RECORDING REQUESTED BY AND AFTER RECORDATION RETURN TO:

Priscilla Tam
City Clerk/District Secretary
City of Foster City/
Estero Municipal Improvement District
610 Foster City Boulevard
Foster City, CA 94404

Exempt from payment of recording fees pursuant to Government Code 27383.

### 2018-084964

11:26 am 10/31/18 AG Fee: NO FEE Count of Pages 40 Recorded in Official Records County of San Mateo Mark Church

Assessor-County Clerk-Recorder

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### MAINTENANCE AGREEMENT FOR STORMWATER TREATMENT MEASURES

### RECITALS

This Maintenance Agreement for Stormwater Treatment Measures ("Agreement") is entered into this 25th day of July, 2018 by and between the City of Foster City ("City") and AREOF VI US Pilgrim-Triton, LLC, ("Property Owner"), a property owner of real property described in this Agreement.

WHEREAS, On October 14, 2009, the Regional Water Quality Control Board, San Francisco Bay Region, adopted Order R2-2009-0074, the Municipal Regional Stormwater Permit (MRP) (CAS612008); and

WHEREAS, Provision C.3.h. of this MRP, and as it may be amended or reissued, requires the permittee public agencies to provide minimum verification and access assurances that all treatment measures shall be adequately operated and maintained by entities responsible for the stormwater treatment measures; and

**WHEREAS**, the Property Owner, AREOF VI US Pilgrim-Triton, LLC, is the owner of real property commonly known as 55 Triton Park Lane, Foster City, CA (the "Property"), and more particularly described in the attached legal description (Exhibit A); and

WHEREAS, attached hereto as Exhibit B and Exhibit C are legible reduced-scale copies of the Site Plan and the Flow Through Planter Maintenance Plan or comparable documents showing the stormwater treatment measures that have been constructed and are to be maintained on the Property; and

WHEREAS, the City is the permittee public agency with jurisdiction over the Property.

WHEREAS, the Property Owner recognizes that the stormwater treatment measure(s) more particularly described and shown on Exhibit B, of which full-scale plans and any amendments thereto are on file with the Community Development Department of the City of Foster City must be installed and maintained as indicated in this Agreement and as required by the MRP.

**WHEREAS**, the City and the Property Owner agree that the health, safety and welfare of the citizens of the City require that the stormwater treatment measure(s) detailed in the Site Plan or comparable document be constructed and maintained on the Property; and

WHEREAS, the City's Stormwater Management Ordinance, guidelines, criteria and other written directions require that the stormwater treatment measure(s), as shown on the approved Site Plan or comparable document, be constructed and maintained by the Property Owner

**THEREFORE**, in consideration of the benefit received by the Property Owner as a result of the City's approval of the Site Plan, the Property Owner hereby covenants and agrees with the City as follows:

### SECTION 1: CONSTRUCTION OF TREATMENT MEASURES

The on-site stormwater treatment measure(s) shown on the Site Plan or comparable document shall be constructed by the Property Owner in strict accordance with the approved plans and specifications identified for the development and any other requirements thereto which have been approved by the City in conformance with appropriate City ordinances, guidelines, criteria and other written direction.

### SECTION 2: OPERATION & MAINTENANCE RESPONSIBILITY

This agreement shall serve as the signed statement by the Property Owner accepting responsibility for operation and maintenance of stormwater treatment measures as set forth in this Agreement until the responsibility is legally transferred to another person or entity. Before the Property is legally transferred to another person or entity, the Property Owner shall provide to the City at least one of the following:

- 1) A signed statement from the public entity assuming post-construction responsibility for treatment measure and that the treatment measures meet all local agency design standards; or
- 2) Written conditions in the sales or lease agreement requiring the buyer or lessee to assume responsibility for operation and maintenance (O&M) consistent with this provision, which conditions, in the case of purchase and sale agreements, shall be written to survive beyond the close of escrow; or
- 3) Written text in project conditions, covenants and restrictions (CCRs) for residential properties assigning O&M responsibilities to the home owners association for O&M of the treatment measures; or
- 4) Any other legally enforceable agreement or mechanism that assigns responsibility for the maintenance of treatment measures.

### **SECTION 3: MAINTENANCE OF TREATMENT MEASURES**

The Property Owner shall not destroy or remove the stormwater treatment measures from the Property nor modify the stormwater treatment system in a manner that lessens their effectiveness, and shall, at Property Owner's sole expense, adequately maintain the stormwater treatment measure(s) in good working order acceptable to the City. This includes 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 facilities in good working condition so that these facilities continue to operate as originally designed and approved. The maintenance plan shall include a detailed description of and schedule for long-term maintenance activities.

### **SECTION 4: SEDIMENTMANAGEMENT**

Sediment accumulation resulting from the normal operation of the stormwater treatment measure(s), if any, will be managed appropriately by the Property Owner. The Property Owner will provide for the removal and disposal of accumulated sediments. Disposal of accumulated sediments shall not occur on the Property, unless provided for in the maintenance plan. Any disposal or removal of accumulated sediments or debris shall be in compliance with all federal, state and local law and regulations.

### SECTION 5: NECESSARY CHANGES AND MODIFICATIONS

At its sole expense, the Property Owner shall make changes or modifications to the stormwater treatment measure(s), as may be determined as reasonably necessary by the City to ensure that treatment measures are properly maintained and continue to operate as originally designed and approved.

### **SECTION 6: ACCESS TO THE PROPERTY**

The Property Owner hereby grants permission to the City; the San Francisco Bay Regional Water Quality Control Board (Regional Board); the San Mateo County Mosquito Abatement District (Mosquito Abatement District); and their authorized agents and employees to enter upon 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 treatment measures are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever there is a reasonable basis to believe that a violation of this Agreement, the City's stormwater management ordinance, guidelines, criteria, other written direction, or the MRP, and any amendments or reissuances of this permit, is occurring, has occurred or threatens to occur. The above listed agencies also have a right to enter the Property when necessary for abatement of a public nuisance or correction of a violation of the ordinance guideline, criteria or other written direction. The City, Regional Board, or the Mosquito Abatement District shall provide reasonable (as may be appropriate for the particular circumstances) notice to the Property Owner before entering the property.

### SECTION 7: FAILURE TO MAINTAIN TREATMENT MEASURES

In the event the Property Owner fails to maintain the stormwater treatment measure(s) as shown on the approved Site Plan or comparable document in good working order acceptable to the City and in accordance with the maintenance plan incorporated in the Agreement, the City shall provide written notice of such failure to the Property Owner, and if the Property Owner does not cure such failure within 30 business days of receipt of the notice, City, and its authorized agents and employees with reasonable notice, may enter the Property and take whatever steps it deems necessary and appropriate to return the treatment measure(s) to good working order. Such notice will not be necessary if emergency conditions require immediate remedial action. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the Property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the treatment measure(s) and in no event shall this Agreement be construed to impose any such obligation on the City.

### SECTION 8: REIMBURSEMENT OF CITY EXPENDITURES

In the event the City, pursuant to this Agreement, performs work of any nature (direct or indirect), including any reinspections or any actions it deems necessary or appropriate to return the treatment measure(s) in good working order as indicated in Section 7, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for the costs incurred by the City hereunder. If these costs are not paid within the prescribed time period, the City may assess the Property Owner the cost of the work, both direct and indirect, and applicable penalties. Said assessment shall be a lien against the Property or may be placed on the property tax bill and collected as ordinary taxes by the 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 the City as a result of the Property Owner's failure to maintain the treatment measure(s).

### **SECTION 9: INDEMNIFICATION**

The Property Owner shall indemnify, hold harmless and defend the City and its authorized agents, officers, officials and employees from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, claims and payments, including attorney fees claimed or which might arise or be

asserted against the City that are alleged or proven to result or arise from the construction, presence, existence or maintenance of the treatment measure(s) by the Property Owner or the City. In the event a claim is asserted against the City, its authorized agents, officers, officials or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents, officers, officials or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith. This section shall not apply to any claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, claims and payments, including attorney fees claimed which arise due solely to the negligence or willful misconduct of the City.

### SECTION 10: NO ADDITIONAL LIABILITY

It is the intent of this agreement to insure the proper maintenance of the treatment measure(s) by the Property Owner; provided, however, that this Agreement shall 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 storm water runoff.

### SECTION 11: PERFORMANCE FINANCIAL ASSURANCE

The City may request the Property Owner to provide a performance bond, security or other appropriate financial assurance providing for the maintenance of the stormwater treatment measure(s) pursuant to the City's ordinances, guidelines, criteria or written direction.

### **SECTION 12: TRANSFER OF PROPERTY**

This Agreement shall run with the title to the land and any portion thereof. The Property Owner further agrees whenever the Property or any portion thereof is held, sold, conveyed or otherwise transferred, it shall be subject to this Agreement which shall apply to, bind and be obligatory to all present and subsequent owners of the Property or any portion thereof.

### **SECTION 13: SEVERABILITY**

The provisions of this Agreement shall be severable and if any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision is adjudged invalid or unconstitutional by a court of competent jurisdiction, or the applicability to any Property Owner is held invalid, this shall not affect or invalidate the remainder of any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision of this Agreement.

### **SECTION 14: RECORDATION**

This Agreement shall be recorded by the Property Owner within ten (10) days after the execution date of this Agreement in the County Recorder's Office of the County of San Mateo, California at the Property Owner's expense. The City reserves the option to record this Agreement.

### **SECTION 15: RELEASE OF AGREEMENT**

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

### **SECTION 16: EFFECTIVE DATE AND MODIFICATION**

This Agreement is effective upon the date of execution as stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the City and the Property -Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

City of Foster City

Norm Dorais, Public Works Director

AREOF VI US PILGRIM-TRITON LLC,

a Dela vare limited liability company

By: Name:

Title:

### NOTARY ACKNOWLEDGMENTS

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 Los Angeles)
On July 13, 2018 before me Alexandra Mullin, Notary Public (insert name and title of the officer) personally appeared
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 Mates)
On July 30, 2018 before me delena Cappells, Notary Rube (insert name and title of the officer) personally appeared , 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)  YELENA K. CAPPELLO Notary Public - California San Mateo County Commission # 2241186 My Comm. Expires May 5, 2022

### Exhibit A

### **Legal Description**

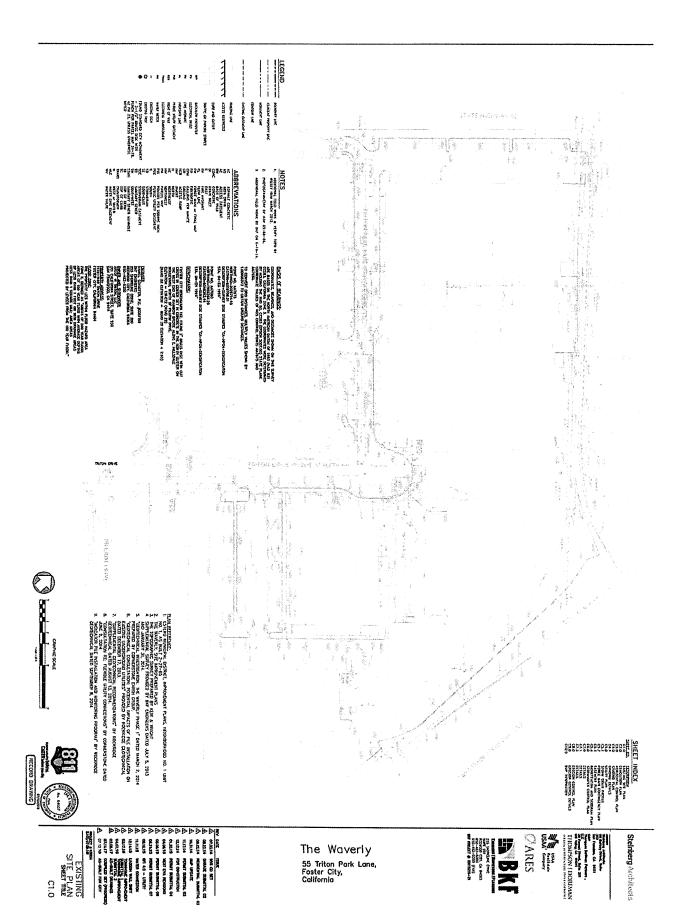
The Land referred to herein is situated in the State of California, County of San Mateo, City of Foster City, described as follows:

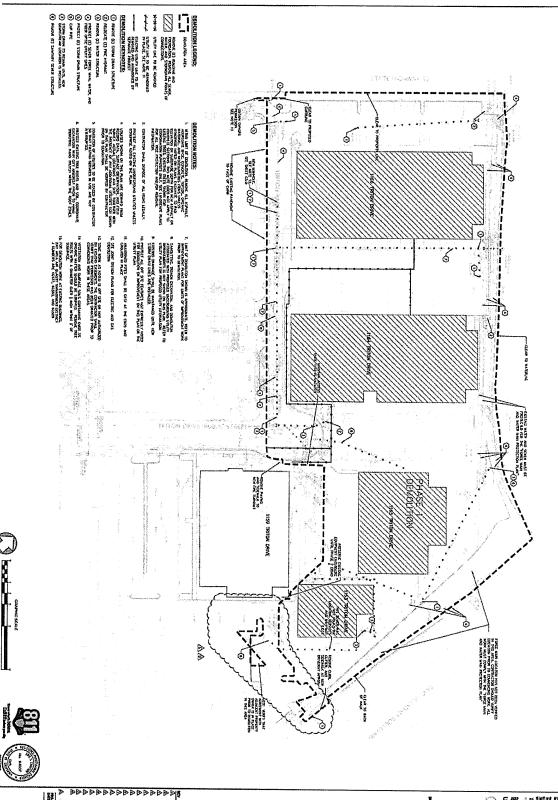
All of Parcel A, as shown on that certain map entitled "Parcel Map 01-15, The Waverly", filed June 2, 2015 in Book 82 of Parcel Maps at Pages 3 to 8, San Mateo County records.

### Exhibit B

### Reduced Copy of Plan

See copy attached



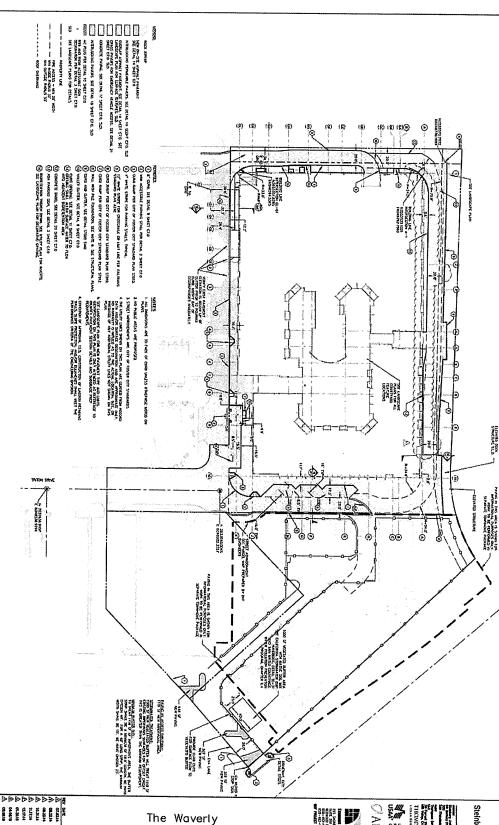








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The Waverly
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Steinberg Architects

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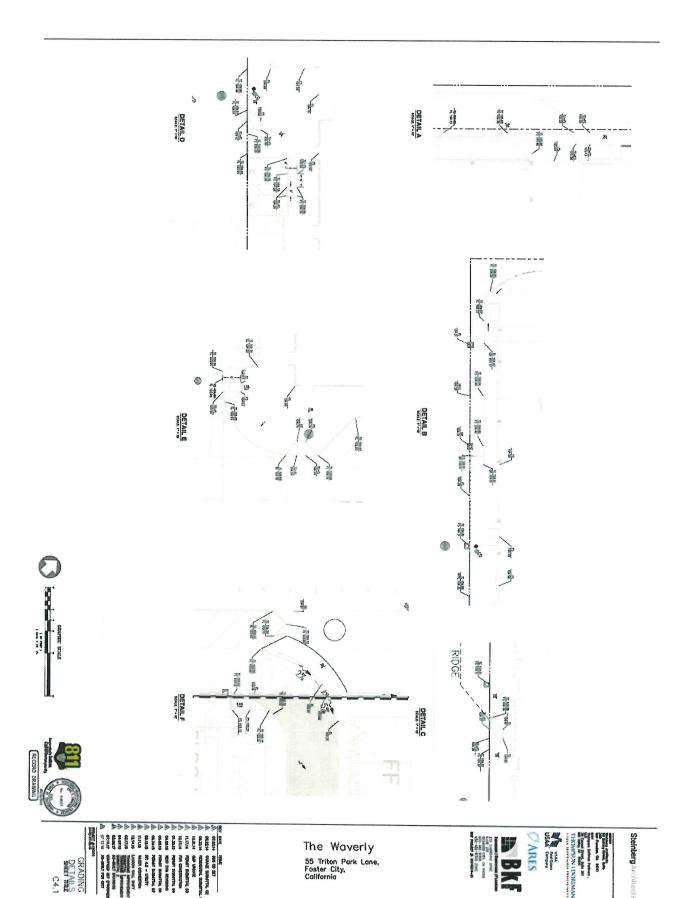
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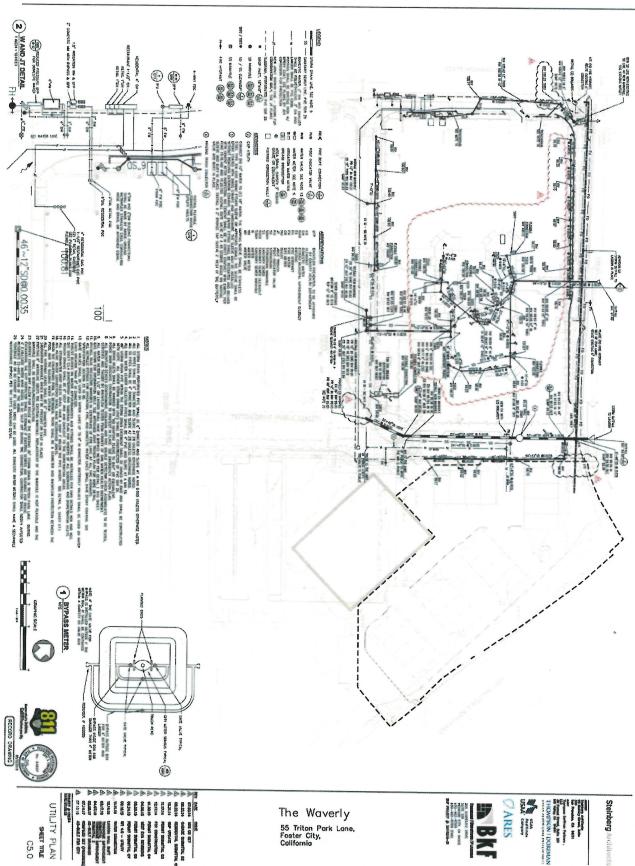






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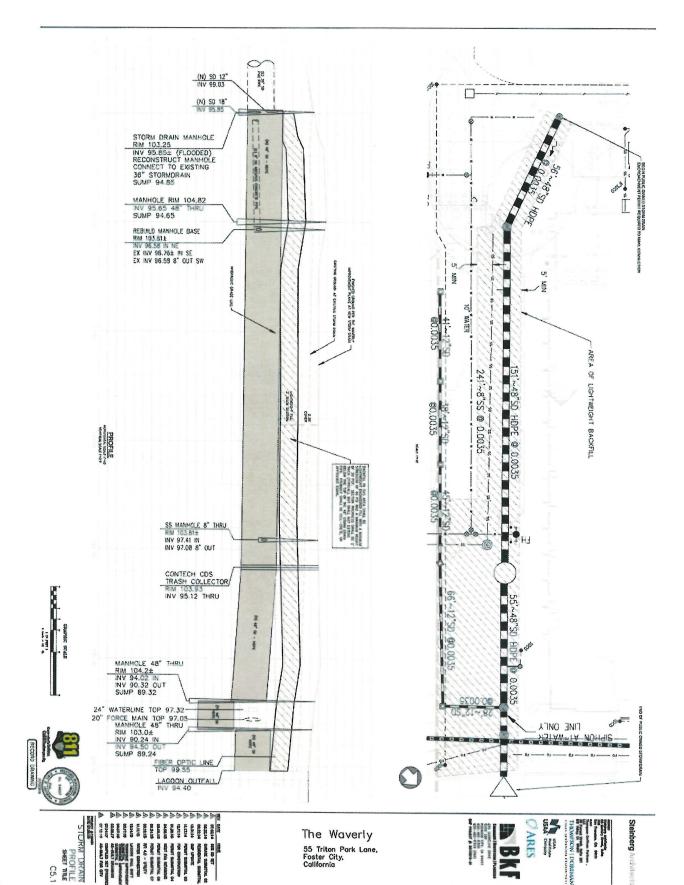


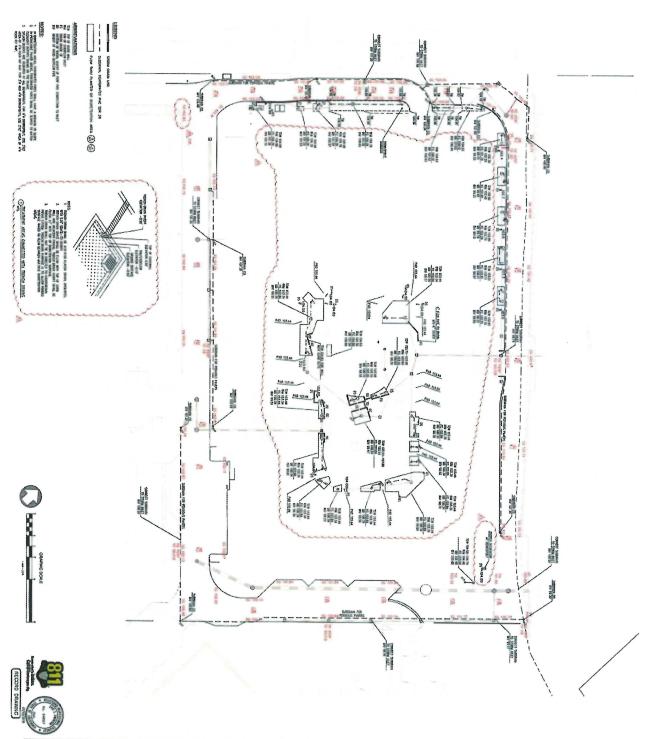
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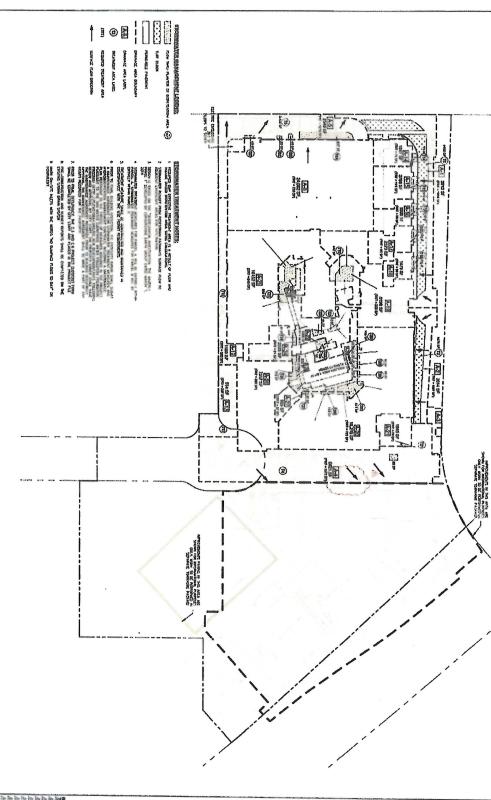














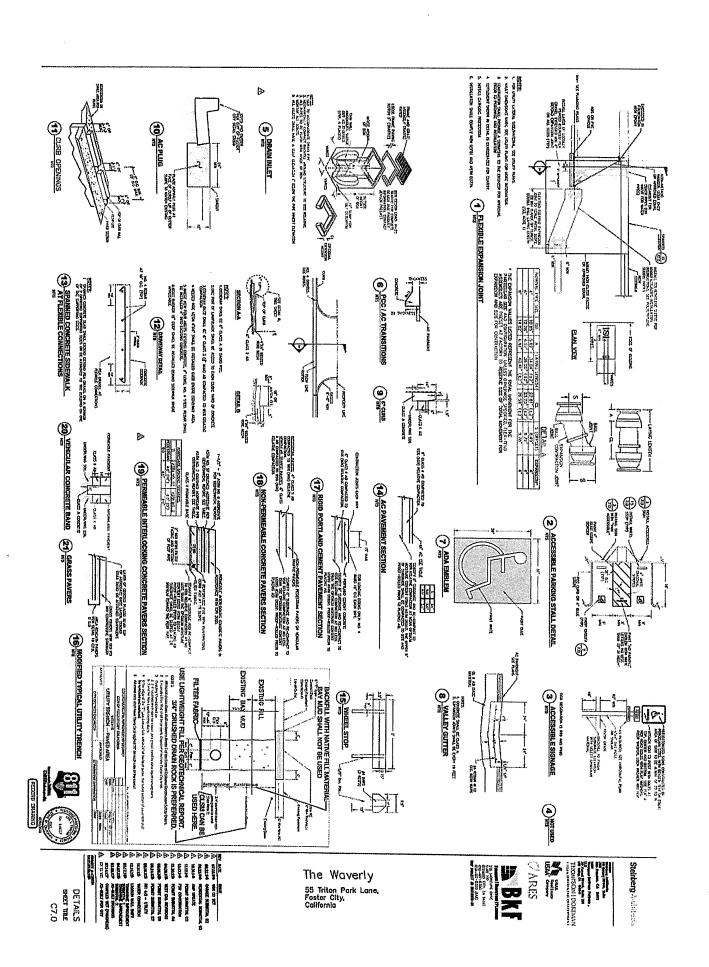


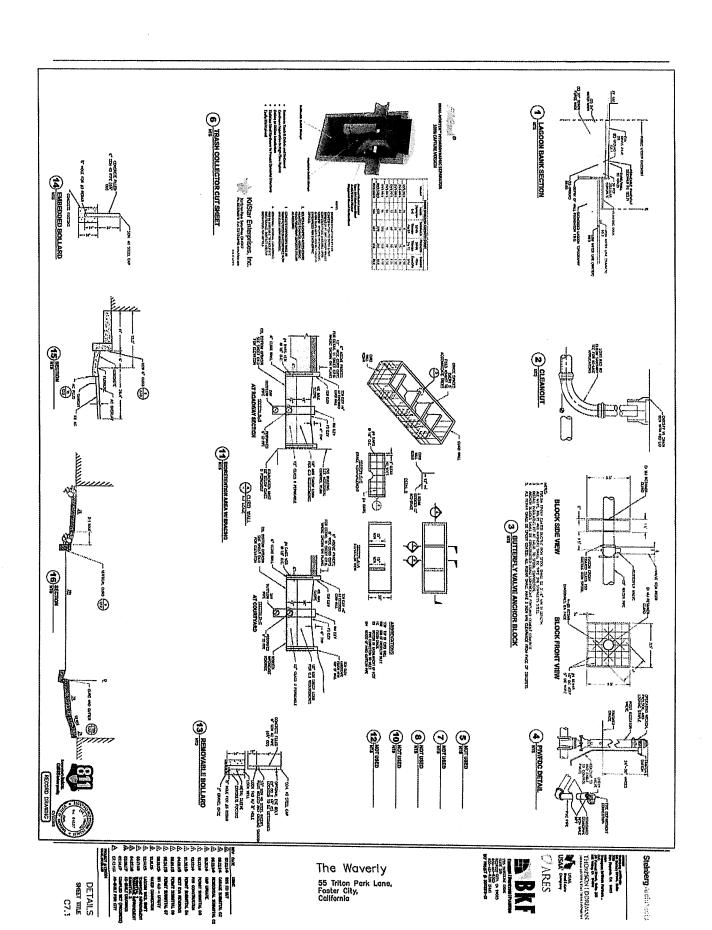
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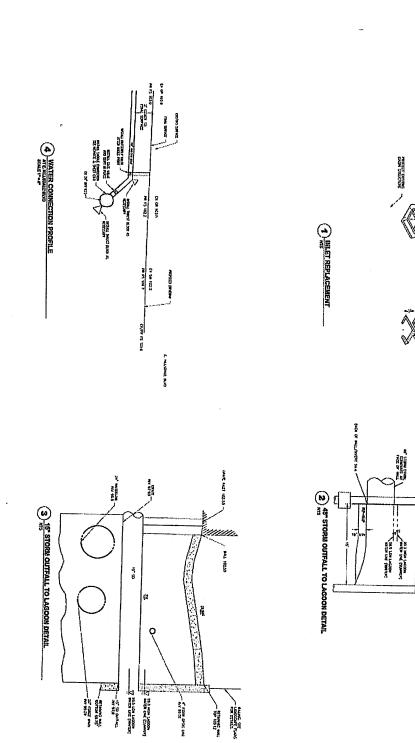
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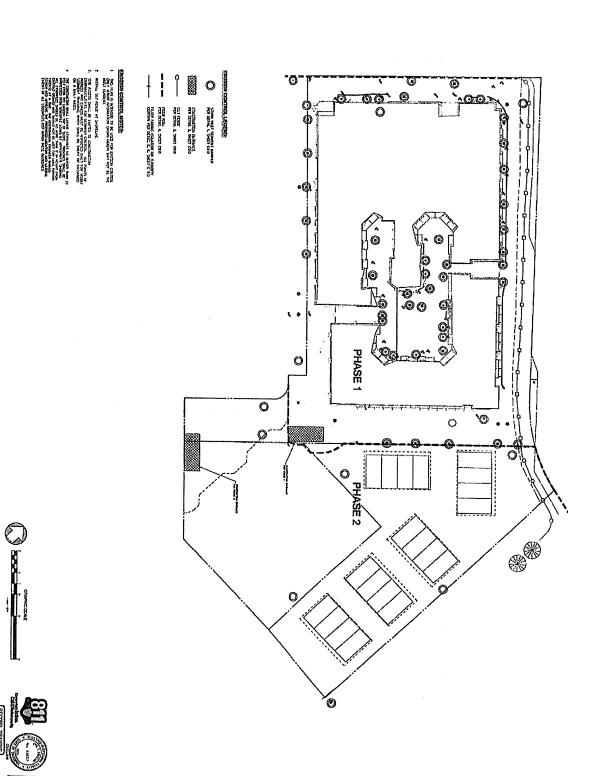
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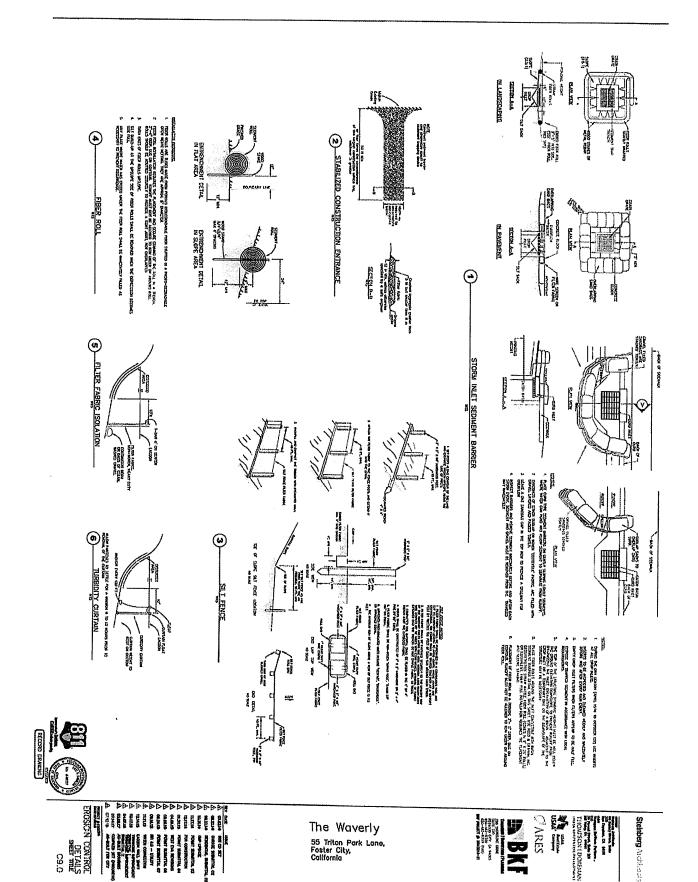
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# Construction Best Management Practices (BMPs)

Water Pollution
Prevention Program

Clean Water, insulting Community

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



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

Earthwork & Contaminated

Paving/Asphalt Work



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Landscape Materials

The Waverly

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BMP INFORMATION

### Exhibit C

### Maintenance Plan

See copy attached

### Flow-Through Planter Maintenance Plan for The Waverly

7/28/17



Flow-through planters are designed to treat and temporarily detain runoff without allowing seepage into the underlying soil. They typically receive runoff via downspouts leading from the roofs of adjacent buildings.

Project Address and Cross Streets: 55 Triton Park Lane Foster City, CA 94404		
Assessor's Parcel No.: 09	4-010-570	
Property Owner: Areof VI US Pilgrim-Triton		
Phone No.: 650-437-2039		
Designated Contact:	Jasmine Vo (Property Manager	
Phone No.: 650-437-2039		
Mailing Address: 55 Triton P	ark Lane Foster City, CA 94404	

The property contains 26 flow-through planter(s), located as shown in Exhibit B.

### I. Routine Maintenance Activities

The principal maintenance objectives are to ensure that water flows unimpeded into the flow-through planter and landscaping remains attractive in appearance. Table 1 shows the routine maintenance activities, and the frequency at which they will be conducted.

Table 1				
	Routine Maintenance Activities for Flow-Through Pla	nters		
No.	Maintenance Task	Frequency of Task		
1	Evaluate health of trees and groundcover. Remove and replace all dead and diseased vegetation. Treat vegetation using preventative and low-toxic methods.	Twice a year		
2	Maintain vegetation and the irrigation system. Prune and weed to keep flow-through planter neat and orderly in appearance.	As needed		
3	Check that mulch is at appropriate depth (3 inches per soil specifications) and replenish as necessary.	Monthly		
4	Check that soil is at appropriate depth. Till or replace soil as necessary to maintain a minimum of 6 inches between top of mulch and overflow weir.	Before wet season and as necessary		
5	Remove accumulated sediment, litter and debris from flow-through planter and dispose of properly. Confirm that no clogging will occur and that the box will drain within three to four hours.	Before wet season and as necessary		
6	Inspect flow-through planter to ensure that there are no clogs. Test with garden hose to confirm that the planter will drain within three to four hours.	Monthly during the wet season, and as needed after storm events		
7	Inspect downspouts from rooftops and sheet flow from paved areas to ensure flow to planter box is unimpeded. Remove debris and repair damaged pipes. Check splash blocks or rocks and repair, replace and replenish as necessary.	Monthly during the wet season, and as needed after storm events		
8	Inspect overflow pipe to ensure that it will safely convey excess flows to storm drain. Repair or replace any damaged or disconnected piping.	Before the wet season, and as necessary		

NDS Appr

Flow-Through Pla	anter Maintenance	Plan
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Property Address: 55 Triton Park Lane Foster City, CA 94404

Date of Inspection:
Treatment Measure No.:

Table 1 Routine Maintenance Activities for Flow-Through Planters		
9	Inspect flow-through planter to ensure that box is structurally sound (no cracks or leaks). Repair as necessary.	Annually
10	Inspect flow-through planter using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material

### II. Prohibitions

The use of pesticides and quick release fertilizers shall be minimized, and the principles of integrated pest management (IPM) followed:

- 1. Employ non-chemical controls (biological, physical and cultural controls) before using chemicals to treat a pest problem.
- 2. Prune plants properly and at the appropriate time of year.
- 3. Provide adequate irrigation for landscape plants. Do not over water.
- 4. Limit fertilizer use unless soil testing indicates a deficiency. Slow-release or organic fertilizer is preferable. Check with municipality for specific requirements.
- 5. Pest control should avoid harming non-target organisms, or negatively affecting air and water quality and public health. Apply chemical controls only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, apply the least toxic and the least persistent pesticide that will provide adequate pest control. Do not apply pesticides on a prescheduled basis.
- 6. Sweep up spilled fertilizer and pesticides. Do not wash away or bury such spills.
- 7. Do not over apply pesticide. Spray only where the infestation exists. Follow the manufacturer's instructions for mixing and applying materials.
- 8. Only licensed, trained pesticide applicators shall apply pesticides.
- 9. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides into runoff. With the exception of pre-emergent pesticides, avoid application if rain is expected.
- 10. Unwanted/unused pesticides shall be disposed as hazardous waste.

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the San Mateo County Mosquito Abatement District (SMCMAD), as needed for assistance. Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the SMCMAD, and then only by a licensed professional or contractor. Contact information for SMCMAD is provided below.

### III. Mosquito Abatement Contact Information

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

### IV. Inspections

Flow-Through Planter Maintenance Plan	Date of Inspection:	
Property Address: 55 Triton Park Lane Foster City, CA 94404	Treatment Measure No.:	

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

Flow-Through	Planter	Maintenance	Plan
1 low introdgin	1 IMITEO	Manitorianio	1 101

Property Address: 55 Triton Park Lane Foster City, CA 94404

Date of Inspection:	
Treatment Measure	No.:

### Flow-Through Planter Inspection and Maintenance Checklist

Property Address:	55 Triton Park Lane Foster Ci	ty, CA 94404	Prope	rty Owner: Areof VI US Pile	grim-Triton
	re No.: Date of Ins	pection:	Type of Inspection	:   Monthly	
E. J. CW. C.				☐ After heavy runoff ☐	
End of Wet Seaso Inspector(s):				☐ Other:	
Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted note when it will be	Results Expected When Maintenance Is Performed	

		γ		T
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. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
2. Soil	Soil too deep or too shallow.			Soil is at proper depth (per soil specifications) for optimum filtration and flow.
3. Mulch	Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 3 inches in depth.			All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 3 inches.
4. Sediment, Trash and Debris Accumulation	Sediment, trash and debris accumulated in the flow-through planter. Planter does not drain as specified.			Sediment, trash and debris removed from flow-through planter and disposed of properly. Planter drains within 3-4 hours.
5. Clogs	Soil too deep or too shallow. Sediment, trash and debris accumulated in the flow-through planter. Planter does not drain within five days after rainfall.			Planter drains per design specifications.
6. Downspouts and Sheet Flow	Flow to planter is impeded. Downspouts are clogged or pipes are damaged. Splash blocks and rocks in need of repair, replacement or replenishment.			Downspouts and sheet flow is conveyed efficiently to the planter.
7. Overflow Pipe	Does not safely convey excess flows to storm drain. Piping damaged or disconnected.			Overflow pipe conveys excess flow to storm drain efficiently.
8. Structural Soundness	Planter is cracked, leaking or falling apart.			Cracks and leaks are repaired and planter is structurally sound.
9. Miscellaneous	Any condition not covered above that needs attention in order for the flow-through			Meet the design specifications.

Flow-Through Plante	r Maintenance Plan
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Property Address: <u>55 Triton Park Lane Foster City</u>, <u>CA 94404</u>

Date of Inspection:	
Treatment Measure No.:	

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
	planter to function as designed.			

Flow-Through	Planter	M	ainte	nan	се	Plan			

Property Address:	55	Triton	Dark	Lane	Eactor	City	$\triangle$	0440	л
Toperty Address.	<u> </u>	HILOH	rain	Lane	1.02(6)	City,	CA	9440	<u>+</u>

Date of Inspection:
Treatment Measure No.:

### Pervious Paving Maintenance Plan for Triton Pointe 7/28/17

Project Address and Cross Streets: 55 Triton Park Lane Foster City, CA 94404

Assessor's Parcel No.: _0	094-010-570	
Property Owner: Areof V	/I US Pilgrim-Triton	Phone No.: 650-437-2039
Designated Contact:	Jasmine Vo	_Phone No.: <u>650-437-2039</u>
Mailing Address: 55 Trito	on Park Lane Foster City, CA 94404	

The property contains 6 pervious paving area(s), located as shown in Exhibit B.

### I. Routine Maintenance Activities

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

	Table 1 Routine Maintenance Activities for Pervious Paving Areas					
No.	Maintenance Task	Frequency of Task				
1	Check for sediment and debris accumulation. Prevent soil from washing or blowing onto the pavement. Do not store sand, soil, mulch or other landscaping materials on pervious pavement surfaces.	Two to four times annually				
2	Conduct preventative surface cleaning, using commercially available regenerative air or vacuum sweepers, to remove sediment and debris.	Two to four times annually				
3	Inspect for any signs of pavement failure. Repair any surface deformations or broken pavers. Replace missing joint filler in PICP.	Two to four times annually				
4	Check for standing water on the pavement surface within 30 minutes after a storm event.	Two to four times annually				
5	Inspect underdrain outlets and cleanouts, preferably before the wet season. Remove trash/debris.	Two to four times annually				
6	Remove sediment and debris accumulation on pervious pavement.	Two to four times annually				
7	Remove weeds. Mow vegetation in grid pavements (such as turf block) as needed.	As needed				
8	Perform restorative surface cleaning with a vacuum sweeper, and/or reconstruction of part of the pervious surface to restore surface permeability as needed. Replenish aggregate in PICP joints or grids as needed after restorative surface cleaning.	As needed				
9	Power washing with simultaneous vacuuming also can be used to restore surface infiltration to highly clogged areas of pervious concrete, porous asphalt or PICP, but is not recommended for grid pavements.	As needed				
10	Inspect pervious paving area using the attached inspection checklist.	Quarterly or as needed				

Flow-Through Planter Maintenance Plan	Date of Inspection:
Property Address: 55 Triton Park Lane Foster City, CA 94404	Treatment Measure No.:
Pervious Pavement Maintenance Plan	Date of Inspection:
Property Address: 55 Triton Park Lane Foster City, CA 94404	Treatment Measure No.:

### II. Prohibitions

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

### III. Mosquito Abatement

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

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

### IV. Inspections

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

# Pervious Pavement Inspection and Maintenance Checklist

Pre-Wet Season End of Wet Season Property Owner: Areof VI US Pilgrim-Triton Monthly After heavy runoff Other: Type of Inspection: Date of Inspection: Property Address: 55 Triton Park Lane Foster City, CA 94404 Treatment Measure No.: Inspector(s):\_

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
1. Standing Water	Water stands in the pervious pavement and does not drain within 30 minutes after storm event			There should be no areas of standing water once storm event has ceased. Restorative surface cleaning with a vacuum sweeper and/or reconstruction of part of the pervious surface may be required.
2. Trash, or Sediment and Debris Accumulation	Trash, sediment or debris accumulated on pervious pavement			Trash and debris removed from pervious pavement and disposed of properly. Adjacent areas do not contribute to sediment and debris.
3. Damage	Surface deformation or broken pavers			Surface restored; no deformation or broken pavers.
4. Vegetation	Weeds growing on pervious pavement			No weeds on pervious pavement.
5. Underdrain Outlets	Water accumulates due to trash/sediment accumulation in outlets.			No standing water observed. Clean underdrain outlets and cleanouts.
5. Miscellaneous	Any condition not covered above that needs attention in order for the pervious pavement to function as designed.			Meets the design specifications.

### Vegetated Buffer Strip Maintenance Plan for The Waverly

7/28/17



Vegetated Buffer Strips are vegetated surfaces that are designed to treat sheet flow from adjacent surfaces. They function by slowing runoff velocities and allowing sediment and other pollutants to settle and by providing some infiltration into underlying soils.

	Streets: 55 Triton F	Park Lane Foster City, Ca	A 94404
Assessor's Parcel No.: 09	4-010-570		
Property Owner: Areof VI I	JS Pilgrim-Triton	Phone No.:_ <sup>650-437-</sup>	2039
Designated Contact:	Jasmine Vo	Phone No.:_	650-437-2039
Mailing Address: 55 Triton	Park Lane Foster Cty, CA	94404	

The property contains 1 vegetated buffer strip(s), located as described below and as shown in the attached site plan:

 Vegetated Buffer Strip No. 1 is located adjacent to the access driveway on the southeast side of the property.

### I. Routine Maintenance Activities

BKF-WC vol 4 Eng 1 F115216-21 The Waverly DCCS 06 Deston 6 Storm Drain System Stormwater Report. Maintenance Acceptage

The principal maintenance objective for vegetated buffer strips is to achieve the pollutant removal efficiency of the buffer strip, as designed, by maintaining a dense, healthy vegetated cover. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

Table 1 Routine Maintenance Activities for Vegetated Buffer Strips					
No.	Maintenance Task	Frequency of Task			
1	Mow turf grass to 6 inches. Remove grass cuttings. Avoid producing ruts when mowing.	Twice Yearly			
2	Irrigate during dry weather.	Temporary measure; no irrigation provided			

Property Address: 55 Triton Park Lane Foster City, CA 94404 Treatment Measure No.:

	Table 1 Routine Maintenance Activities for Vegetated Buffer Strips						
3	Remove obstructions and trash from vegetated buffer strip and dispose of properly.	Monthly, or as needed					
4	Inspect buffer strip to check for erosion and sediment and debris accumulation. Dispose of sediment and debris properly.	Twice a year: 1) one inspection at the end of the wet season in order to plan and schedule summer					
4 (cont.)		maintenance, 2) the other inspection after periods of heavy runoff					
5	Remove sediment accumulating near culverts and in channels when it builds up to 75 millimeters (3 inches) at any spot, or if it covers vegetation. Dispose of sediment properly.	As needed					
6	Inspect buffer strip using the attached inspection checklist.	Monthly, or as needed					

### II. **Prohibitions**

The use of pesticides and quick release fertilizers shall be minimized, and the principles of integrated pest management (IPM) followed:

- Employ non-chemical controls (biological, physical and cultural controls) before using chemicals to 11. treat a pest problem.
- 12. Prune plants properly and at the appropriate time of year.
- 13. Provide adequate irrigation for landscape plants. Do not over water.
- 14. Limit fertilizer use unless soil testing indicates a deficiency. Slow-release or organic fertilizer is preferable. Check with municipality for specific requirements.
- 15. Pest control should avoid harming non-target organisms, or negatively affecting air and water quality and public health. Apply chemical controls only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, apply the least toxic and the least persistent pesticide that will provide adequate pest control. Do not apply pesticides on a prescheduled basis.
- Sweep up spilled fertilizer and pesticides. Do not wash away or bury such spills. 16.
- 17. Do not over apply pesticide. Spray only where the infestation exists. Follow the manufacturer's instructions for mixing and applying materials.
- Only licensed, trained pesticide applicators shall apply pesticides. 18.
- 19. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides into runoff. With the exception of pre-emergent pesticides, avoid application if rain is expected.
- 20. Unwanted/unused pesticides shall be disposed as hazardous waste.

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the San Mateo County Mosquito Abatement District (SMCMAD), as needed for assistance. Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the SMCMAD, and then only by a licensed professional or contractor. Contact information for SMCMAD is provided below.

### Ш. Mosquito Abatement Contact Information

San Mateo County Mosquito Abatement District

Vegetated Buffer Strip Maintenance Plan	Date of Inspection:
Property Address: 55 Triton Park Lane Foster City,	CA 94404Treatment Measure No.:

1351 Rollins Road Burlingame, CA 94010

PH:(650) 344-8592 FAX: (650) 344-3843

Email: info@smcmad.org

### IV. Inspections

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

## Vegetated Buffer Strip Inspection and Maintenance Checklist

Property Address:	55 Triton Park Lane Foster City, CA 94404	4	Property Owner: Areof VI US Pilgrim-Triton	US Pilgrim-Triton
Treatment Measure No.:	No.: Date of Inspection:	Туре	Type of Inspection:     Monthly   After heavy	☐ Pre-Wet Season
Inspector(s):			☐ Other:	THIOTH II FIND OF WEL SEASON
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. Sediment Accumulation on Vegetation	Sediment accumulating near culverts and/or in channels builds up to 75 millimeters (3 inches) at any spot, or it covers vegetation	·		Remove accumulated sediment deposits. When finished, buffer strip should be level from side to side and drain freely toward outlet. There should be no areas of standing water once inflow has ceased. Dispose of sediment properly.
2. Standing Water	Water stands in the buffer strip between storms and does not drain within five days after rainfall.			There should be no areas of standing water once inflow has ceased. Any of the following may apply: sediment or trash blockages removed, improved grade from head to foot of buffer strip, removed clogged check dams, added underdrains or converted to a wet buffer strip.
3. Flow spreader (if any)	Flow spreader uneven or clogged such that flows are not uniformly distributed through entire buffer strip width.			Spreader leveled and cleaned so that flows are spread evenly over entire buffer strip width.
4. Constant Baseflow	When small quantities of water continually flow through the buffer strip, even when it has been dry for weeks, and an eroded, muddy channel has formed in the buffer strip bottom.			No eroded, muddy channel on the bottom. A low-flow pea-gravel drain may be added the length of the buffer strip.
5. Poor Vegetation Coverage	When planted vegetation is sparse or bare or eroded, patches occur in more than 10% of the buffer strip bottom.			Vegetation coverage in more than 90% of the buffer strip bottom. Determine why growth of planted vegetation is poor and correct that condition. Replant with plugs of vegetation from the upper slope: plant in the buffer strip bottom at 8-inch intervals, or reseed into loosened, fertile soil.

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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
6. Vegetation	When the planted vegetation becomes excessively tall; when nuisance weeds and other vegetation start to take over.			Vegetation mowed per specifications or maintenance plan, or nuisance vegetation removed so that flow is not impeded. Vegetation should never be mowed lower than the design flow depth. Remove clippings from the buffer strip and dispose appropriately.
7. Excessive Shading	Growth of planted vegetation is poor because sunlight does not reach buffer strip.			Healthy growth of planted vegetation. If possible, trim back over-hanging limbs and remove brushy vegetation on adjacent slopes.
8. Inlet/Outlet	Inlet/outlet areas clogged with sediment and/or debris.			Material removed so that there is no clogging or blockage in the inlet and outlet areas.
9. Trash and Debris Accumulation	Trash and debris accumulated in the buffer strip.			Trash and debris removed from buffer strip. Dispose of trash and debris properly.
10. Erosion/ Scouring	Eroded or scoured buffer strip bottom due to flow channelization, or higher flows.			No erosion or scouring in buffer strip bottom. For ruts or bare areas less than 12 inches wide, repair the damaged area by filling with crushed gravel. If bare areas are large, generally greater than 12 inches wide, the buffer strip should be re-graded and re-seeded. For smaller bare areas, overseed when bare spots are evident, or take plugs of grass from the upper slope and plant in the buffer strip bottom at 8-inch intervals.
11. Miscellaneous	Any condition not covered above that needs attention in order for the vegetated buffer strip to function as designed.			Meet the design specifications.

### Stormwater Treatment Measure Operation and Maintenance Annual Inspection Report to the City of Foster City, California

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

I. Prope	rty Information:		
Property Addre	ess or APN:55 Triton Park Lane Foster Cit	ty, CA 94404	
Property Owne	Cr: _ Areof VI US Pilgrim-Triton		
II. Conta	ct Information:		
Name of perso	n to contact regarding this report:	nine V0	
Phone number	of contact person: 650-437-2039	Email: JVO@LegacyPartners.com	
	ich correspondence regarding this repor	t should be directed:	
Triton Apart	ments C/O Property Manager		
55 Triton Park La	ane Foster City, CA 94404		
This report, wi	th the attached completed inspection che ment measures during the time period fi		maintenance of the
IV. Storm	water Treatment Measure Informa	ation:	
	stormwater treatment measures (identif e and are subject to the Maintenance A		the property
Identifying Number of Treatment Measure	Type of Treatment Measure	Location of Treatment Measure on the Property	
Phone number  Address to whith Triton Apart  55 Triton Park Land  III. Report  This report, with identified treat  IV. Storm  The following identified above  Identifying Number of Treatment	of contact person: 650-437-2039 ich correspondence regarding this reportments C/O Property Manager ane Foster City, CA 94404 ting Period: th the attached completed inspection chament measures during the time period filter than the stormwater treatment measures (identification and are subject to the Maintenance A	Email: JVO@LegacyPartners.com  t should be directed:  ecklists, documents the inspections and romto  ation: ied treatment measures) are located on greement: Location of Treatment Measure on	

V.	Summary	of Ins	pections	and	Maintenance:
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Summarize the following information using the attached Inspection and Maintenance Checklists:

Identifying Number of Treatment Measure	Date of Inspection	Operation and Maintenance Activities Performed and Date(s) Conducted	Additional Comments
tal amour	iment Removal: at of accumulated s cubic yard	ediment removed from the stormwaters.	· treatment measure(s) dur
	diment disposed?		
,	landfill		
	other leastion o	n-site as described in and allowed by	the maintenance plan
	other location o	n-site as described in and anowed by	me mannenance pian

VII.

**Inspector Information:** 

	2 E - levres an	d Address	
nspector Name and Title	Inspector's Employer an	d Address	
•			_
w O-rtification:			t turn and
III. Certification: hereby certify, under penalty o	f periury, that the information	presented in this report as	nd attachments is true and
hereby certity, under penalty of omplete:	i posjasj,		
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Signature of Property Owner or	Other Responsible Party	Date	
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Гуре or Print Name			
Company Name			
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Phone number:	Email:		
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