Ebener St</b> Redwood City, CA	SK: 001-02
		CHECKED: TW		SUBMITTAL: As-Built
		SCALE: NTS	<b>STMMA Exhibit 'B' Infiltration Trench Detail</b>	REF. DWG: C-1
		DATE: 10/24/23		JOB #: 2201

**Exhibit "C"**  
**Inspection and Maintenance Checklist**

**Infiltration Trench and Maintenance Plan**

March 2023

Project Address: 1170 Ebener Street, Redwood City, CA 94061  
 Assessor's Parcel No.: 053-106-140  
 Property Owner(s): James Conrad / Jennifer Alvarez  
 Phone Number(s): 650-839-3444 / 650-641-3443  
 Designated Contact: Owners-see above  
 Contact Number: Owners-see above  
 Mailing Address: Owners-see above

The property contains one infiltration trench, located under the driveway. See attached site plan (Exhibit 'B') for exact location.

**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 below in Table 1.

**TABLE 1**  
**Routine Maintenance Activities for Infiltration Trench**

No.	Maintenance Task	Frequency of Tasks
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	Remove any trash and other debris along the trench perimeter and dispose of properly.	As needed
6	Check for erosion at inflow or overflow structures.	As needed
7	Confirm that cap of observation well is sealed.	At every inspection
8	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.

## **III. Mosquito Abatement**

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:

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

The Infiltration Trench Inspection and Maintenance Checklist (Annual Report) shall be submitted no later than December 31 of each year to:

Office of the City Engineer  
1017 Middlefield Road  
Redwood City, CA 94063

End

### Infiltration Trench Inspection and Maintenance Checklist Annual Report

Property Address: 1170 Ebener Street  
 Property Owner(s): James Conrad / Jennifer Alvarez

Treatment Measure No.: \_\_\_\_\_  
 Date of Inspection: \_\_\_\_\_  
 Inspector: \_\_\_\_\_  
 Type of Inspection:

- Monthly
- Pre-Wet Season
- 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.

End