

Exhibit F - Stormwater Maintenance Agreement

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of South San Francisco)
400 Grand Avenue)
South San Francisco, California 94080)
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

Address: 988 El Camino Real
APNs: 011-325-030, 011-325-070, 011-325-260, and 011-014-280

RECITALS

This Stormwater Treatment Measures Maintenance Agreement (“Agreement”) is entered into this _____ by and between **the City of South San Francisco**, a municipal corporation (“City”) and **SHAC 988 ECR Apartments LLC**, a Delaware limited liability company, (collectively “Property Owner”), a property owner of real property described in this Agreement.

WHEREAS, On November 19, 2015, the Regional Water Quality Control Board, San Francisco Bay Region, adopted Order R2-2015-00249 (NPDES Permit No. CAS612008), amending the Municipal Regional Stormwater NPDES Permit applicable to the City (“NPDES permit”); and

WHEREAS, Provision C.3.h. of this NPDES permit, and as it may be amended or reissued, requires the City and other permittee public agencies to implement an Operation and Maintenance Verification Program (“O&M Verification Program”) to ensure that all required stormwater treatment measures are properly installed and maintained by the owner, buyer or lessee of real property containing a “Regulated Project” as defined in Provision C.3.b.ii of the NPDES permit; and

WHEREAS, the Property Owner is the owner of real property commonly known as **988 El Camino Real**, hereinafter the “Property”, and more particularly described in the attached legal description **Exhibit A**.

WHEREAS, the Property is a “Regulated Project” as defined in Provision C.3.b.ii. of the NPDES permit; and

WHEREAS, attached hereto as **Exhibit B** is a legible reduced-scale copy of the Site Plan showing the stormwater treatment measures that are to be located or to be constructed on the Property; and

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

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WHEREAS, the Property Owner recognizes that the stormwater treatment measure(s) more particularly described and shown on **Exhibit C**, of which full-scale plans and any amendments thereto are on file with the Planning Department of the City of South San Francisco must be installed and maintained as indicated in this Agreement and as required by the NPDES permit; and

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 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, 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 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 **as of the date hereof** 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 installation, operation and maintenance of stormwater treatment measures as set forth in this Agreement until the Property 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 maintenance 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) This Agreement shall be recorded in the Official Records of the San Mateo County.
- 4) Any other legally enforceable agreement or mechanism that assigns responsibility for the maintenance of treatment measures.

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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 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 maintenance plan agreed hereto and attached as *Exhibit D*. 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: 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, 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: ANNUAL INSPECTION AND REPORT

The Property Owner shall, on an annual basis, complete the Treatment Measure Operation and Maintenance Inspection Report (annual report), attached to this agreement as *Exhibit E*. 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 December 31st of each year to *Environmental Compliance Supervisor, Department of Environmental Compliance, South San Francisco / San Bruno WQCP, 195 Belle Air Road, South San Francisco, CA 94080* or another member of the City staff as directed by the City. 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 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 by the maintenance plan, *Exhibit D*. The results of inspections shall be recorded on the Inspection and Maintenance Checklist(s) attached as *Exhibit F*.

SECTION 6: NECESSARY CHANGES AND MODIFICATIONS

At its sole expense, the Property Owner shall make changes or modifications to the stormwater treatment measure(s) and/or the long-term maintenance plan, *Exhibit D* 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.

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SECTION 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, 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 NPDES permit (Regional Board Order No. R2-2015-0049, 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 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 Site Plan in good working order acceptable to the City and in accordance with the maintenance plan incorporated in the Agreement within 60 days after written notice by City of such failure, 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 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 9: 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 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, 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 10: 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,

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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) as shown on the Site Plan 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 reasonable 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 11: 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 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's ordinances, guidelines, criteria or written direction.

SECTION 13: 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 14: 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 15: RECORDATION

This Agreement shall be recorded by the Property Owner within **30** 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 16: RELEASE OF AGREEMENT

In the event that the City determines that the stormwater treatment measures located on the

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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 17: 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.

SECTION 18: LIENS NOT IMPAIRED

No breach of the covenants or terms of this Agreement or any enforcement thereof shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, now or hereafter executed upon the Property or any portion thereof. None of the covenants or terms of this Agreement shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that any such covenant or term shall be binding upon and effective against the owner of the Property or any portion thereof whose title to the Property or such portion thereof is acquired by foreclosure, trustee's sale or otherwise.

[signatures on the following page]

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CITY OF SOUTH SAN FRANCISCO,
a municipal corporation

By: _____
Charles M. Futrell, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SHAC 988 ECR Apartments LLC,
a Delaware limited liability company

By: SHAC 988 ECR Apartments Venture LLC,
a Delaware limited liability company, its manager

By: SHAC 988 ECR Apartments Manager LLC,
a Delaware limited liability company, its manager

By: SummerHill Apartment Communities,
a California corporation, its managing member

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

3000 Executive Parkway #450, San Ramon, CA

Type or print Owner Address

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Exhibits

Exhibit A – Legal Description of Property

Exhibit B – Site Plan

Exhibit C – Stormwater treatment measures plan

Exhibit D – Maintenance plan

Exhibit E – Standard Treatment Measure Operation and Maintenance Inspection Report

Exhibit F – Inspection and Maintenance Checklists

3165494.2

Exhibit F - Stormwater Maintenance Agreement**LEGAL DESCRIPTION**

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

PARCEL ONE:

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN LANDS FORMERLY OF JAMES L. FLOOD AND THE LANDS OF THE UNITED RAILROAD RIGHT-OF WAY DISTANT THEREON SOUTH 55° 30' EAST 215.23 FEET FROM THE MOST NORTHERLY CORNER OF THE LANDS DESCRIBED IN PARCEL 2 IN DEED FOR HIGHWAY PURPOSES FROM JAMES L. FLOOD TO COUNTY OF SAN MATEO, DATED MARCH 10, 1913 AND RECORDED MAY 19, 1913 IN [BOOK 225 OF DEEDS AT PAGE 14](#), RECORDS OF SAN MATEO COUNTY, CALIFORNIA; RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID DIVIDING LINE SOUTH 55° 30' EAST 193.77 FEET; THENCE SOUTH 47° 20' WEST 68.60 FEET TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE STATE HIGHWAY (NOW EL CAMINO REAL); THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 3033 FEET, A CENTRAL ANGLE OF 3° 11' 49", AN ARC DISTANCE OF 169.23 FEET TO THE SOUTHEASTERLY LINE OF CHESTNUT AVENUE, AT WHICH POINT THE RADIAL BEARING BEARS SOUTH 44° 36' 58" WEST; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF CHESTNUT AVENUE, TANGENT TO THE PROCEEDING COURSE, ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 20 FEET, A CENTRAL ANGLE OF 102° 06' 02", AN ARC DISTANCE OF 35.64 FEET AND NORTH 56° 43' EAST 5.70 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED TO THE CITY OF SOUTH SAN FRANCISCO, A MUNICIPAL CORPORATION IN THAT CERTAIN DEED OF DEDICATION RECORDED SEPTEMBER 19, 1955 IN [BOOK 2878, PAGE 166](#) OF OFFICIAL RECORDS.

PARCEL TWO:

PORTIONS OF PARCELS 5 AND 6, SAN MATEO COUNTY LANDS, DESCRIBED IN THE DEED FROM THE MARKET STREET RAILWAY COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO, RECORDED IN [BOOK 1161 OF OFFICIAL RECORDS AT PAGE 1](#) AND A PORTION OF PARCEL 24 DESCRIBED IN THE DEED FROM THE SPRING VALLEY WATER COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO RECORDED IN [BOOK 491 OF OFFICIAL RECORDS AT PAGE 1](#) IN THE SAN MATEO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF PARCEL D-3106-4C DESCRIBED IN EXHIBIT A-15 ATTACHED TO THE FINAL ORDER OF CONDEMNATION FILED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SAN MATEO, ENTITLED "SAN MATEO COUNTY TRANSIT DISTRICT, PLAINTIFF, VS. CITY AND COUNTY OF SAN FRANCISCO, DEFENDANT," CASE NO. 405695 AND RECORDED FEBRUARY 11, 2004 UNDER RECORDER'S SERIES NO. [2004-025111](#) IN THE SAN MATEO COUNTY RECORDS; THENCE THROUGH THE FOLLOWING NUMBERED COURSES:

- 1) NORTH 54° 47' 38" WEST FOR 362.58 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 3859.53 FEET,
- 2) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 39' 27" FOR AN ARC LENGTH OF 44.29 FEET TO THE SOUTHEASTERLY LINE OF CHESTNUT AVENUE, 112 FEET WIDE,
- 3) SOUTH 57° 58' 43" WEST ALONG SAID AVENUE FOR 91.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 3944.52 FEET FROM WHICH THE RADIUS POINT BEARS NORTH 36° 21' 52" EAST,

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- 4) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 09' 30" FOR AN ARC LENGTH OF 79.75 FEET,
- 5) SOUTH 54° 47' 38" EAST FOR 175.96 FEET TO THE FORMER CENTERLINE OF MISSION ROAD,
- 6) SOUTH 21° 23' 10" EAST ALONG SAID LINE FOR 9.08 FEET,
- 7) SOUTH 54° 47' 38" EAST FOR 179.03 FEET TO THE NORTHWESTERLY LINE OF PARCEL D-3108-4 DESCRIBED IN SAID FINAL ORDER OF CONDEMNATION,
- 8) NORTH 35° 12' 22" EAST ALONG SAID PARCEL AND ALONG SAID PARCEL D-3106-4C FOR 89.99 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

PARCEL 3, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED, "PARCEL MAP OF LANDS OF GIGLI AND LANDS OF PETROCCHI SOUTH SAN FRANCISCO, CALIFORNIA", RECORDED IN DECEMBER 20, 1983 IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, IN [BOOK 54 OF PARCEL MAPS, AT PAGES 15 AND 16](#).

PARCEL FOUR:

BEING PORTIONS OF EL CAMINO REAL AND MISSION ROAD AS EXISTING ON DECEMBER 31, 1983 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE ON THE CENTER LINE OF MISSION ROAD (66 FEET WIDE) AT THE INTERSECTION THEREOF WITH THE SOUTHWESTERLY PROLONGATION OF THE LINE DIVIDING LOTS 39 AND 40, BLOCK 1, AS SAID ROAD, LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "SECTION, WEST OF RAILROAD, OF THE TOWN OF BADEN, PART OF RANCHO BURI BURI, SAN MATEO CO., CAL.", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY ON NOVEMBER 30, 1891, IN [BOOK "E" OF MAPS, AT PAGE 62](#); THENCE ALONG SAID SOUTHWESTERLY PROLONGATION OF THE LINE DIVIDING LOTS 39 AND 40, SOUTH 63° 38' 30" WEST, 38.65 FEET TO THE NORTHEASTERLY LINE OF THE STATE HIGHWAY, KNOWN AS EL CAMINO REAL AND THE TRUE POINT OF COMMENCEMENT; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 40° 36' 30" WEST, 12.17 FEET; THENCE SOUTH 83° 14' 30" WEST 13.00 FEET; THENCE, FROM A TANGENT THAT BEARS SOUTH 38° 13' 19" EAST, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 3033.00 FEET, THROUGH AN ANGLE OF 0° 18' 42", AN ARC DISTANCE OF 16.50 FEET TO SAID PROLONGATION OF LINE BETWEEN LOTS 39 AND 40; THENCE ALONG SAID PROLONGATION NORTH 63° 38' 30" EAST, 11.89 FEET TO THE TRUE POINT OF COMMENCEMENT.

PARCEL FIVE:

SO MUCH OF THE HEREIN DESCRIBED PARCEL "A" AS LIES WITHIN THE HEREIN DESCRIBED PARCEL "B"

PARCEL "A":

ALL THAT REAL PROPERTY IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BOUNDED ON THE NORTHEAST BY THAT CERTAIN PARCEL CONVEYED BY JAMES L. FLOOD, ET AL, TO JOHN FLOURNOY, BY DEED DATED NOVEMBER 2, 1900 AND RECORDED DECEMBER 13, 1900 IN [BOOK 88 OF DEEDS AT PAGE 219](#) (MARKET STREET RAILWAY LINE); ON THE NORTHWEST BY THE SOUTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED BY ALVINA M. BORTIS

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TO KAISER FOUNDATION HOSPITALS BY DEED DATED SEPTEMBER 12, 1966 AND RECORDED SEPTEMBER 14, 1966 IN [BOOK 5214 OF OFFICIAL RECORDS AT PAGE 708](#) (FILE NO. 95676-Z), RECORDS OF SAN MATEO COUNTY, CALIFORNIA; AND ON THE SOUTHWEST BY THAT CERTAIN PARCEL OF LAND CONVEYED BY JAMES L. FLOOD, TO COUNTY OF SAN MATEO BY DEED DATED MARCH 10, 1913 AND RECORDED MAY 19, 1913 IN [BOOK 225 OF DEEDS AT PAGE 14](#) (EL CAMINO REAL).

PARCEL "B":

A PORTION OF PARCEL 24 AS SET FORTH IN DEED FROM SPRING VALLEY WATER COMPANY, A CORPORATION, TO CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, DATED MARCH 3, 1930 AND RECORDED MARCH 3, 1930 IN [BOOK 491 OF OFFICIAL RECORDS AT PAGE 1](#), RECORDS OF SAN MATEO COUNTY, CALIFORNIA, AND A PORTION OF THE LANDS CONVEYED FROM THE MARKET STREET RAILWAY COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO BY THAT CERTAIN DEED RECORDED SEPTEMBER 29, 1944 IN [BOOK 1161 OF OFFICIAL RECORDS AT PAGE 1](#), SAN MATEO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

THAT PORTION OF SAID ABOVE LANDS WHICH IS BOUNDED NORTHEASTERLY BY THE NORTHWESTERLY LINE OF OLD MISSION ROAD; BOUNDED SOUTHERLY BY THE NORTHERLY LINE OF THE LANDS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FROM FLOOD REALTY COMPANY, A CORPORATION, TO EMILIO A. PETROCCHI, ET AL, RECORDED JANUARY 22, 1954 IN [BOOK 2527 OF OFFICIAL RECORDS AT PAGE 491](#), SAN MATEO COUNTY, CALIFORNIA; (FILE NO. 31864-L); AND BOUNDED NORTHWESTERLY BY THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF CHESTNUT AVENUE EXTENSION AS ESTABLISHED BY DEED TO THE CITY OF SOUTH SAN FRANCISCO, A MUNICIPAL CORPORATION, RECORDED FEBRUARY 8, 1971 IN [BOOK 5892 OF OFFICIAL RECORDS AT PAGE 452](#), SAN MATEO COUNTY, CALIFORNIA (FILE NO. 80162-AD).

APN: 011-325-030 (Affects Parcel One) 011-325-070 (Affects Parcels Two and Five) 014-011-260 (Affects Parcel Three) 014-011-280 (Affects Parcel Four)

JPN : 011-032-325-03A, 093-033-331-04A, 014-001-011-01.01A, 11.02A, 13.01A and 15A and 014-001-011-17A

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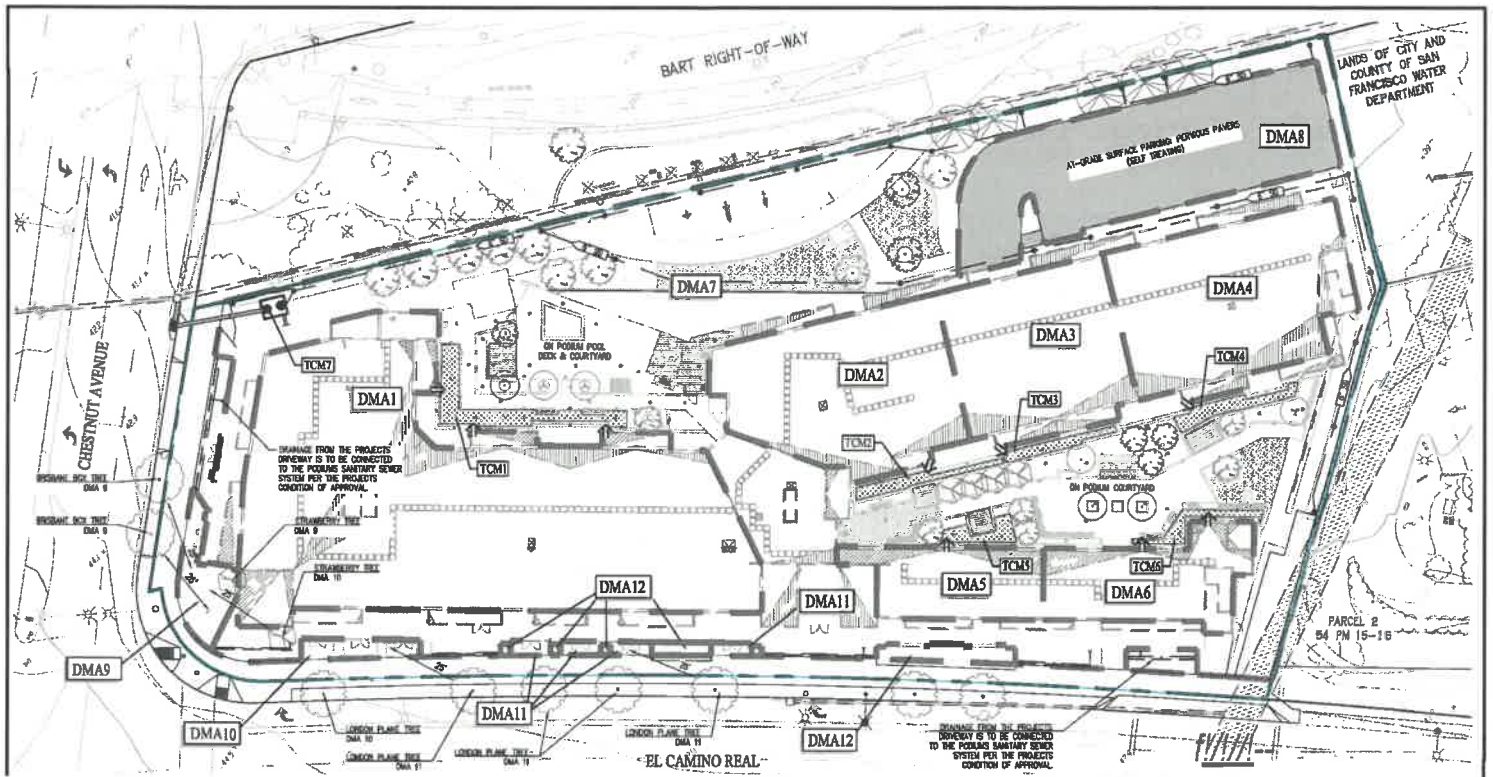


EXHIBIT B-1

STORMWATER MANAGEMENT PLAN 988 ELCAMINO REAL

CITY OF SOUTH SAN FRANCISCO SAN MATEO COUNTY CALIFORNIA

DATE: FEBRUARY 7, 2019 SCALE: 1"=50'



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TREATMENT CONTROL MEASURE CALCULATION SUMMARY TABLE

DMA AREA	TCM #	TREATMENT TYPE	DMA AREA (SF)	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	EFFECTIVE IMPERVIOUS AREA (SF)	EFFECTIVE IMPERVIOUS AREA W/ TREE CREDITS (A) (SF)	SIZING METHOD	COMPOSITE C VALUE (C)	INTENSITY (I) (IN/HR)	REQUIRED TREATMENT FLOW (C x I x A) (CFS)	REQUIRED BIO-RETENTION AREA	PROVIDED BIO-RETENTION AREA (SF)	REQUIRED/ PROVIDED PONDING DEPTH
1	1	FLOW-THROUGH PLANTER	1,409	12,955	454	13,000	13,000	COMBO	N/A	N/A	N/A	302	302	5.31"/6"
2	2	FLOW-THROUGH PLANTER	4,264	4,105	159	4,121	4,121	COMBO	N/A	N/A	N/A	159	159	0.81"/6"
3	3	FLOW-THROUGH PLANTER	3,727	3,600	127	3,613	3,613	COMBO	N/A	N/A	N/A	127	127	1.9"/6"
4	4	FLOW-THROUGH PLANTER	4,923	4,735	188	4,754	4,754	COMBO	N/A	N/A	N/A	188	188	1.22"/6"
5	5	FLOW-THROUGH PLANTER	1,893	1,560	133	1,573	1,573	4%	N/A	N/A	N/A	63	133	6"/6"
6	6	FLOW-THROUGH PLANTER	2,133	1,995	138	2,009	2,009	4%	N/A	N/A	N/A	60	138	6"/6"
7	7	MEDIA FILTER	31,783	24,104	7,679	24,872	24,872	FLOW	0.7129	0.2	0.1040	N/A	N/A	N/A
8	8	SELF TREATING	5,065	0	5,065	507	507	SELF TREATING	N/A	N/A	N/A	N/A	N/A	N/A
9	9	TREE CREDITS	599	599	0	599	0	TREE CREDITS (600 SF)	N/A	N/A	N/A	N/A	N/A	N/A
10	10	TREE CREDITS	281	281	0	281	0	TREE CREDITS (300 SF)	N/A	N/A	N/A	N/A	N/A	N/A
11	11	TREE CREDITS	286	286	0	286	0	TREE CREDITS (400 SF)	N/A	N/A	N/A	N/A	N/A	N/A
12	12	SELF TREATING	428	0	428	43	43	SELF TREATING	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL			68,591	54,220	14,371	55,657	54,491	-				919	1,047	

EXHIBIT B-2

STORMWATER MANAGEMENT PLAN TREATMENT SUMMARY 988 EL CAMINO REAL

CITY OF SOUTH SAN FRANCISCO SAN MATEO COUNTY CALIFORNIA

DATE: FEBRUARY 7, 2019



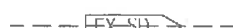









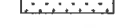




SAN RAMON (925) 666-0322
SACRAMENTO (916) 375-1877
WWW.CBANDC.COM

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Exhibit F - Stormwater Maintenance Agreement

LEGEND

-  PROPERTY BOUNDARY
-  LOT LINE
-  EXISTING STORM DRAIN
-  PROPOSED UNRELATED STORM DRAIN
-  PROPOSED DOWNSPOT
-  EXISTING MANHOLE
-  PROPOSED MANHOLE
-  PROPOSED CATCH BASIN
-  PROPOSED FILL INLET
-  RUNOFF DIRECTION
-  BIO-RETENTION AREA
-  SELF-IRRIGATING/PERVIOUS AREA
-  DRAINAGE MANAGEMENT AREA LABEL
-  DRAINAGE MANAGEMENT AREA BOUNDARY
-  TCM
- TCM TREATMENT CONTROL MEASURE

TREE CREDIT SUMMARY

DMA	TREE TYPE	NUMBER OF TREES IN DMA	EVERGREEN TREE (200 SF CREDIT / TREE)	DECIDUOUS TREE (100 SF CREDIT / TREE)	TREE CREDIT (SF)	TOTAL CREDIT (SF)
10	BRISBANE BOX TREE	2	X		400	600
	STRAWBERRY TREE	1	X		200	
11	LONDON PLANE TREE	2		X	400	300
	STRAWBERRY TREE	1	X		200	
12	LONDON PLANE TREE	4		X	400	400

MEDIA FILTER CARTRIDGE REQUIREMENT (OLDCASTLE PERK FILTER)

DMA AREA	TCM #	REQUIRED TREATMENT FLOW	STAKED CARTRIDGE TREATMENT FLOW RATE PER CARTRIDGE (12") ²	REQUIRED NUMBER OF CARTRIDGES
8	8	0.1050	0.0155	7

COMPOSITE RUNOFF COEFFICIENT CALCULATION

DMA AREA	TCM ID	DESCRIPTION	AREA (SF)	RUNOFF COEFFICIENT (C)	C X A
8	8	IMPERVIOUS	24575	0.9	22118
		PERVIOUS	7502	0.1	750
				COMPOSITE C VALUE	0.728

EXHIBIT B-3

STORMWATER MANAGEMENT PLAN LEGEND & TREATMENT SUMMARY

988 EL CAMINO REAL

CITY OF SOUTH SAN FRANCISCO - SAN MATEO COUNTY - CALIFORNIA

DATE: FEBRUARY 7, 2019



SAN RAMON (925) 469-0322
SACRAMENTO (916) 376-1977
WWW.CBAGINC.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

Exhibit F - Stormwater Maintenance Agreement

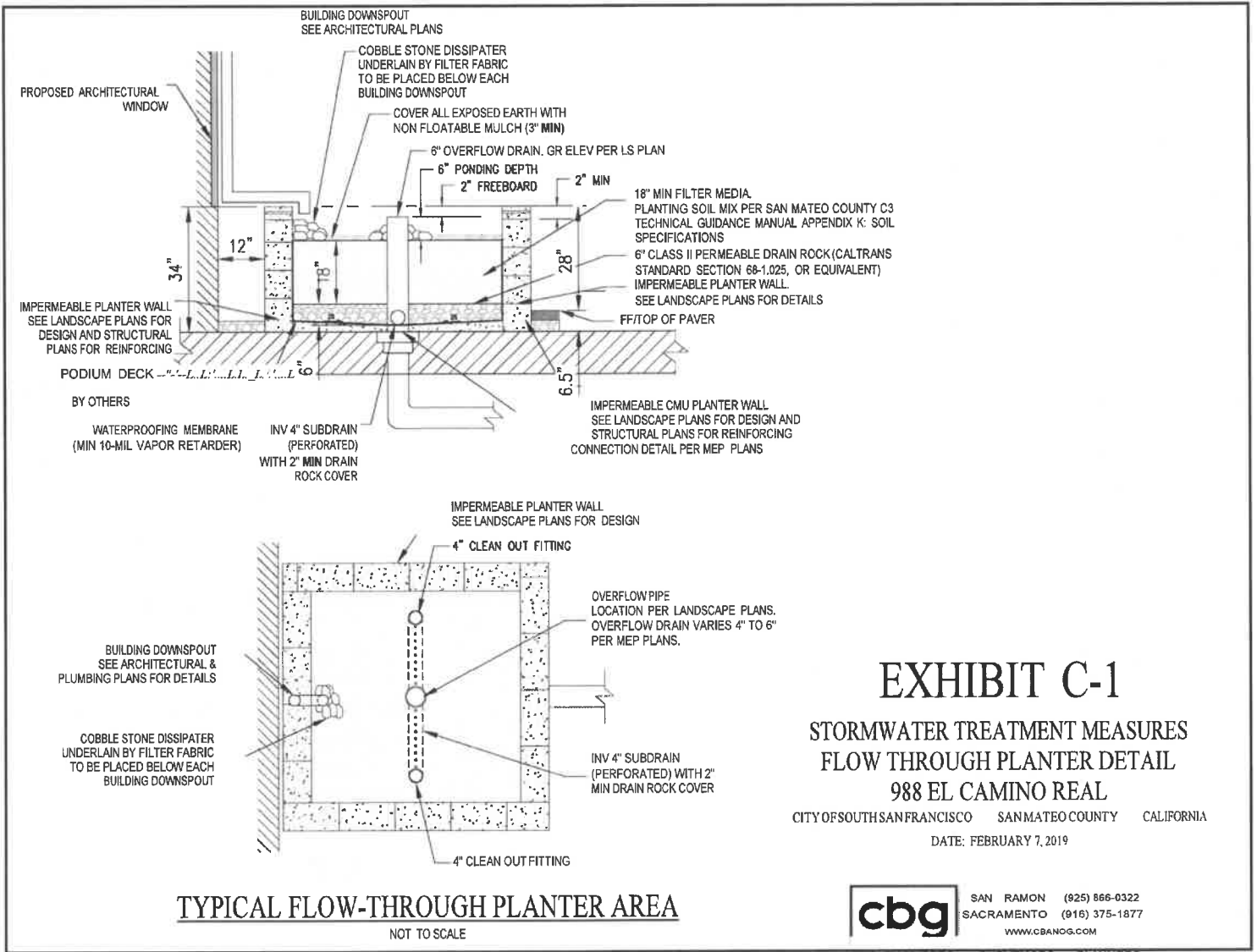


EXHIBIT D

~~Flow-Through Planter Maintenance Plan for~~

Exhibit F - Stormwater Maintenance Agreement

February 7, 2019



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 _____
988 El Camino Real, South San Francisco, CA 94080

Assessor's Parcel No.: _____

Property Owner: _____

Phone No.: _____

Designated Contact: _____

Phone No.: _____

Mailing Address: _____

The property contains 6 flow-through planter(s), located as described below and as shown in the attached site plan:

- **Flow-Through Planter No. 1** is located at the northern corner on the buildings podium deck.
- **Flow-Through Planter No. 2** is located at the north east corner on the buildings podium deck.
- **Flow-Through Planter No. 3** is located at the eastern corner on the buildings podium deck.
- **Flow-Through Planter No. 4** is located at the south east corner on the buildings podium deck.
- **Flow-Through Planter No. 5** is located at the west corner on the buildings podium deck.
- **Flow-Through Planter No. 6** is located at the southern corner on the buildings podium deck.

Exhibit F - Stormwater Maintenance Agreement

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.

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
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

Flow **Exhibit F - Stormwater Maintenance Agreement**

Property Address: 988 El Camino Real, South San Francisco, CA 94080 Treatment Measure No.: _____

Table 1 Routine Maintenance Activities for Flow-Through Planters		
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)

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.

Exhibit F - Stormwater Maintenance Agreement

Manufactured Stormwater Treatment Measure Maintenance Plan for 988 El Camino Real

February 7, 2019

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: 988 El Camino Real, South San Francisco CA 94080

Assessor's Parcel No.: _____

Property Owner: _____ Phone No.: _____

Designated Contact: _____ Phone No.: _____

Mailing Address: _____

The property contains 1 Media Filter Vault located as described below and as shown in the attached site plan¹.

- TCM 7 is located at the north east corner of the site adjacent to the Chestnut Avenue frontage.

I. Routine Maintenance Activities

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 vactor 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.

Ma **Exhibit F - Stormwater Maintenance Agreement** _____

Property Address: _____

Treatment Measure No.: _____

II. Prohibitions

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

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](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.

**Pervious Paving Maintenance Plan
for 988 El Camino Real**

Exhibit F - Stormwater Maintenance Agreement

as shown in the attached site plan¹.

February 7, 2019

Project Address and Cross Streets: 988 El Camino Real, South San Francisco CA 94080

Assessor's Parcel No.:

Property Owner: _____ Phone No.: _____

Designated Contact: _____ Phone No.: _____

Mailing Address: _____

- **Pervious Paving Area No. 1** is located at the South East parking lot.

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

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

Per **Exhibit F - Stormwater Maintenance Agreement** _____

Property Address: _____

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](mailto: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.

Exhibit F - Stormwater Maintenance Agreement

San Francisco, CA 94080

**Stormwater Treatment Measure Operation and Maintenance
Inspection Report to the City of South San Francisco, 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: 988 El Camino Real, South San Francisco, CA 94080

Property Owner: _____

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:

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

Exhibit F - Stormwater Maintenance Agreement

San Francisco, CA 94080

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?

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

Exhibit F - Stormwater Maintenance Agreement

San Francisco, CA 94080

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: _____

Exhibit F - Stormwater Maintenance Agreement

EXHIBIT F

Inspection and Maintenance Checklist Any Treatment Measure

Property Address: _____ Property Owner: _____

Treatment Measure No.: _____ Date of Inspection: _____ Type of Inspection: D Pre-rainy season D Monthly D Quarterly
D Annual

Inspector(s): _____

(Nonapplicable fields are shaded out.) Fill in percentages or depth numbers when possible.

Facility Component	Trash/Debris	Erosion/Bank Failure/Channel Formation	Sediment Accumulation	Vegetation	Structural Deficiency (list)	Ponding Water	Pests	Odors	Visible Sheen, etc.	Maintenance Action Taken
Access Road/Structure										
Inlet										
Facility Structure										
Sedimentation Facility										
Treatment Media										
Vegetation										
Outlet Orifice										
Bypass Overflow										
Fence, Signs, Valves, etc.										

Other Observations _____

Exhibit F - Stormwater Maintenance Agreement



for Stormwater Treatment Measures

Complete and submit for municipal stormwater NPDES permit reporting the following information for each new and redevelopment project where treatment measures have been implemented this reporting period.

This section to be completed by Applicant

Background Information

Location or Address: 988 El Camino Real, South San Francisco, CA

Type of Land Use: Commercial Industrial Residential Public Agency

Property Owner's Name: SHAC 988 ECR Apartments LLC, a Delaware limited liability company

Parcel/Tract No.: TBD Lot No.: TBD APN # TBD

Type of treatment measures implemented: Combination Bio-Retention Flow through Planters and Non -LID flow through high rate media filter devices.

Describe locations of each treatment measure or attach map showing locations on the property:
See Stormwater Control report for location Map and Details

Stormwater Treatment Measure Owner or Operator's Information:

Name: SHAC 988 ECR Apartments LLC, a Delaware limited liability company

Address: 3000 Executive Parkway, Suite 450, San Ramon, CA 94583 ATTN: COO

Phone: (925) 244-7500 Fax: (925) 244-7501 Email: _____

Numeric hydraulic sizing criteria used to design each stormwater treatment measure:

San Mateo Countywide Stormwater Pollution Prevention Program's NPDES permit's Provision C.3.d

Other, describe: _____

Applicant's Name

Signature

Date

This section to be completed by Agency staff

More Detailed Information about Access Assurance and O&M Responsibilities:

Describe how access permission is assured for O&M verification by public agencies or their representatives (e.g., municipality, Regional Water Quality Control Board, and Mosquito Abatement District):

Indicate how responsibility for O&M is assured. Check all that apply:

- Signed statement from private entity accepting responsibility for O&M until responsibility is legally transferred.
- Signed statement from public entity assuming O&M and that the treatment measures meet all local design standards.
- Written conditions in the sales or lease agreement requiring the buyer or lessee to assume O&M (in the case of purchase and sale agreements, conditions shall survive the close of escrow).
- Written text in project conditions, covenants and restrictions for residential properties assigning O&M responsibilities to the home owners association.
- Any other legally enforceable agreement or mechanism that assigns responsibility and describe below.

Local Agency O&M Verification Program

Name c

Exhibit F - Stormwater Maintenance Agreement

Describe where information documenting responsibility for O&M is kept and updated.