

2024-020210

9:58 am 04/19/2024 AG Fee: NO FEE

Count of Pages 28

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



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.

**AMENDED SANITARY SEWER UTILITIES
MAINTENANCE AGREEMENT
477 Upland Road, Redwood City CA**

THIS AMENDED SANITARY SEWER UTILITIES MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 17th day of APRIL 2024 ("Effective Date"), by and between Bruce Posey and Dana Posey, ("Property Owner"), and the City of Redwood City, a charter city and California municipal corporation ("City") with reference to the following facts:

RECITALS

A. The Property Owner is the fee-title owner of real property commonly known as 477 Upland Road, Redwood City, CA 94062 (the "Property"), as described in Exhibit "A," attached hereto and incorporated by this reference as if fully set forth herein.

B. The Property Owner desires to discharge sewage consistent with effluent produced by one single family home and its associated permitted structures/uses into the City's municipal waste water collection system.

C. The City owns and has the rights of capacity and use of facilities for the transmission, treatment and disposal of sewage. While the Property lies outside of the Redwood City boundaries, but within the City's sphere of influence the City is willing to provide waste water services to the property. As the property is not proposed to be annexed to the City, the City will be providing service through an outside service agreement. This agreement is exempted from LAFCO review and approval under Government Code Section 56133(e)(4) as the City has been serving this property for sanitary sewer service since January 1, 2001, according to building permit records. No action from LAFCO was needed to allow upgrading and reconnection of these properties to the City sanitary sewer system.

D. The City owns and operates a municipal waste water collections system covered under a Waste Discharge Requirements permit from the State Water Resources Control Board (WDID# 2SSO10168).

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E. In connection with the City agreeing to provide waste water services, including the collection, treatment and disposal of sanitary sewage discharged from the Property (“Services”), the Property Owner will submit utility and street improvement plans (“Plans”) to the City for approval.

F. The Plans provide for upgrading and installation of a private sewer service lateral and clean out (the “Private Improvements”) and other necessary appurtenances, including but not limited to, a manhole. The Private Improvements and Public Improvements are collectively referred to herein as the “Improvements” and will be constructed to pass through a private easement on the adjacent properties, 475 Upland Road 94062 and 116 Stanley St. Redwood City CA 94062, to connect to City’s sewer main on Stanley Street (“Maintenance Area”) as the Improvements and Maintenance Area are more specifically shown on Exhibit “B” (Conceptual Plans) attached hereto and by this reference made a part hereof. Minor modifications to Exhibit B may occur with the prior written consent of the City.

G. Property Owner understands and agrees that it will not allow any other property to connect to the Private Improvements.

H. The Property Owner and City previously executed that certain Sanitary Sewer Utilities Maintenance Agreement dated September 23, 2021, and recorded September 29, 2021, as instrument number 2021-139035, in the Official Records of the County of San Mateo (“Original Sanitary Sewer Utilities Maintenance Agreement”) with regard to the Property.

I. The Property Owner and City now desire to amend and replace the Original Sanitary Sewer Utilities Maintenance Agreement to clearly require the Property Owner to obtain an encroachment permit to install, maintain, operate, relocate and remove the Private Improvements within the Maintenance Area and to comply with all of required encroachment and building permits and approvals.

AGREEMENT

NOW, THEREFORE, the City and the Property Owner (together, the “Parties”) hereby agree as follows:

1. AMENDED AGREEMENT. The Original Sanitary Sewer Utilities Maintenance Agreement is of no further force and effect and is hereby replaced with this Amended Sanitary Sewer Utilities Maintenance Agreement. The Property Owner will install and maintain the Improvements within the Maintenance Area as both are depicted on Exhibit “B” and as more specifically described in this Agreement.

2. PURPOSE OF AGREEMENT; LIMITS ON DISCHARGES. The purpose of this Agreement is to assure the proper installation, maintenance, periodic inspection, repair, safe operation and, if and when necessary, replacement of the Improvements by the Property Owner at its expense in accordance with the standards, including the Maintenance Standards (defined in Section 5 below), set forth herein. Only discharges consistent with effluent produced by one single family home and its associated permitted structures and uses shall be allowed to discharge into and

benefit from the private sewage utilities and City's waste water collection system. Discharges from the Property or benefits to the Property that is not specifically stated in this agreement shall not be permitted.

3. IMPROVEMENTS AS A BENEFIT. The Property Owner agrees that the Improvements will materially and solely benefit the Property and that Property Owner's maintenance, repair, safe operation and, if and when necessary, replacement thereof in accordance with this Agreement is necessary for approval of the Property Owner's construction plans and encroachment permit.

4. PROPERTY OWNER'S RESPONSIBILITIES.

a. Property Owner, at its sole expense, shall maintain, safely operate, periodically inspect, repair, resurface and, if and when necessary, replace the Private Improvements as well as perform all necessary service on maintenance equipment, in order to ensure the condition and safety of any and all structures, and the efficient operation of all of the Private Improvements, all in accordance with the Maintenance Standards described in Section 5 below, and industry, State regulations and State issued permits and City's Ordinances and City standards applicable to similar improvements and utilities service.

b. Prior to upgrading sewer lateral connection and sewer infrastructure, Property Owner shall conduct a condition assessment and video record of existing sewer pipes downstream of the proposed sewer connection in accordance to City's Engineering Standards. Prior to discharge and after installation, Property Owner shall video record all newly installed sewer infrastructure and existing sewer pipes downstream in accordance with City's Engineering Standards.

c. Property Owner shall raise the new sewer manhole rim during street resurfacing improvement projects as directed by the City. In the event the Property Owner fails to raise the sewer manhole rim, the City shall have the right to do so and receive reimbursement from the Property Owner under Section 7 of this Agreement. The location of the manhole shall be as noted in Exhibit B.

d. All existing infrastructure shall be restored to original or better condition and in conformance with City of Redwood City Engineering Standards prior to any construction or repair work related to the Improvements. Restoration work shall include street pavement, street marking and striping, underground utilities and any other facility damaged during construction or repair work.

5. MAINTENANCE STANDARDS. The following standards (collectively, "Maintenance Standards") shall be complied with by Property Owner and its maintenance staff, contractors and subcontractors in connection with the required maintenance of the Private Improvements:

a. The Private Improvements shall be maintained in compliance with the

Plans, in good condition, and in accordance with the custom and practice generally applicable to public rights-of- way and utilities within the City of Redwood City.

b. All maintenance work shall conform to all applicable federal and state Occupation Safety and Health Act standards and regulations for the performance of maintenance.

c. Any and all chemicals, unhealthful substances used in and during maintenance shall be applied in strict accordance with all governmental requirements. Precautionary measures shall be employed recognizing that all areas are open to public access and all sewage discharges ultimately flow into the waters of the State and Federal government.

d. Property Owner shall conduct any necessary inspections, routine maintenance, and preventive maintenance to ensure performance of the Private Improvements. Any blockages and sanitary sewer overflows from the Private Improvements are the sole responsibility of the Property Owner.

6. CITY'S RESPONSIBILITIES. Nothing contained herein shall limit the City's responsibility to maintain the structural integrity of the public streets, including asphalt and concrete paving, medians, signage, curb and gutter and underground utilities including the municipal waste water collection system, street lights, or any other duty or responsibility of the City relating to the public street or the surrounding property.

7. CITY'S RIGHT TO PERFORM MAINTENANCE. If the Property Owner does not repair, periodically inspect, maintain, care for and, if and when necessary, replace the Private Improvements on and about the Property in the manner set forth herein, the City shall have the right to maintain, repair, periodically inspect, care for, and replace such Private Improvements, or to contract for the correction of such deficiencies, after written notice to the Property Owner.

a. Notice to Property Owner. Prior to taking any such corrective action, the City agrees to notify the Property Owner in writing if the condition of said Private Improvements does not conform to the standards and requirements set forth herein, including without limitation the Maintenance Standards, and to specify the deficiencies and the actions required to be taken by the Property Owner to cure the deficiencies. Upon notification of any deficiency, the Property Owner shall have thirty (30) days within which to correct, remedy or cure the deficiency. If the written notification states that the problem is urgent and relates to the public health and safety, then the Property Owner shall have twenty-four (24) hours to rectify the problem.

b. Lien for Costs of Required Maintenance. In the event that Property Owner fails to correct, remedy, or cure or has not commenced correcting, remedying, or curing such deficiency after notification and after expiration of any applicable cure period, then the City shall have the right to maintain, repair, care for and, if and when necessary, replace such Private Improvements at the Property Owner's expense. The Property Owner agrees to pay the City upon demand all charges and costs incurred by the City for such

maintenance, repair, and replacement work. Until so paid, the City shall have a lien on the Site for the amount of such charges or costs, which lien shall be perfected by the recordation of a "Notice of Claim of Lien" against the Property. This lien shall affect all parcels jointly if portions of the Property have been sold. Any lien in favor of the City created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgagee or beneficiary thereunder expressly subordinates its interest, of record, to such lien. No lien in favor of the City created or claimed hereunder shall in any way defeat, invalidate, or impair the obligation or priority of any lease, sublease or easement unless such instrument is expressly subordinated to such lien.

c. Legal Action. The City may bring legal action to collect the sums due as the result of expending public monies to maintain, repair and, if and when necessary, replace any Improvements which are the responsibility of the Property Owner as provided herein. The Property Owner agrees that if the City brings legal action to enforce its rights under this Section 7, the Property Owner shall pay the City all costs incurred by it, including reasonable attorneys' fees and court costs, together with interest from the date the City provided notice under Section 7.a, at the rate of seven percent (7%) per annum.

d. Additional Remedies. The Property Owner acknowledges and agrees that the City may also pursue any and all other remedies available in law or equity in the event of a breach of the Property Owner's obligations and agreements set forth herein.

e. Intention of City. Nothing in this Section 7 shall be construed, either expressly or by implication, as indicating an intention of the City to exercise dominion or control over the Improvements. Any City acceptance of Improvements may only occur through formal City action separate from this Agreement.

f. Termination. Property Owner agrees that any termination of the Services shall be governed by applicable statutes, regulations, ordinances and other legal requirements applicable to termination of Services within the jurisdictional boundaries of the City.

8. NO IMPAIRMENT OF LIEN. No violation or breach of the agreements, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Property Owner to the Site or any portion thereof shall be bound by such agreements, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

9. REVOCABLE ENCROACHMENT PERMIT; RIGHT OF ENTRY. The Revocable Encroachment Permit ("Permit") sets forth the terms and provisions upon which the Property Owner has a right to enter onto such public rights-of-way in order to perform

maintenance, inspection, repair and, if and when necessary, replacement services (collectively, "Maintenance Services"). The Permit does not constitute a deed, grant of easement, lease, conveyance, or transfer of any property interest and is revocable without cause at any time at the will of the Council of the City of Redwood City, effective immediately upon giving notice of such revocation to Property Owner. During the term of the Permit, Property Owner may install, maintain, operate, relocate and remove the Private Improvements within the Maintenance Area subject to the issuance of required encroachment and building permits and approvals. The Private Improvements shall be shown and described in permit applications filed with the City Engineer and may be modified by subsequent permits approved by the City. All Private Improvements to be installed, maintained, operated, relocated, and removed under the Permit shall be underground.

a. NO COST TO CITY. The construction, installation, operation, maintenance, and removal of any Private Improvements shall be accomplished (i) without cost or expense to the City and (ii) subject to the prior approval of the City Engineer. Property Owner shall maintain any such Private Improvements at all times in good and safe condition and free from any nuisance to the satisfaction of the City Engineer.

b. ENCROACHMENT PERMITS. All work performed by Property Owner under the Permit shall be made pursuant to individual encroachment permits. Property Owner shall obtain encroachment permits from the City for the installation of the Private Improvements and for any other work or activities within the City's Public Rights-Of-Way as required by Chapter 29 of the Redwood City Code. Property Owner shall submit all plans, schedules, and information required by the Code and the City Engineer. Property Owner also shall submit all required fees, cash deposits, bonds or other security required by the City Engineer in accordance with Chapter 29 of the Redwood City Code. All work within the Maintenance Area shall be performed in strict compliance with the terms and conditions of the Permit, the City's Ordinances, and the pertinent encroachment permit. Once a permit is issued, Property Owner shall commence work and complete the construction and installation of the Private Improvements in accordance with Chapter 29 of the Redwood City Code and any construction schedule approved by the City Engineer in the applicable permit.

c. Nothing in the Permit shall be construed as granting or creating any franchise rights.

d. The Permit is not a grant by City of any property interest but is made subject and subordinate to the prior and continuing right of City to use the Public Right of Way (including the Maintenance Area), including but not limited to, public use as a street and for the purpose of laying, installing, maintaining, repairing, protecting, replacing and removing sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, electroliers, cable television and other utility and municipal uses together with appurtenances thereof and with right of ingress and egress, along, over, across and in the Public Right of Way.

e. The Permit shall not create a vested right of any nature in Property Owner to use the Public Right of Way (including the Maintenance Area). The Permit is made

subject to all easements, restrictions, conditions, covenants, encumbrances and claims of title which may affect the Maintenance Area, and it is understood that Property Owner, at its own cost and expense, shall obtain such permission as may be necessary consistent with any other existing rights. No reference herein to "Public Rights-Of-Way" shall be deemed to be a representation or guarantee by City that its interest or other rights to control the use of such property is sufficient to permit its use for such purposes. It is not a warranty of title or interest in any Public Rights-Of-Way. It does not confer rights other than as expressly provided in the grant hereof, and Property Owner shall be deemed to gain only those rights to use as are properly in City and as City may have the undisputed right and power to give.

f. The Permit only authorizes Property Owner to use the portions of the Maintenance Area specifically described in one or more encroachment permits if and when issued by the City. It does not require the City to approve any particular encroachment permit applications, nor does it provide Property Owner with any interest in any particular location within the Maintenance Area. The Permit shall not be deemed to approve any particular design or installation technique. Certain specific physical design aspects of the Private Improvements and detailed approvals of the installation of the Private Improvements will occur through the issuance of specific permits and approvals by the City.

g. The Permit shall be for the non-exclusive use of the Maintenance Area. By executing the Permit, City does not agree to restrict the use of the Maintenance Area in all or any part of the City by any person in the same business, a related business, or a competing business as Property Owner.

h. Property Owner is not authorized to use any City property located outside of the Public Rights-Of-Way nor any City-owned infrastructure located within the Public Rights-Of-Way without the prior express written Permit of the City.

i. Upon receipt of a written demand from the City, Property Owner, at its sole cost and expense, shall remove and relocate any Private Improvements installed, used and/or maintained by Property Owner under the Permit when such removal or relocation is made necessary (a) due to any work proposed to be done by or on behalf of the City or other governmental agency, including but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, installation of curbs, gutters or landscaping and installation, construction, maintenance or operation of any underground or aboveground facilities such as sewers, drains, pipes, power lines, and tracks or (b) due to a determination by the City that the Private Improvements are detrimental to governmental activities. Property Owner shall complete the removal or relocation within ninety (90) days of receipt of notice from the City or according to an agreed upon schedule with the City of no less than ninety (90) days. Notwithstanding the foregoing, the City Engineer may require a shorter period due to exigent circumstances and may authorize a longer period if it will not delay the public project. If Property Owner fails to remove or relocate the Private Improvements within the prescribed time period, City may remove the Improvements at the expense of Property Owner, and Property Owner shall promptly reimburse the City for any and all expenses, including administrative, legal and consultant

costs, within thirty (30) days after receiving an invoice from the City. Any removal or relocation work by Property Owner shall only be done pursuant to an encroachment permit. All of the foregoing shall be subject to all applicable rules, requirements, and procedures of the California Public Utilities Commission.

j. REMOVAL OF IMPROVEMENT. Property Owner acknowledges and agrees that upon revocation of the Permit, Property Owner shall, at its own cost and expense and upon request so to do by City, remove the Facilities.

k. ABANDONMENT OF PRIVATE IMPROVEMENTS. If any portion of the Private Improvements laid, installed, or constructed in the Public Rights-of-Way, other than redundant Private Improvements or Private Improvements for emergency use, are no longer used by Property Owner or are abandoned for a period in excess of six (6) months, Property Owner must notify the City Engineer and promptly submit all necessary applications for permits prior to commencing work to vacate and remove the Private Improvements. Alternatively, the City may allow Property Owner, in its sole discretion, to abandon the Private Improvements, or any part thereof, in place and convey the Private Improvements to the City.

l. PERMITTED USES. The Property Owner may enter upon such Private Improvements as are located within the City rights-of-way, and may temporarily block reasonably necessary portions of the adjoining street surfaces, solely for the purpose of performing Maintenance Services, and incidental purposes thereto, such as operating equipment and storing materials during the period maintenance services are being performed (collectively, "Activities"). The Property Owner shall not use such areas for any other purpose. The utility main and sanitary sewer service shall not be extended to any other property. The Property Owner shall not allow any other property to connect to the Private Improvements, except as shown in Exhibit B.

m. INSURANCE. The Property Owner shall obtain and deliver to the City, at no cost to the City, certificates of commercial general liability insurance which indicate that the City, its elective and appointive boards, commissions, officers, agents and employees are covered as additional insureds under all insurance policies maintained for performance of the Maintenance Services and other Activities by (i) the Property Owner or (ii) any contractor or subcontractor directly or indirectly employed by the Property Owner to perform any Maintenance Services or other Activities. Each of these policies shall also provide that no cancellation, major change in coverage, or expiration may be affected by the insurance company or the insured during the time of performance of the Maintenance Services and other Activities, without first giving to the City thirty (30) days' written notice prior to the effective date of such cancellation or change in coverage. The Property Owner shall not permit any contractor or subcontractor to commence or continue performing Maintenance Services or other Activities until the certificates or any substitute certificates have been approved by the City's Risk Manager.

10. PERMITS AND APPROVALS. To the extent that performance of the Maintenance Services or other Activities requires permits or governmental approvals, the Property

Owner shall, at its sole cost and expense, obtain such permits and approvals. The City shall issue encroachment permits, from time to time, on the terms set forth in Section 9 above. All necessary permits and approvals shall be obtained from the County of San Mateo prior to the issuance of an Encroachment Permit from the City.

11. TERM. This Agreement shall commence immediately upon the Effective Date and shall continue in perpetuity until and unless terminated by the City in accordance with Section 7(f).

12. INDEMNIFICATION. The Property Owner shall indemnify, defend and hold the City, its Council, boards, offices, commissions, agents and employees harmless from liens, claims, demands, actions, causes of action, obligations, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees (individually, a "Claim" and collectively, "Claims"), which may arise from or in any manner relate to any work performed or services provided under this Agreement by the Property Owner, or the Property Owner's contractors, subcontractors, agents or employees, including, but not limited to, the performance of the Maintenance Services or other Activities. Notwithstanding the forgoing, the Property Owner shall not be obligated under this Agreement to defend and/or indemnify the City to the extent that any Claim is caused by the gross negligence or willful misconduct of the City or its agents or employees. The aforementioned indemnity shall apply regardless of whether or not the City has prepared, supplied or approved plans and/or specifications for the Improvements and regardless of whether any insurance required under this Agreement is applicable to any Claims.

13. DEFAULT. The failure to maintain the Improvements will constitute an event of default. Upon such event of default, the City shall provide written notice to the Property Owner. Upon receipt of the written notice, the Property Owner shall have thirty (30) days to remedy such event of default (or such longer period of time as may reasonably be required, provided that the Property Owner shall commence to remedy such default within thirty (30) days period and thereafter diligently prosecute such remedy to completion). If the Property Owner fails to remedy the event of default within the prescribed time period, the City shall have the right to do all work necessary to remedy the event of default and charge the Property Owner actual costs incurred by the City for such work and the City shall have the right to terminate service as specified in Section 7.f.

14. ASSIGNMENT BY CITY. The City shall have the right at its option to assign its rights and obligations under this Agreement to a municipal services district or other public agency without consent of the Property Owner.

15. AGREEMENT ATTACHES TO LAND AND BINDS PROPERTY OWNER'S SUCCESSORS AND ASSIGNS. This Agreement pertains to and runs with the Property in perpetuity, and shall be recorded against the Property.

16. TRANSFER OF PROPERTY. This Agreement binds the assigns and successors-in-interest of the Property Owner, including any transferee of a fee interest in the Property. The City and its successors and assigns, in the event of any breach of this Agreement, shall 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 the Property Owner or its permitted successors and assigns to enforce the curing of such breach. If the benefited property is sold in part and/or subdivided, utility service shall not be extended to additional parts or any subdivided lands.

17. ASSIGNMENT BY PROPERTY OWNER. Property Owner covenants, for itself and its successors and assigns, not to sell, transfer, assign or otherwise dispose of ownership of the Property, unless the prospective purchaser, transferee or assignee expressly promises in writing to be bound by all of the provisions hereof, including the covenant in this Section 17 to require successors to expressly assume the obligations herein in the form of the assignment agreement attached hereto as Exhibit C. Upon such successor assuming all obligations and agreeing to be bound by this Agreement, such party shall constitute the "Property Owner" hereunder and all predecessors-in-interest to such party 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 such assignment and assumption. Subsequent to execution of such assignment agreement, Property Owner shall transmit one fully executed copy to the City.

18. NOTICES. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as set forth below. Either party may provide updated contact information to the other party by written notice.

To the Property Owners: Bruce Posey and Dana Posey
 477 Upland Road
 Redwood City, CA 94062

To the City: City of Redwood
 City 1017
 Middlefield Road
 Redwood City, California
 94063 Attn: City Manager

With a copy to: City of Redwood
 City 1017
 Middlefield Road
 Redwood City, California
 94063 Attn: City Attorney

19. MISCELLANEOUS.

a. Entire Agreement, Amendments. 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.

b. Paragraph Headings. Paragraph headings as used herein are for convenience

only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning hereof.

c. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California. Venue shall be the County of San Mateo.

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

e. Exhibits. Any and all exhibits and schedules attached or to be attached hereto are hereby incorporated and made a part of the Agreement by reference.

f. 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 shall remain in full force and effect.

g. 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.

h. No Agency Relationship. Neither the Property Owner nor any of the Property Owner's agents, contractors or subcontractors are or shall be considered to be agents of City in connection with the performance of any of the Property Owner's obligations under this Agreement.

i. Attorneys' Fees and Costs. Either party may bring a lawsuit to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding shall be entitled to recover from the other party's reasonable costs and expenses, including reasonable attorneys' fees.

j. No Waiver. No failure on the part of City to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that City may have hereunder.

k. Cumulative Rights. The rights and remedies of City are cumulative, and the exercise by City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

[Signature Page Follows]

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

PROPERTY OWNERS

Bruce Posey and Dana Posey

By: Bruce K. Posey

Name: Bruce Posey

[Signature must be notarized]

By: Dana Posey

Name: Dana Posey

[Signature must be notarized]

CITY

CITY OF REDWOOD CITY, a
municipal corporation

Melina Stevenson Diaz
Melissa Stevenson Diaz, City Manager

[Signature must be notarized]

ATTEST:

Yessika Castro
Yessika Castro, City Clerk

See Attached
Certificate

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of SAN MATEO

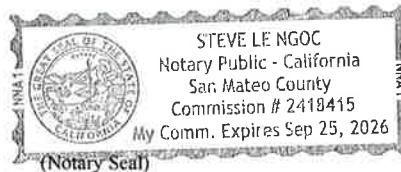
On 19 FEB 2024 before me, STEVE LE NGOC, Notary Public,
(Here insert name and title of the officer)

personally appeared DANA POSEY,

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 of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT AND AFFIDAVIT FOR NON-SCHWAB DURABLE POWER OF ATTORNEY

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of SAN MATEO

On 19 FEB 2024 before me, STEVE LE NGOC, Notary Public,
(Here insert name and title of the officer)

personally appeared BRUCE POSEY,

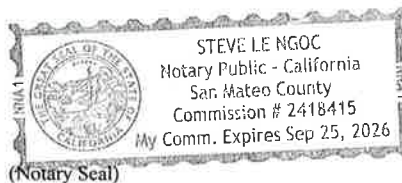
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT AND AFFIDAVIT FOR NON-SCHWAB DURABLE POWER OF ATTORNEY

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

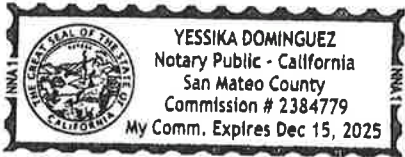
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN MATEO

On APRIL 17, 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

The land referred to is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

Parcel I:

Portion of Lot 4 in Block 19, as shown on that certain Map entitled, "Oak Knoll Manor, Redwood City, San Mateo County, California", filed in the Office of the Recorder of the County of San Mateo, State of California, on May 10, 1916, in Book 10 of Maps, at Pages 4 through 11, more particularly described as follows:

Beginning at the Southeastery corner of said Lot 4, on the Northerly line of Upland Road; thence along the Northerly line of Upland Road, Northwestery along a curve to the left having a radius of 199.63 feet, an arc distance of 89.85 feet to the Southeastery line of the lands described in the Deed from Arthur Payne to Elizabeth Payne Bastien, recorded May 6, 1955, in Book 2792 of Official Records, at Page 399 (File No. 48707-M); thence along the general Southeastery and Southwesterly lines of the lands last mentioned, the following courses and distances: North 12° 21' East, 110.65 feet; South 59° 39' East, 26.88 feet; North 33° 32' East, 51.3 feet; and South 56° 26' 50" East, 92.95 feet to the Southeastery line of said Lot 4; thence along the last mentioned line, South 30° 55' 30" West, 132.38 feet to the point of beginning.

Parcel II:

Easement for use and maintenance of sewer line, along the Westerly boundary of that certain real property situated in the County of San Mateo, State of California, described as follows:

Beginning at the most Easterly corner of Lot 4, Block 19, as shown on the Map referred to hereinabove, said point of beginning being on the line of Redwood City Limits; and running thence North 45° 29' West along said line of Redwood City Limits, 140 feet to the most Easterly corner of Lot 5 in said Block 19; thence South 61° 44' 30" West, along the dividing lines between Lots 4 and 5, 60.10 feet; thence South 12° 21' West, 222.37 feet; thence Easterly, following the Northerly line of Upland Road, on a curve to the right having a radius of 199.63 feet, an arc distance of 10.15 feet; thence North 12° 21' East, 110.65 feet; thence South 59° 39' East, 26.88 feet; thence North 33° 32' East, 51.36 feet; thence South 56° 29' 50" East, 92.95 feet; thence North 30° 55' 30" East, 72.87 feet to the point of beginning.

Said easement is appurtenant to and for the benefit of Parcel I, above, and was created by reservation in the Deed recorded May 6, 1955, in Book 2792, Official Records, at Page 399.

APN: 058-243-180
JPN: 058-024-243-18

2013-147060

OLD REPUBLIC TITLE COMPANY
8:00 am 10/18/13 DE Fee: 24.00
Count of Pages 2 UN
Recorded In Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder

RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0360016646-TF
APN: 058-243-180

When Recorded Mail Document and Tax Statements to:

Bruce Posey & Dana Posey
477 Upland Road
Redwood City, CA 94062



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

21

Grant Deed

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is \$2,475.00
(X) computed on full value of property conveyed, or
() computed on full value less of liens and encumbrances remaining at time of sale.
(X) Unincorporated area: () City of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Junien Labrousse, Trustee of The Junien Labrousse Revocable Trust dated October 10, 2007

hereby GRANT(S) to
Bruce Posey and Dana Posey, husband and wife, as Community Property with rights of survivorship
that property in Unincorporated area of San Mateo County, State of California, described as follows:
See "Exhibit A" attached hereto and made a part hereof.

Date: September 25, 2013

The Junien Labrousse Revocable Trust dated October 10, 2007

By: [Signature]
Junien Labrousse, Trustee
A.K.A. JEAN-MICHEL JUNIEN LABROUSSE

Kara L Preissel
Vice Consul

88
Confederation of Switzerland
Bern, Canton of Bern
Embassy of the United States
of America

State of _____
County of _____

On 9 October 2013 before me, _____, a
Notary Public, personally appeared LABROUSSE, JEAN-MICHEL JUNIEN
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]
Name _____
(typed or printed)

(Area reserved for official notarial seal)

Grant Deed

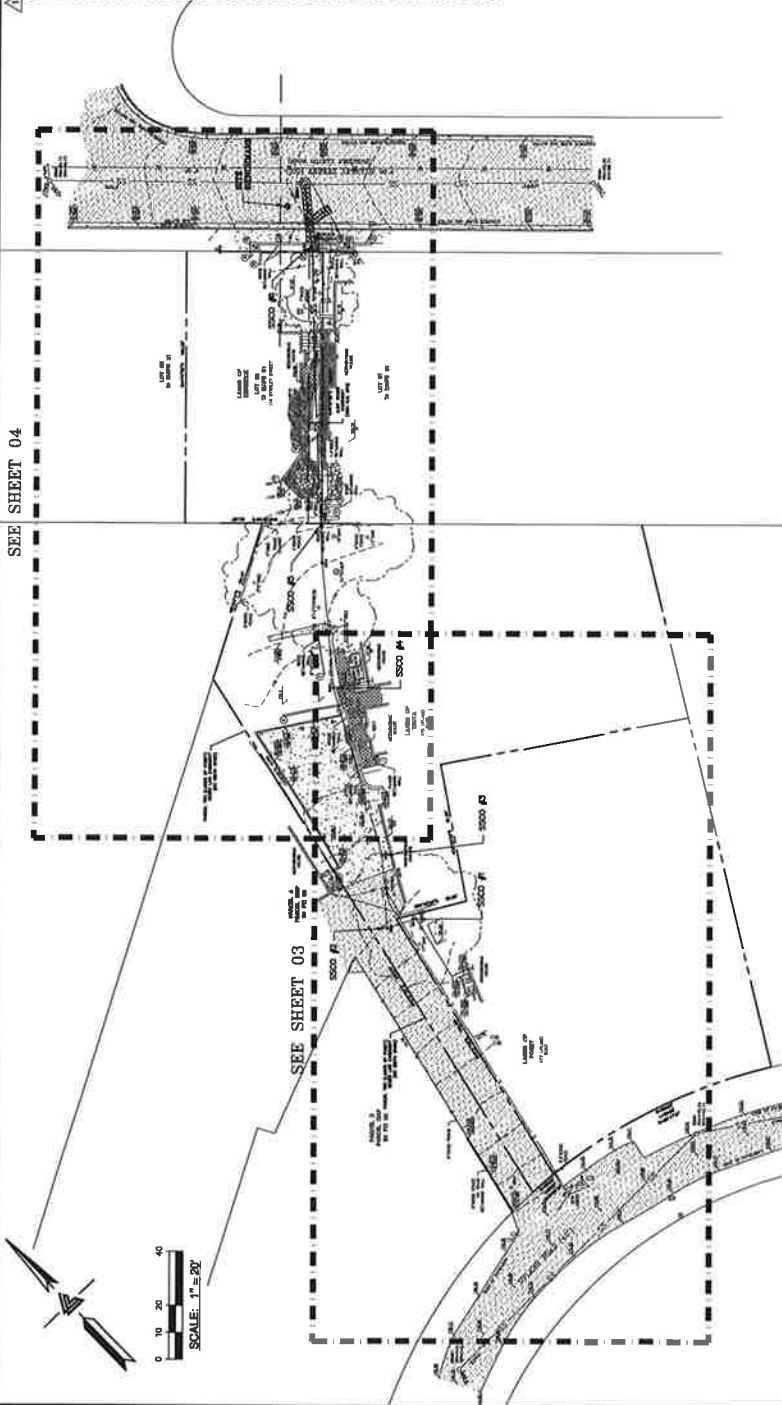
MAIL TAX STATEMENTS AS DIRECTED ABOVE

Kara L Preissel
Vice Consul

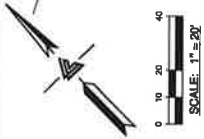


10/16/2016 10:00:00 AM

SEE SHEET 04



- CITY OF REDWOOD CITY GENERAL NOTES:**
1. ELEVATIONS AND LOCATIONS OF ALL EXISTING UTILITY CROSSINGS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT US AT (650) 842-2444 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION.
 2. ALL APPLICABLE PERMITS AND MATERIALS SHALL BE OBTAINED IN ACCORDANCE WITH THE CITY OF REDWOOD CITY PERMITTING DEPARTMENT. PERMITS AND MATERIALS MUST BE OBTAINED PRIOR TO THE START OF CONSTRUCTION. PERMITS AND MATERIALS MUST BE OBTAINED IN THE OFFICE OF THE CITY ENGINEER AND THE CONTRACTOR SHALL MAINTAIN THEM ON THE PROJECT AT ALL TIMES.
 3. THE CONTRACTOR SHALL RESTORE ALL DAMAGED OR REMOVED EXISTING WALLS, FENCES, SERVICES, UTILITIES, IMPROVEMENTS OR FEATURES OF WATERSHED NATURE DUE TO CONTRACTOR'S WORK.
 4. THE CONTRACTOR SHALL COMPLY WITH ALL CITY REGULATIONS AND ORDINANCES. ALL STRUCTURES TO BE SET TO GRADE IN CONCRETE AFTER FINISH.
 5. ALL STREET MARKINGS AND OTHER PERMANENT MARKINGS DETERMINED DURING THE PROCESS OF CONSTRUCTION SHALL BE REPLACED BEFORE ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY OF ENGINEER.
 6. THE CONTRACTOR SHALL OBTAIN THE CITY ENGINEER TWO WORKING DAYS ADVANCE NOTICE FOR INSPECTION. (650) 780-7300.
 7. NO TREES OF DIAMETER OR LARGER MEASURED BETWEEN 4" AND 36" ABOVE GRADE, SHALL BE REMOVED OR DAMAGED. THE CONTRACTOR SHALL MAINTAIN THE EXISTING TREE CANOPY AS NEARLY AS POSSIBLE TO THE ORIGINAL TREE CANOPY. ALL TREE REMOVALS SHALL BE APPROVED BY THE CITY ENGINEER BEFORE COMMENCING WORK. THE CONTRACTOR SHALL MAINTAIN THE EXISTING TREE CANOPY AS NEARLY AS POSSIBLE TO THE ORIGINAL TREE CANOPY. ALL TREE REMOVALS SHALL BE APPROVED BY THE CITY ENGINEER BEFORE COMMENCING WORK. THE CONTRACTOR SHALL MAINTAIN THE EXISTING TREE CANOPY AS NEARLY AS POSSIBLE TO THE ORIGINAL TREE CANOPY.
 8. FOR LAKE CLEARANCES, THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN AND OBTAIN APPROVAL OF THE CITY ENGINEER BEFORE COMMENCING WORK. THE CONTRACTOR SHALL MAINTAIN THE EXISTING TREE CANOPY AS NEARLY AS POSSIBLE TO THE ORIGINAL TREE CANOPY. ALL TREE REMOVALS SHALL BE APPROVED BY THE CITY ENGINEER BEFORE COMMENCING WORK. THE CONTRACTOR SHALL MAINTAIN THE EXISTING TREE CANOPY AS NEARLY AS POSSIBLE TO THE ORIGINAL TREE CANOPY.
 9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CALIFORNIA STANDARD PLANS, SPECIFICATIONS AND MANUAL ON TRAFFIC CONTROL DEVICES LATEST EDITION.
 10. NO TRENCHES OR HOLES SHALL BE LEFT OPEN OVERNIGHT. USE STEEL PLATING OR HOT-ROLLED ASPHALT AS REQUIRED TO PROTECT OPEN TRENCHES OVERNIGHT.
 11. THE CONTRACTOR SHALL CONTROL DUST AT ALL TIMES AND SHEET STREETS AS OFTEN AS NECESSARY DURING CONSTRUCTION AS REQUIRED BY THE CITY ENGINEER.
 12. ALL WORK SHALL BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE EXISTING TREE CANOPY AS NEARLY AS POSSIBLE TO THE ORIGINAL TREE CANOPY. ALL TREE REMOVALS SHALL BE APPROVED BY THE CITY ENGINEER BEFORE COMMENCING WORK. THE CONTRACTOR SHALL MAINTAIN THE EXISTING TREE CANOPY AS NEARLY AS POSSIBLE TO THE ORIGINAL TREE CANOPY.
 13. ALL CONSTRUCTION STAKING FOR CURBS, GUTTERS, SIDEWALKS, SANITARY SEWERS, STORM DRAINS, AND UTILITIES SHALL BE IN ACCORDANCE WITH THE CALIFORNIA STANDARD PLANS, SPECIFICATIONS AND MANUAL ON TRAFFIC CONTROL DEVICES LATEST EDITION.



SEE SHEET 03

NOTE:
FOR CONSTRUCTION STAKING
SCHEDULING OR QUOTATIONS
PLEASE CONTACT ALEX ABAYIA
AT (650) 842-2444
(310) 893-7406 EXT 116
a.abayia@leai-braze.com

SANITARY SEWER LATERAL(S) NOTE:
ALL IMPROVEMENTS UP TO AND INCLUDING THE
LATERAL SHALL BE PROVIDED BY THE
PROPERTY OWNER.



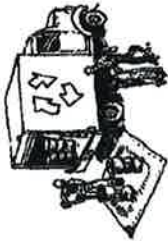
 LEA & BRAZE ENGINEERING, INC. 3600 CALIFORNIA AVENUE, SUITE 200 SAN ANTONIO, TEXAS 78201 TEL: (214) 343-2222 FAX: (214) 343-2223 WWW.LEA-BRAZE.COM		CITY OF REDWOOD CITY COMMUNITY DEVELOPMENT DEPARTMENT ENGINEERING AND TRANSPORTATION DIVISION	477 UPLAND ROAD SANITARY SEWER MAIN EXTENSION OVERALL SITE PLAN	SHEET NO. 02 OF 09 SHEETS
DATE: _____ CHECKED: _____ DESIGNED: _____ DRAWN: _____	DATE: _____ CHECKED: _____ DESIGNED: _____ DRAWN: _____	DATE: _____ CHECKED: _____ DESIGNED: _____ DRAWN: _____	DATE: _____ CHECKED: _____ DESIGNED: _____ DRAWN: _____	DATE: _____ CHECKED: _____ DESIGNED: _____ DRAWN: _____
SCALE: AS SHOWN	SCALE: AS SHOWN	SCALE: AS SHOWN	SCALE: AS SHOWN	SCALE: AS SHOWN



Construction Best Management Practices (BMPs)

Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

Materials & Waste Management



- Non-Hazardous Materials**
- Beam and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.
 - Use (but don't overuse) reclaimed water for dust control.
- Hazardous Materials**
- Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
 - Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
 - Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
 - Arrange for appropriate disposal of all hazardous wastes.

- Waste Management**
- Cover waste disposal containers securely with tarps at the end of every work day and during wet weather.
 - Check waste disposal containers frequently for leaks and to make sure they are not overfilled. Never hose down a dumpster on the construction site.
 - Clean or replace portable toilets, and inspect them frequently for leaks and spills.
 - Dispose of all wastes and debris properly. Recycle materials and wastes that can be recycled (such as asphalt, concrete, aggregate base materials, wood, GYP, tires, pipe, etc.)
 - Dispose of liquid residues from paints, thinners, solvents, glue, and cleaning fluids as hazardous waste.

- Construction Entrances and Perimeter**
- Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and backing off site.
 - Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

Equipment Management & Spill Control



- Maintenance and Parking**
- Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
 - Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
 - If refueling or vehicle maintenance must be done on-site, work in a hosed area away from storm drains and over a drip pan or drop cloth big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
 - If vehicle or equipment cleaning must be done onsite, clean with water only in a hosed area that will not allow water to run into gutters, streets, storm drains, or surface waters.
 - Do not clean vehicle or equipment onsite using soap, solvents, degreasers, or steam cleaning equipment.

- Spill Prevention and Control**
- Keep spill cleanup materials (e.g., rags, absorbents and oil filter) available at the construction site at all times.
 - Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks.
 - Clean spills or leaks immediately and dispose of clean materials properly.
 - Do not hose down vehicles where fluids have spilled.
 - Use dry cleaning methods (absorbent materials, oil litters, and/or rags).
 - Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
 - Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
 - Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill: 1) Dial 911 or your local emergency response number; 2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours)

Earthmoving



- Schedule grading and excavation work during dry weather.
- Stabilize all denuded areas, install and maintain erosion control fabric or seeded fiber matrix) until vegetation is established.
- Remove existing vegetation only when absolutely necessary, and seed or plant vegetation for erosion control on slopes where construction is not immediately planned.
- Prevent sediment from migrating offsite and protect storm drain inlets, gutters, ditches, and drainage courses by installing and maintaining appropriate BMPs, such as filter socks, silt fences, sediment basins, and silt traps.
- Keep excavated and on site and transfer it to dump trucks on site, not in the streets.

- Contaminated Soils**
- If any of the following conditions are present, the site for contamination and control the Regional Water Quality Control Board:
 - Unusual soil conditions, discoloration, or odor;
 - Abandoned underground tanks;
 - Buried barrels, debris, or trash.

Paving/Asphalt Work



- Avoid paving and seal coating in wet weather or when rain is forecast, to prevent water from being trapped under the pavement.
- Cover storm drain inlets and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.
- Collect and recycle or appropriately dispose of excess abrasive gravel or sand.
- Do NOT sweep or wash it into gutters.
- Do not use water to wash down fresh asphalt concrete pavement.

- Sawcutting & Asphalt/Concrete Removal**
- Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.
 - Shovel, absorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner).
 - If sawcut slurry enters a catch basin, clean it up immediately.

Concrete, Grout & Mortar Application



- Store concrete, grout, and mortar away from storm drains or waterways, and on tarps to protect them from rain, runoff and wind.
- Wash out concrete equipment/trucks offsite or in a designated washout temporary waste pit, and in a manner that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.
- When washing exposed aggregates, prevent washwater from entering storm drains. Block any inlets and vacuum debris into a bermed surface to be pumped and disposed of properly.

Landscaping



- Protect stockpiled landscaping materials from wind and rain by storing them under cover.
- Stack bagged material on pallets and under cover.
- Discourage application of any erodible landscaping material within 2 days before a forecast rain event or during wet weather.

Painting & Paint Removal



- Painting Cleanup and Removal**
- Never clean brushes or rollers paint containers into a street, gutter, storm drain, or stream.
 - For water-based paints, paint out brushes and rollers into a bucket and pour into a drain lead goes to the sanitary sewer. Never pour paint down a storm drain.
 - For oil-based paints, use oil brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
 - Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
 - Chemical paint stripping residue and chips and dust from routine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

Dewatering



- Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to land disposal area or sanitary sewer, if discharging to the sanitary sewer call your local wastewater treatment plant.
- Diver run-on water from offsite away from all disturbed areas.
- When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Discharge water through a basin, tank, or sediment trap may be required.
- In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

Storm drain polluters may be liable for fines of up to \$10,000 per day!



CITY OF REDWOOD CITY
COMMUNITY DEVELOPMENT AND TRANSPORTATION DEPARTMENT
ENGINEERING AND TRANSPORTATION DIVISION
CALIFORNIA

NO.	DATE	APPROVED	DATE	APPROVED
DESIGN				
PERMIT				
CONSTRUCTION				
CLOSURE				
REPAIR				
FINAL				

477 UPLAND ROAD
SANITARY SEWER MAIN EXTENSION
CONSTRUCTION BMP

EXHIBIT "C"

Form of Assignment and Assumption Agreement ASSIGNMENT AND ASSUMPTION OF SANITARY SEWER UTILITIES MAINTENANCE AGREEMENT (477 Upland Road, Redwood City, CA)

THIS ASSIGNMENT AND ASSUMPTION OF THE SANITARY SEWER UTILITIES MAINTENANCE AGREEMENT ("Assignment") is made as of _____, _____, by and between Bruce Posey and Dana Posey dated _____ ("Assignor") and _____, a _____ ("Assignee").

RECITALS

1. Assignor and the City of Redwood City ("City") are parties to that certain Sanitary Sewer Utilities Maintenance Agreement dated _____ (the "Agreement"), which Agreement commits the Assignor to maintain, repair, care for, and replace certain sewer improvements on or adjacent to that certain real property situated at 477 Upland Road in Redwood City CA. Capitalized terms not otherwise defined shall have the meanings set forth in the Agreement.
2. Section 17 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.
3. 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 sells and transfers to Assignee, free and clear of all Liens, all of Assignor's right, title and interest in and to the Agreement.
2. Assumption. Assignee hereby accepts this assignment of the Agreement and agrees to be bound by all of the terms, conditions, and covenants of the Agreement.
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 "Developer" 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:

Bruce and Dana Posey

By: _____

Name: Bruce Posey

[Signature must be notarized]

By: _____

Name: Dana Posey

[Signature must be notarized]

ASSIGNEE:

By: _____

Name:

Title:

[Signature must be notarized]