

Attachment 4

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of San Bruno)
567 El Camino Real)
San Bruno, CA 94066)
Attention: City Clerk)
)

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

**STORMWATER TREATMENT MEASURES
MAINTENANCE AGREEMENT
1400, 1450, 1500 Bayhill Drive, San Bruno**

THIS STORMWATER TREATMENT MEASURES MAINTENANCE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2022 (“Effective Date”), by and between the CITY OF SAN BRUNO, a California general law city and municipal corporation (“City”) and GOOGLE LLC, a Delaware limited liability company (“Property Owner”) with reference to the following facts:

RECITALS

A. On November 19, 2015, the Regional Water Quality Control Board, San Francisco Bay Region, adopted Order R-2015-0049, amending the San Mateo Countywide NPDES Municipal Stormwater Permit No. CAS612008 (the “NPDES Permit”); and

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

C. The Property Owner is the owner of real property situated in the City of San Bruno, County of San Mateo, State of California, located at 1400, 1450, and 1500 Bayhill Drive, and more particularly described in the legal description in **Exhibit “A”**, attached hereto and incorporated herein by reference (the “Property”); and

D. Attached hereto as **Exhibit “B”**, and incorporated herein by this reference, is a legible reduced-scale copy of the site plan, which has been approved and is on file with the City of San Bruno Public Works, showing the stormwater treatment measure(s) that are to be located or to be constructed on the Property, hereinafter referred to as the “Stormwater Control Plan”; and

E. Attached hereto as **Exhibit “C”** and incorporated herein by this reference, is a “Sample Inspection Report, Bioretention, Flow-Through Planter, and Rainwater Harvesting

System Maintenance Plan, and Inspection and Maintenance Checklist” (the “Inspection and Maintenance Checklist”) which describes the Property Owner’s maintenance activities to be performed pursuant to this Agreement; and

F. The City is the permittee public agency with jurisdiction over the Property; and

G. The Property Owner recognizes that the stormwater treatment measure(s) more particularly described and shown on the Stormwater Control Plan must be installed and maintained as indicated in this Agreement and as required by the NPDES Permit or other regulatory agencies having jurisdiction; and

H. The City and 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 Stormwater Control Plan be constructed and maintained on the Property; and

I. The City’s Stormwater Management Ordinance, Stormwater related guidelines, criteria and other written directions (“City Stormwater Regulations”) require that the stormwater treatment measure(s), as shown on the approved Stormwater Control Plan, be constructed and maintained by the Property Owner.

AGREEMENT

NOW, THEREFORE, in consideration of the benefit received by the Property Owner as a result of the City’s approval of the Stormwater Control Plan, the Property Owner hereby covenants and agrees with the City as follows:

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

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:

a. A signed statement from a public entity assuming permanent post-construction responsibility for treatment measure maintenance and that the treatment measures meet all local agency design standards; or

b. 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

c. Written text in project conditions, covenants and restrictions (“CC&Rs”) for residential properties assigning O&M responsibilities to the homeowners association for O&M of the treatment measures; or

d. Any other legally enforceable agreement or mechanism that assigns responsibility for the maintenance of treatment measures.

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 its effectiveness, and shall, at Property Owner’s sole expense, adequately maintain the stormwater treatment measure(s) in good working order acceptable to the City and in accordance with the Stormwater Control Plan and Inspection and Maintenance Checklist, attached as Exhibit C. 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 as set forth in the Stormwater Control Plan, but does not include measures installed by the City. 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 Inspection and Maintenance Checklist shall include a detailed description of and schedule for long-term maintenance activities of the stormwater treatment measures.

4. Sediment Management. Sediment accumulation resulting from the normal operation of the stormwater treatment measure(s) 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. Any disposal or removal of accumulated sediments or debris shall be in compliance with all federal, state and local law and regulations.

5. Annual Inspection and Report. The Property Owner shall, on an annual basis, complete a Treatment Measure Operation and Maintenance Inspection Report (“Annual Report”). The Annual Report shall include all completed Inspection and Maintenance Checklists for the reporting period and shall be submitted to the City in order to verify that inspection and maintenance of the applicable stormwater treatment measure(s) have been conducted pursuant to this Agreement. The Annual Report shall be submitted no later than April 1 of each year for the previous calendar year (January 1 through December 31), under penalty of perjury, to Office of the City Engineer, 567 El Camino Real, San Bruno, CA 94066 or another member of the City staff as directed by the City. Property Owner shall pay all costs and expenses of the inspections. The Property Owner shall provide in the Annual Report a record of the volume of all accumulated sediment removed as a result of the treatment measure(s). The Property Owner shall conduct a minimum of one (1) annual inspection of the stormwater treatment measure(s) before the wet season. This inspection shall occur between August 1st and October 1st each year. More frequent inspections may be required. The results of inspections shall be recorded on the Annual Inspection Report.

In the event Property Owner fails to file the Annual Report required under this Agreement in a form acceptable to the City, the City and its authorized agents and employees, with reasonable notice, may enter the Property and take whatever steps it deems necessary and appropriate to inspect the Property. It is expressly understood and agreed that the City is under no obligation to inspect, maintain or repair the treatment measure(s) that were not installed by the City, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. 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 the stormwater treatment measures are properly maintained and continue to operate as originally designed and approved.

a. Rainwater Collection/Reuse. The use of locally sourced rain/storm water shall be in compliance with the California Plumbing Code Section 1506.7 On-Site Treated Non-potable Gray Water Devices and Systems. Devices or equipment used to treat on-site treated non-potable gray water to maintain the minimum water quality requirements determined by the City Building Official including: shall be appropriately listed or labeled, (third-party certified) by a listing agency, and (accredited conformity assessment body) or approved for the intended application. Devices or equipment used to treat on-site treated non-potable gray water for use in the water closet and urinal flushing, surface irrigation, and similar applications shall comply with NSF 350 or approved by the City Building Official. The City Building Official will be ultimately responsible for the review and approval of the building plans, including the alternate water collection, treatment, storage and distribution system, as well as all cross-connection control feature implementation. Ongoing required cross-connection shut-down tests shall be provided prior to use of the system and on a yearly basis for a minimum initial term of 5 years, and additionally as required by the City Building Official.

7. 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, after providing at least 48 hours' notice for non-emergency situations and complying with the Property Owner's reasonable security access requirements, assess or observe the stormwater treatment measure(s) in order to ensure that the stormwater 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 Stormwater Regulations, or the San Mateo Countywide NPDES Municipal Stormwater Permit (Regional Board Order R2-2015-0049, as amended by Regional Board Order R2-2019-0004, and any amendments or re-issuances of the NPDES Permit) is occurring, has occurred or threatens to occur. Subject to the above notice and security access requirements 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 City Stormwater Regulations. 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.

8. Failure to Maintain Treatment Measures. In the event the Property Owner fails to maintain the stormwater treatment measure(s) as shown on the approved Stormwater Control Plan in good working order acceptable to the City and in accordance with the Inspection and Maintenance Checklist, the City, and its authorized agents and employees with reasonable notice, may enter the Property during normal business hours, except in an emergency or when otherwise necessary outside of such hours, and take whatever steps it deems necessary and appropriate to return the stormwater 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 stormwater treatment measure(s) and in no event shall this Agreement be construed to impose any such obligation on the City.

9. Reimbursement of the City Expenditures. In the event the City, pursuant to this Agreement, performs work of any nature (direct or indirect), including any inspections, re-inspections or any actions it deems necessary or appropriate to return the stormwater treatment measure(s) in good working order as indicated in Section 8, 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 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 stormwater treatment measure(s). The Property Owner's obligations under this Section 9 shall survive expiration or earlier termination of this Agreement.

10. Indemnification. The Property Owner shall indemnify, hold harmless and defend the City and its authorized agents, officers, officials and employees ("City Indemnified Parties") from and against any and all third party claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, 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 stormwater treatment measure(s) by the Property Owner or the City (collectively, "Claim"). In the event such a Claim is asserted against the City or City Indemnified Parties, 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 or City Indemnified Parties shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith. This section shall not apply to any Claim which arises due to the gross negligence or willful misconduct of the City or City Indemnified Parties. This Section 10 includes any and all present and future Claims arising out of or in any way

connected with Property Owner's or its contractors' or subcontractors' obligations to comply with any applicable State Labor Code requirements and implementing regulations of the Department of Industrial Relations pertaining to "public works" (collectively, "Prevailing Wage Laws"), including but not limited to all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code sections 1726 and 1781. The Property Owner's obligations under this Section 10 shall survive expiration or earlier termination of this Agreement.

11. No Additional Liability. It is the intent of this Agreement to ensure the proper maintenance of the stormwater 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 stormwater runoff.

12. 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 Stormwater Regulations.

13. Transfer of Property; Release. 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. Upon transfer of title to the Property subject to this Agreement, the prior owner(s) shall be liable for the obligations under this Agreement only for and to the extent such obligations and liabilities under this Agreement arose during the period of such prior owner's ownership and shall be released from any and all obligations and liabilities that arose under this Agreement from and after the date of transfer. If the nature of the claim is such that it is not patently clear from the information available to the City at the time of filing whether or to what extent the obligation or liability arose during any particular owner's ownership, the City has the right to file claims against prior owners, and it shall be the obligation of such owner (or owners) to prove affirmatively that such claim did not arise during the term of ownership. In addition, this release is intended to relate only to the obligations and liabilities under this Agreement and is not intended to, in any way, act as a release of the Developer from any other claims the City may have against the Developer on other grounds.

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

For City:

City of San Bruno
567 El Camino Real
San Bruno, CA 94066
Attn: City Manager

For Property Owner:

Google LLC
Attn: San Bruno Real Estate
1600 Amphitheatre Parkway
Mountain View, CA 94043

With a copy to:

City of San Bruno
567 El Camino Real
San Bruno, CA 94066
Attn: City Attorney

With a copy to:

Allen Matkins Leck Gamble Mallory & Natsis LLP
Three Embarcadero Center, 12th Floor
San Francisco, CA 94111
Attn: David H. Blackwell, Esq.

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

15. Waiver. Waiver by City of any breach of one or more of these terms, covenants or conditions of this Agreement or any default in the performance of any obligations under this Agreement shall not be construed as waiver of any other term, covenant, condition, or obligation, nor shall a waiver of any incident of breach or default constitute a continuing waiver of the same.

16. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

17. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

18. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it, embody the entire agreement and understanding between the parties relating to the subject matter of it. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

19. 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.

20. Covenant Running with the Land. This Agreement will be recorded by the City in the County Recorder's Office of the County of San Mateo, California at the Property Owner's expense. The covenants and agreements contained herein shall be deemed to be covenants running with title to the land for the benefit of the City and its successors.

21. 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 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 Agreement. The stormwater treatment measure(s) shall not be removed from the Property unless such a release is so executed and recorded.

22. 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.

23. Assignment By Developer Prior to Project Completion. Prior to the completion of the initial construction of the Project, as evidenced by issuance of a certificate of occupancy by the City, the Developer may only assign this Agreement with prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. The documentation of such assignment shall be in the form of an assignment and assumption agreement acceptable to the City.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Property Owner have executed this Agreement as of the Effective Date.

<p><u>PROPERTY OWNER</u></p> <p>GOOGLE LLC, a Delaware Limited Liability Company</p> <p>By: _____ Josh Portner Director, Real Estate District Development</p> <p><i>[Signature must be notarized]</i></p>	<p><u>CITY</u></p> <p>CITY OF SAN BRUNO, a municipal corporation</p> <p>_____ Jovan D. Grogan, City Manager <i>[Signature must be notarized]</i></p> <p>APPROVED AS TO FORM:</p> <p>By: _____ Trisha Ortiz, Interim City Attorney</p> <p>ATTEST:</p> <p>By: _____ Vicky Hasha, Deputy City Clerk</p>
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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 _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, 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)

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 _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, 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)

EXHIBIT A
Legal Description of Property

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

PARCEL A:

PARCEL "A" AS SHOWN ON LOT LINE OF ADJUSTMENT, AS EVIDENCED BY
DOCUMENT RECORDED OCTOBER 01, 2008 AS INSTRUMENT NO. [2008-110098](#) OF
OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 5 OF LOT 1, AS SHOWN ON THE MAP ENTITLED
"BAYHILL CENTER", FILED OCTOBER 11, 1972 IN [BOOK 78 OF MAPS AT PAGES
36 THROUGH 39](#), AND LOT 3, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED
NOVEMBER 19, 1975 IN [BOOK 29 OF PARCEL MAPS AT PAGE 38](#), SAN MATEO
COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID BLOCK 5, SAID
POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF
CHERRY AVENUE; THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 5,
SOUTH 57° 13' 02" WEST, 288.07 FEET TO THE POINT OF BEGINNING; THENCE
LEAVING SAID NORTHERLY LINE, SOUTH 24° 38' 44" EAST, 438.18 FEET;
THENCE SOUTH 65° 21' 16" WEST, 398.19 FEET; THENCE SOUTH 05° 54' 57" EAST,
82.14 FEET TO A POINT ON THE RIGHT OF WAY LINE OF BAYHILL DRIVE;
THENCE ALONG SAID RIGHT OF WAY LINE AND BLOCK 5 (78 MAPS 36-39),
SOUTH 84° 05' 03" WEST, 22.50 FEET; THENCE CONTINUING ALONG LAST SAID
LINE, SOUTH 05° 54' 57" EAST, 119.30 FEET TO THE MOST NORTHERLY CORNER
OF SAID LOT 3 (29 PARCEL MAPS 38);

THENCE ALONG THE EXTERIOR LINE OF SAID LOT 3 (29 PARCEL MAPS 38),
THE FOLLOWING (7) SEVEN COURSES:

- 1) SOUTH 05° 54' 57" EAST, 91.19 FEET;
- 2) NORTH 84° 05' 03" EAST, 45.00 FEET;
- 3) SOUTH 05° 54' 57" EAST, 372.19 FEET;
- 4) SOUTH 81° 15' 48" WEST, 35.50 FEET;
- 5) NORTH 64° 16' 00" WEST, 16.46 FEET;
- 6) NORTH 15° 49' 05" WEST, 164.58 FEET;
- 7) NORTH 43° 14' 36" WEST, 285.54 FEET TO THE MOST SOUTHERLY CORNER OF
SAID BLOCK 5 (78 MAPS 36-39);

THENCE ALONG THE EXTERIOR LINE OF SAID LOT 1 (78 MAPS 36-39), THE
FOLLOWING (5) FIVE COURSES:

- 1) NORTH 43° 14' 36" WEST, 39.92 FEET;
- 2) NORTH 06° 01' 15" EAST, 459.27 FEET;

- 3) NORTH 32° 34' 46" EAST, 168.57 FEET;
- 4) NORTH 48° 24' 08" EAST, 303.35 FEET;
- 5) NORTH 57° 13' 02" EAST, 47.86 FEET TO THE POINT OF BEGINNING.

PARCEL B:

PARCEL "B" AS SHOWN ON LOT LINE OF ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED OCTOBER 01, 2008 AS INSTRUMENT NO. [2008-110098](#) OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 5 OF LOT 1, AS SHOWN ON THE MAP ENTITLED "BAYHILL CENTER," FILED OCTOBER 11, 1972 IN [BOOK 78 OF MAPS AT PAGES 36 THROUGH 39](#), SAN MATEO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID BLOCK 5, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CHERRY AVENUE;

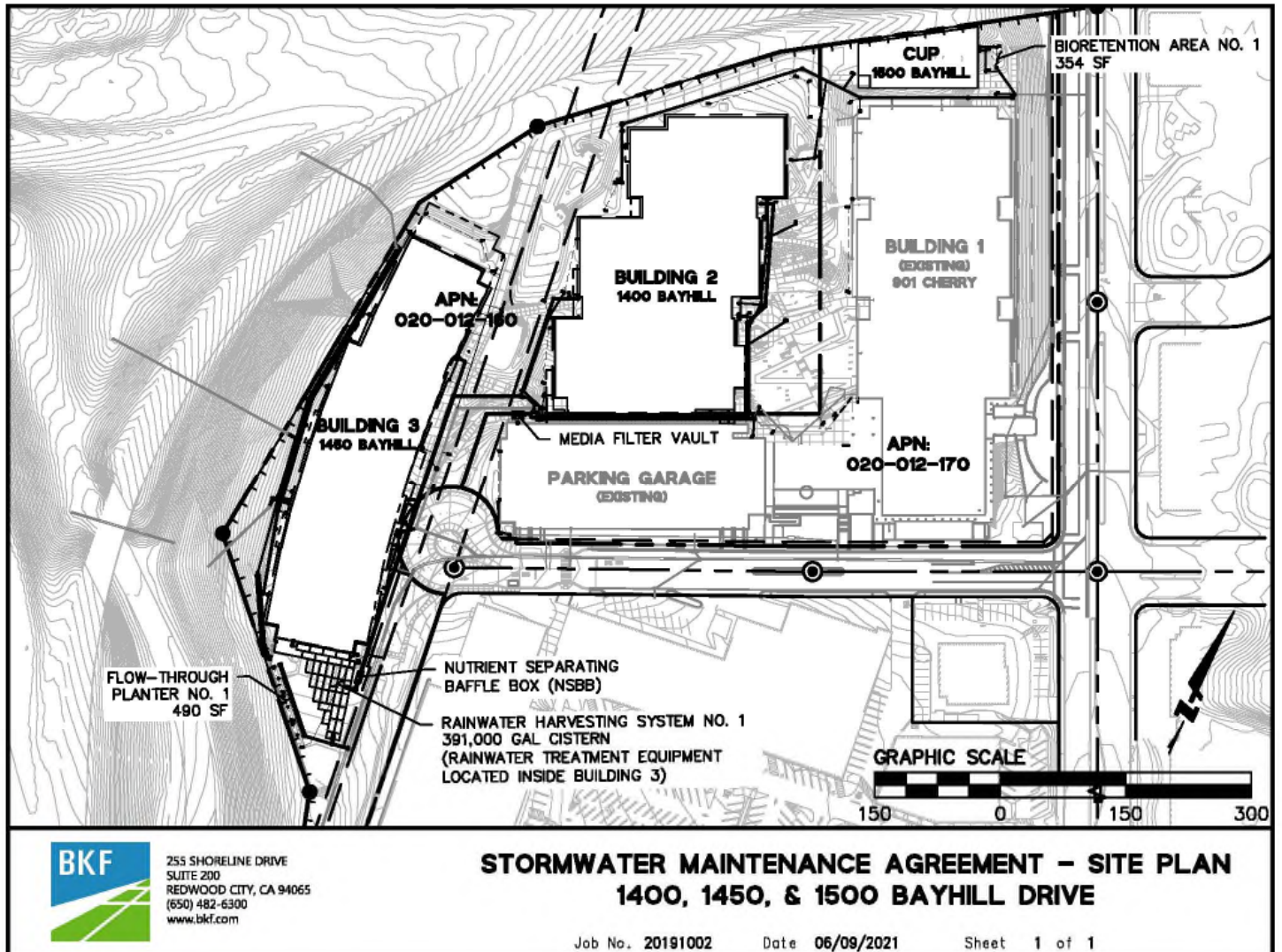
THENCE ALONG THE EXTERIOR LINES OF BLOCK 5 THE FOLLOWING (7) SEVEN COURSES:

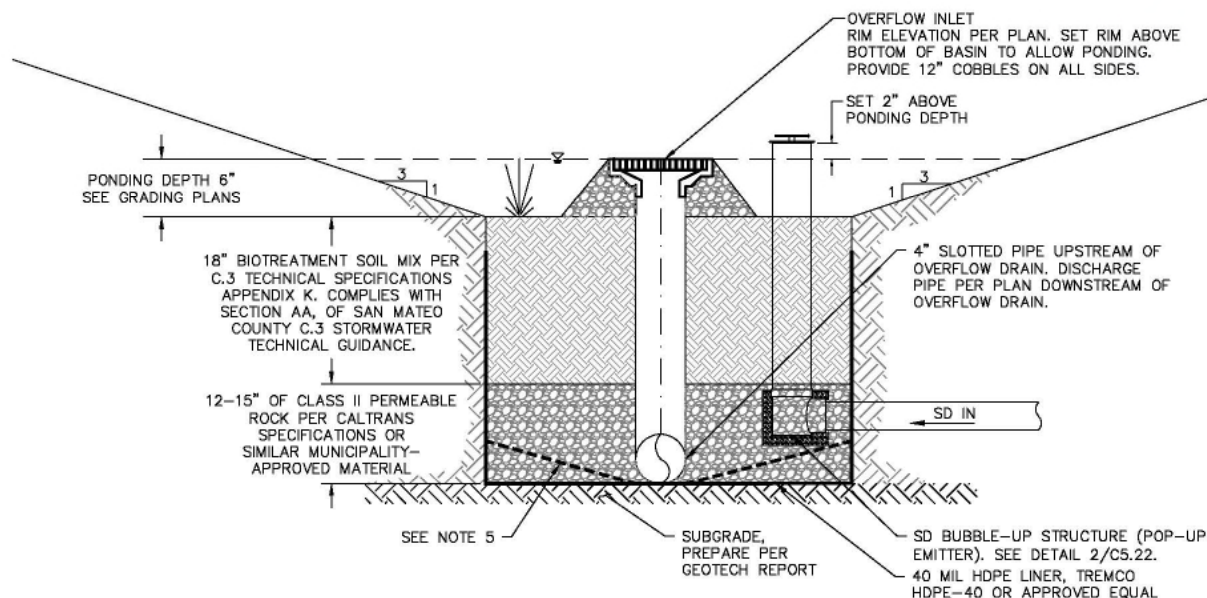
- 1) SOUTH 24° 38' 44" EAST, 617.61 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET;
- 2) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 31.42 FEET;
- 3) SOUTH 65° 21' 16" WEST, 283.84 FEET;
- 4) SOUTH 65° 58' 57" WEST, 369.45 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 28.00 FEET;
- 5) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108° 06' 06", AN ARC DISTANCE OF 52.83 FEET;
- 6) NORTH 05° 54' 57" WEST, 34.42 FEET;
- 7) SOUTH 84° 05' 03" WEST, 22.50 FEET;

THENCE LEAVING SAID EXTERIOR LINE NORTH 05° 54' 57" WEST, 82.14 FEET; THENCE NORTH 65° 21' 16" EAST, 398.19 FEET; THENCE NORTH 24° 38' 44" WEST, 438.18 FEET TO A POINT ON THE NORTHERLY LINE OF SAID BLOCK 5; THENCE ALONG SAID NORTHERLY LINE, NORTH 57° 13' 02" EAST, 288.07 FEET TO THE POINT OF BEGINNING.

APN: 020-012-160 (Affects Parcel A) and 020-012-170 (Affects Parcel B)
JPN: 020-001-012-013A and 020-001-012-011A

EXHIBIT B
Stormwater Control Plan





NOTES:

1. SEAL ALL PIPE PENETRATIONS THRU HDPE LINER PER MANUFACTURE INSTRUCTIONS TO PROVIDE A WATERTIGHT SEAL. USE TREMCO PARASEAL PARA JT TAPE (2-SIDED BUTYL TAPE) AND TREMCO PARASEAL PERMANENT SEAM TAPE.
2. BIO-RETENTION SIDE SLOPES SHALL BE CONSTRUCTED FROM COMPACTED NATIVE SOIL AS APPROVED BY THE GEOTECHNICAL ENGINEER. BIO-RETENTION SOIL MIX SHALL BE PLACED ONLY WITHIN THE FLAT BOTTOM AREA OF THE BIO-RETENTION BASIN.
3. CONTRACTOR SHALL CONTACT CIVIL ENGINEER FOR OBSERVATION OF PERFORATED PIPE LAYOUT (PRIOR TO BACKFILL) AND OVERFLOW INLET INSTALLATION. PROVIDE 2 DAYS MINIMUM NOTICE.
4. CONTRACTOR SHALL EXERCISE EXTREME CARE TO MAINTAIN INTEGRITY OF HDPE LINER. CONTRACTOR SHALL REPAIR PUNCTURES OR DAMAGE WITH TREMCO PARASEAL PARA JT TAPE (2-SIDED BUTYL TAPE) AND TREMCO PARASEAL PERMANENT SEAM TAPE.
5. DEPRESS LINER AT LOW POINT/OUTLET TO ALLOW WATER TO DRAIN OUT OF PLANTER.
6. FITTINGS ARE SCHEMATIC. CONFIRM SIZING AND DIMENSIONS WITH MANUFACTURER.
7. DETAILS SHOW APPROXIMATE LAYOUT OF PERFORATED PIPE, OVERFLOW INLETS, AND BUBBLE-UP STRUCTURES. REFER TO UTILITY PLAN FOR EXACT LOCATIONS. REFER TO HORIZONTAL CONTROL AND GRADING PLANS FOR ADDITIONAL INFORMATION.

BIORETENTION AREA

EXHIBIT C
Inspection and Maintenance Checklist

1400, 1450, & 1500 Bayhill Drive

Stormwater Treatment Measure Operation and Maintenance

Inspection Report to the City of San Bruno , California

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

I. Property Information:

Property Address or APN: 020-012-160 & 020-012-170

Property Owner: Google, LLC

II. Contact Information:

Name of person to contact regarding this report: _____

Phone number of contact person: _____ Email: _____

Address to which correspondence regarding this report should be directed:
1600 Amphitheater Pkwy
Mountain View, CA 94043

III. Reporting Period:

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

IV. Stormwater Treatment Measure Information:

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

Identifying Number of Treatment Measure	Type of Treatment Measure	Location of Treatment Measure on the Property
1	Bioretention	East of CUP (1500 Bayhill)
1	Flow-Through Planter	South of Building 3
1	Rainwater Harvesting System	South of Building 3
1	Media Filter Vault	Southeast of Building 2

V. Summary of Inspections and Maintenance:

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

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

VI. Sediment Removal:

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

How was sediment disposed?

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

1400, 1450, & 1500 Bayhill Drive

VII. Inspector Information:

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

Inspector Name and Title	Inspector's Employer and Address

VIII. Certification:

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

Signature of Property Owner or Other Responsible Party

Date

Type or Print Name

Company Name

Address

Phone number: _____ Email: _____

**Bioretention Area¹ Maintenance Plan for
1400, 1450, & 1500 Bayhill Drive**

01/07/2022



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

Project Address and Cross Streets

1400, 1450, & 1500 Bayhill Drive
(end of Bayhill Drive cul-de-sac)

Assessor's Parcel No. **020-012-170**

Property Owner: **Google, LLC**

Phone No.: _____

Designated Contact: _____

Phone No.: _____

Mailing Address: **1600 Amphitheatre Pkwy**
Mountain View, CA 94043

The property contains 1 bioretention area(s), located as described below and as shown in the attached site plan².

- **Bioretention Area No. 1** is located east of the Central Utility Plant (1500 Bayhill).

I. Routine Maintenance Activities

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

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

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

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

Bioretention Area Maintenance Plan
Property Address: 1400, 1450, & 1500 Bayhill Dr.

Date of Inspection: _____
Treatment Measure No.: _____

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

II. Prohibitions

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

III. Mosquito Abatement

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

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

IV. Inspections

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

Bioretention Area Inspection and Maintenance Checklist

Property Address: 1400, 1450, & 1500 Bayhill Drive

Property Owner:

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

Defect	Conditions When Maintenance Is Needed	Maintenance Needed (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, indicate when it will be done)	Results Expected When Maintenance Is Performed
1. Standing Water	When water stands in the bioretention area 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 bioretention area, or added underdrains.
2. Trash and Debris Accumulation	Trash and debris accumulated in the bioretention area.			Trash and debris removed from bioretention area and disposed of properly.
3. Sediment	Evidence of sedimentation in bioretention area.			Material removed so that there is no clogging or blockage. Material is disposed of properly.
4. Erosion	Channels have formed around inlets, there are areas of bare soil, and/or other evidence of erosion.			Obstructions and sediment removed so that water flows freely and disperses over a wide area. Obstructions and sediment are disposed of properly.
5. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
6. 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.
7. Miscellaneous	Any condition not covered above that needs attention in order for the bioretention area to function as designed.			Meet the design specifications.

**Flow-Through Planter Maintenance Plan for
1400, 1450, & 1500 Bayhill Drive**

01/07/2022



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

1400, 1450, & 1500 Bayhill Drive

(end of Bayhill Drive cul-de-sac)

Assessor's Parcel No. 020-012-160

Property Owner: Google, LLC

Phone No.: _____

Designated Contact: _____

Phone No.: _____

Mailing Address: 1600 Amphitheatre Pkwy
Mountain View, CA 94043

The property contains 1 flow-through planter(s), located as described below and as shown in the attached site plan:

- **Flow-Through Planter No. 1** is located south of Building 3 (1450 Bayhill), at the back wall of the loading dock. The flow-through planter consists of 3 separate precast boxes.

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 Planters		
No.	Maintenance Task	Frequency of Task
1	Evaluate health of trees and groundcover. Remove and replace all dead and diseased vegetation.	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 3" deep and replenish as necessary. It is recommended that composted arbor mulch be applied once per year to maintain the 3" depth in all bare soil areas except within six inches of tree trunks.	As needed

Flow-Through Planter Maintenance Plan
Property Address: 1400, 1450, & 1500 Bayhill Dr.

Date of Inspection: _____
Treatment Measure No.: _____

Table 1 Routine Maintenance Activities for Flow-Through Planters		
4.	Check that soil is at appropriate depth. Till or replace soil with the approved biotreatment soil mix 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
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

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

III. Mosquito Abatement

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

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

Flow-Through Planter Maintenance Plan
Property Address: 1400, 1450, & 1500 Bayhill Dr.

Date of Inspection: _____
Treatment Measure No.: _____

IV. Inspections

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
Inspection and Maintenance Checklist**

Property Address: 1400, 1450, & 1500 Bayhill Dr Property Owner: _____

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

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. 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 8-4 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 flow 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 planter to function as designed.			Meet the design specifications.

Flow-Through Planter Maintenance Plan - Page 4

**Rainwater Harvesting Systems Maintenance Plan for
1400, 1450, & 1500 Bayhill Drive**

01/07/2022

Project Address and Cross Streets: 1400, 1450, & 1500 Bayhill Drive (end of Bayhill Drive cul-de-sac)

Assessor's Parcel No.: 020-012-160

Property Owner: Google, LLC Phone No.: _____

Designated Contact: _____ Phone No.: _____

Mailing Address: 1600 Amphitheatre Pkwy, Mountain View, CA 94043

The property contains 1 rainwater harvesting system(s), located as described below and as shown in the attached site plan¹.

- **Rainwater Harvesting System No. 1** is located on the southern side of Building 3 (1450 Bayhill).
 - Rainwater Harvesting System No. 1 also utilizes a media filter vault located at the west corner of the existing parking garage and a nutrient separating baffle box at the southeast corner of Building 3 as pre-treatment devices. These devices are to be included routine maintenance.

I. Routine Maintenance Activities

The principal maintenance objective is to prevent sediment buildup and clogging, which reduce rainwater harvesting capacity. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

Table 1 Routine Maintenance Activities for Rainwater Harvesting Systems		
No.	Maintenance Task	Frequency of Task
1	Inspect and clean filters and screens, and replace as needed.	Every 3-6 months
2	Inspect and clean debris from gutters, downspouts, first-flush devices and roof washers.	Every 3-6 months
3	Inspect and verify that disinfection, filters, and other water quality treatment devices are operational, in accordance with manufacturer's recommendations or local jurisdictional requirements.	Every 3-6 months
4	Inspect and clean debris from rainwater gutters, roof surfaces, downspouts, roof washers, and first-flush devices. Remove tree branches and vegetation overhanging roof surfaces.	Every 6 months, or as needed to prevent clogging
5	If rainwater is provided for indoor use, conduct annual water quality testing per the requirements of the local jurisdiction.	Every 3-6 months
6	Inspect all components, including pumps, valves, tanks, backflow prevention systems, and verify operations.	Annually
7	Flush or vacuum cisterns to remove sediment. Drain flushed water to landscaping or sanitary sewer.	Annually
8	Inspect rainwater harvesting systems using the attached inspection checklist.	Quarterly or as needed

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

Rainwater Harvesting Systems Maintenance Plan
Property Address: 1400, 1450, & 1500 Bayhill Dr

Date of Inspection: _____
Treatment Measure No.: _____

II. 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](mailto:info@smcmad.org)

III. Inspections

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

Rainwater Harvesting Systems Inspection and Maintenance Checklist

Property Address: 1400, 1450, & 1500 Bayhill Drive _____ Property Owner: _____

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

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. Sediment and Debris Accumulation	Sediment or debris accumulated in filters, screens, gutters, downspouts, first-flush devices, or roof washers, or on roof or other collection surfaces. Sediment accumulated in cistern(s).			Sediment and debris removed and disposed of properly. Collection surfaces do not contribute sediment and debris.
2. Leaks	Water leaking from system.			No leakage.
3. Water Quality	Treatment system is not working properly.			Treatment system is operational and maintaining minimum water quality requirements.
4. Miscellaneous	Any condition not covered above that needs attention in order for the rainwater harvesting system to function as designed.			Meets the design specifications.

**Manufactured Stormwater Treatment Measure Maintenance Plan for
1400, 1450, 1500 Bayhill Drive**

JANUARY 7, 2022

Manufactured Stormwater Treatment Measures are **PROPRIETARY** treatment devices that tend to be installed below ground and operate using some type of proprietary filter media, hydrodynamic separation, or sedimentation and screening. Common examples of manufactured treatment measures include manufactured media filters, inlet filters or drain inserts, oil/water separators and hydrodynamic separators. In August 2004, the Regional Water Board's Executive Office wrote a letter stating that a project relying on inlet filters or oil/water separators as the sole treatment measure would be unlikely to meet the maximum extent practicable standard of the National Pollutant Discharge Elimination System Permit. See the Countywide C.3 Technical Guidance (www.flowstobay.org) for more information.

Project Address: 1400, 1450, 1500 Bayhill Drive
Assessor's Parcel No.: 020-012-170
Property Owner: Google, LLC, Real Estate Group Phone No.: _____
Designated Contact: _____ Phone No.: _____
Mailing Address: 1600 Amphitheatre Pkwy, Mountain View, CA 94043

The property contains one media filter vault, located near the southeast corner of the 1400 Bayhill Drive building, as shown in the attached site plan.

Description of Media Filter Vault:
Oldcastle Stormwater Solutions, Perk Filter 4' Wide Concrete Vault, (3-7 Cartridge/Stacks)

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

Table 1 Routine Maintenance Activities for Manufactured Treatment Measures		
No.	Maintenance Task	Frequency of Task
1	Inspect for standing water, sediment, trash and debris.	Monthly during rainy season
2	Remove sediment, trash and debris from sedimentation basin, riser pipe and filter bed, using vacuum truck method. Dispose of sediment, trash, filters and debris properly.	As needed
3	Ensure that manufactured treatment measure drains completely within five days.	After major storm events and as needed.
4	Inspect outlets to ensure proper drainage.	Monthly during rainy season, or as needed after storm events
5	Follow manufacturer's guidelines for maintenance and cartridge replacement.	As per manufacturer's specifications.
6	Inspect manufactured treatment measure, using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material

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

Manufactured Treatment Measure Maintenance Plan
Property Address: 1400, 1450, & 1500 Bayhill Drive

Date of Inspection: _____
Treatment Measure No.: _____

II. Prohibitions

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

III. Mosquito Abatement

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

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

IV. Inspections

The attached Treatment Measure Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted. The municipality may contract with qualified inspection companies to perform third-party inspections on its behalf.

**Manufactured Stormwater Treatment Measure
Inspection and Maintenance Checklist**

Property Owner: Google, LLC, Real Estate Group Property Address: 1400, 1450, & 1500 Bayhill Drive

Date of Inspection: _____ Type of Inspection: ☐ Monthly ☐ Pre-Wet Season
☐ After heavy runoff ☐ End of Wet Season
☐ Third-Party Inspection/Maintenance Company

System Type: MEDIA FILTRATION

Installer/Contractor: _____

Manufacturer: CLDCASTLE STORMWATER SOLUTIONS Inspector Name(s): _____

Third-Party Inspection Company: _____ Email address of Third-Party Inspector: _____

Phone number of Third-Party Inspector: _____ Before & after photos (date stamped) provided to Municipality (Required): ☐ Yes

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, trash and debris accumulation on Filter	Sediment, trash and debris accumulated in the sedimentation basin, riser pipe, retention pipes and filter bed. Filter does not drain as specified.			Sediment, trash and debris removed from sedimentation basin, riser pipe and filter bed and disposed of properly. Filter drains per design specifications. Empty cartridge should be reassembled and reinstalled.
2. Standing water	Manufactured treatment measure does not drain within five days after rainfall.			Clogs removed from filters, sedimentation basin, riser pipe and filter bed. Filter drains per design specifications.
3. Mosquitoes	Evidence of mosquito larvae in manufactured treatment measure.			Clogs removed from sedimentation basin, riser pipe and filter bed. Filter drains per design specifications.
4. Miscellaneous	Any condition not covered above that needs attention in order for the manufactured treatment measure to function as designed.			Meet the design specifications.