



COUNTY OF SAN MATEO
Inter-Departmental Correspondence

PLANNING AND BUILDING DEPARTMENT

DATE: June 8, 2007
BOARD MEETING DATE: June 19, 2007
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: Lisa Grote, Director of Community Development *L.G.*
SUBJECT: Operations and Maintenance Agreements for Stormwater Treatment Measures

County File Numbers: BLD 2004-01378, -01379, -01380, -01381

RECOMMENDATION

Adopt Resolutions:

1. Authorizing execution of an Agreement with Extra Space Storage, 477 Harbor Boulevard, Belmont, for operations and maintenance of stormwater treatment and conveyance measures, that shall run with the title to the land and any portion thereof
2. Delegating authority for execution of future agreements to the Community Development Director

VISION ALIGNMENT

Commitment: Responsive, effective and collaborative government.

Goal 20: Government decisions are based on careful consideration of future impact, rather than temporary relief or immediate gain.

This Agreement contributes to the goal by providing the Board of Supervisors with sufficient information about potential impacts of this project upon which to make an informed decision regarding this land use request.

Performance Measure:

Measure	FY 2006-07 Actual	FY 2007-08 Projected
Percent of compliance with California Environmental Quality Act requirements	100%	100%

BACKGROUND

The Extra Space Storage project at 477 Harbor Boulevard in Belmont is one of the first projects in the County to exceed the National Pollutant Discharge Elimination System (NPDES) impervious surface threshold. The project incorporated on-site stormwater treatment measures in compliance with the NPDES permit and storm drainage facilities in the public right of way along Harbor Boulevard.

DISCUSSION

The Extra Space Storage project at 477 Harbor Boulevard in Belmont is one of the first projects in the County to exceed the NPDES Provision C.3 impervious surface threshold. The project incorporated on-site stormwater treatment measures in compliance with the NPDES permit. The project also included storm drainage facilities in the public right of way along Harbor Boulevard. Those facilities were approved by the Department of Public Works and are included in the operations and maintenance agreement.

The owners of the project have submitted the necessary legal description of the property, a site plan and a maintenance plan for the stormwater treatment measures, and have executed the Agreement.

We are also recommending that your Board delegate authority to the Community Development Director for executing future operations and maintenance Agreements on behalf of the County. The potential number of projects that could exceed 10,000 square foot of impervious surface area is quite limited. However, the Regional Water Quality Control Board has lowered the threshold in other counties to 5,000 square feet, and may seek to lower the threshold in San Mateo County in the future. The lower threshold would substantially increase the number of projects that would require Agreements.

The Resolutions and Agreement have been approved as to form by County Counsel, and the Agreement has been executed by the property owners

FISCAL IMPACT

The entire amount of the Agreements is being paid by the property owners. The County has no financial obligation as a result of these Agreements.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR OPERATIONS AND MAINTENANCE OF PRIVATE STORMWATER TREATMENT MEASURES AND SYSTEMS EXTRA SPACE STORAGE, 477 HARBOR BOULEVARD, BELMONT, AREA

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the owners of Extra Space Storage ("Owners") have provided the necessary legal description, site plan and maintenance plan, and have executed an agreement for the operations and maintenance of stormwater treatment measures and systems associated with 477 Harbor Boulevard, Belmont; and

WHEREAS, the Owners have agreed to maintain, repair, relocate or remove storm drainage facilities encroaching into the Harbor Boulevard public right of way at Owner's expense upon demand of County; and

WHEREAS, the Community Development Director of the County of San Mateo has recommended that said Agreement, that shall run with the title to the land and any portion thereof, be entered into with Owners, to ensure future operation and maintenance of on-site stormwater treatment measures and off-site storm drainage facilities constructed in the Harbor Boulevard public right of way; and

WHEREAS, this Board has considered the Agreement and the recommendation of the Community Development Director.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

The Agreement by and between the County of San Mateo and Extra Space Storage is hereby approved, and the President and the Clerk of the Board of Supervisors be, and they are hereby, authorized to sign same for and on behalf of the County of San Mateo.

* * * * *

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION DELEGATING AUTHORITY TO THE COMMUNITY DEVELOPMENT
DIRECTOR TO EXECUTE AGREEMENTS FOR THE OPERATIONS AND
MAINTENANCE OF PRIVATELY OWNED STORMWATER TREATMENT MEASURES**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, Provision C.3 of the Countywide National Pollution Discharge Elimination System (NPDES) permit requires operations and maintenance agreements for privately-owned stormwater treatment measures for all projects that result in 10,000 square feet or more of impervious surface area; and

WHEREAS, delegating authority for executing the agreements to the Community Development Director will streamline the approval process for builders who are required to implement stormwater treatment measures on their projects; and

WHEREAS, the form of Agreement, that shall run with the title to the land and any portion thereof, has been standardized to assure adequate stormwater treatment operations and maintenance to protect water quality in San Mateo County; and

WHEREAS, this Board has considered the recommendation of the Community Development Director.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

The Community Development Director is hereby authorized to sign Agreements for the Operations and Maintenance of Privately-Owned Stormwater Treatment Measures for and on behalf of the County of San Mateo.

* * * * *

**STORMWATER TREATMENT MEASURES AND
STORM DRAINAGE SYSTEMS**

MAINTENANCE AGREEMENT

RECITALS

This Stormwater Treatment Measures and Storm Drainage System Maintenance Agreement ("Agreement") is entered into this _____ day of _____, 2007, by and between the County of San Mateo ("County") and Extra Space of Belmont, LLC ("Property Owner"), the owner of real property described in this Agreement.

WHEREAS, On February 19, 2003, the Regional Water Quality Control Board, San Francisco Bay Region, adopted Order R2-2003-0023, amending the San Mateo Countywide NPDES Municipal Stormwater Permit (Order 99-059, CAS0029921) ("NPDES Permit"); and

WHEREAS, Provision C.3.e.ii. of this NPDES Permit requires the permittee public agencies to provide minimum verification and access assurances that all treatment measures shall be adequately operated and maintained by entities responsible for the stormwater treatment measures; and

WHEREAS, the Property Owner is the owner of real property commonly known as 477 Harbor Boulevard (the "Property"), and more particularly described in the attached legal description attached as Exhibit A to this Agreement.

WHEREAS, attached hereto as Exhibit B is a legible reduced-scale copy of the Site Plan or comparable document showing the stormwater treatment measures that are to be located or to be constructed on the Property and the storm drainage system facilities that are to be located or to be constructed on the Property and within the Public Right of Way; and

WHEREAS, the County has determined that the portion of the storm drainage system proposed to be located within the public right-of-way of Harbor Boulevard does not pose an impediment to the County's use of the right-of-way at this time; and

WHEREAS, in consideration of and as a condition of approval by County of an Encroachment Permit, the Property Owner is willing to repair, restore, maintain, relocate and/or remove the proposed storm drainage system from the right-of-way at Property Owner's own expense upon demand of County, if, in the County's sole discretion, the storm drainage system becomes an impediment to the use of the Harbor Boulevard right-of-way or if it presents a potential hazard to the motoring public:

WHEREAS, the County is the permittee public agency with jurisdiction over the Property and the Public Right of Way; and

WHEREAS, the Property Owner recognizes that the stormwater treatment measure(s) and storm drainage system(s) more particularly described and shown on Exhibit B, of which full-scale plans and any amendments thereto are on file with the Planning Department of the County must be installed and maintained as indicated in this Agreement and as required by the NPDES Permit; and

WHEREAS, the County and the Property Owner agree that the health, safety and welfare of the citizens of the County require that the stormwater treatment measure(s) described in the Plans in Exhibit B be constructed and maintained on the Property; and

WHEREAS, the County's Stormwater Management Ordinance, guidelines, criteria and other written directions require that the stormwater treatment measure(s) and storm drainage system(s), as shown on the approved Plans, be constructed and maintained by the Property Owner:

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

SECTION 1: CONSTRUCTION OF TREATMENT MEASURES AND STORM DRAINAGE SYSTEMS

Property Owner agrees to construct the on-site stormwater treatment measure(s) and storm drainage system shown on the Site Plan in strict accordance with the approved plans and specifications identified for the development and any other requirements thereto which have been approved by the County in conformance with appropriate County ordinances, guidelines, criteria and other written direction.

SECTION 2: OPERATION & MAINTENANCE RESPONSIBILITY

This Agreement shall serve as the signed statement and agreement by the Property Owner accepting responsibility for operation and maintenance of stormwater treatment measures and both on-site and off-site storm drainage system(s) as set forth in this Agreement and as required by the NPDES Permit 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 County at least one of the following:

- 1) A signed statement from a public entity assuming post-construction responsibility for treatment measure and storm drainage system 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) Written text in project conditions, covenants and restrictions ("CCRs") for residential properties assigning O&M responsibilities to the home owners association for O&M of the treatment measures; or
- 4) Any other legally enforceable agreement or mechanism acceptable to County that assigns responsibility for the maintenance of treatment measures and storm drainage systems.

SECTION 3: MAINTENANCE OF TREATMENT MEASURES AND STORM DRAINAGE SYSTEMS

The Property Owner shall not destroy or remove the stormwater treatment measures or storm drainage systems from the Property nor modify the stormwater treatment measures or storm drainage systems in a manner that lessens its effectiveness, and shall, at Property Owner's sole expense, adequately repair and maintain the stormwater treatment measures and storm drainage systems in good working order acceptable to the County and

in accordance with the Maintenance Plan agreed hereto and attached as Exhibit C ("Maintenance Plan"). This includes all pipes, channels or other conveyances built to convey stormwater, 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 in accordance with the Maintenance Plan and applicable federal, state, and County laws, regulations and guidelines. 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 a Treatment Measure Operation and Maintenance Inspection Report ("Annual Report") using a form available from the County's Planning Department. The Annual Report shall include all completed Inspection and Maintenance Checklists for the reporting period and shall be submitted to the County in order to verify that inspection and maintenance of the applicable stormwater treatment measure(s) and storm drainage systems have been conducted pursuant to this Agreement. The Annual Report shall be submitted no later than December 31 of each year, signed under penalty of perjury, to the Community Development Director, 455 County Center, 2nd Floor, Redwood City, California 94063 or another member of the County staff as directed by the County. 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) and storm drainage system(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 in Exhibit C. The results of inspections shall be included on a Inspection and Maintenance Checklist(s) form available from the County's Planning Department and submitted to the County as part of the Annual Report.

SECTION 6: NECESSARY CHANGES AND MODIFICATIONS

At its sole expense, the Property Owner shall make all changes, repairs or modifications to the stormwater treatment measure(s), storm drainage system(s) and/or the Maintenance Plan shown in Exhibit C as may be determined as reasonably necessary by the County to ensure that treatment measures and storm drainage systems are properly maintained and continue to operate as originally designed and approved. Property Owner further agrees to repair, restore, relocate or remove the storm drainage facilities that are within the Harbor Boulevard right-of-way at Property Owner's own expense upon demand of County.

County shall notify Property Owner at least ninety (90) days prior to any proposed work to the Harbor Boulevard right-of-way that will require the alteration, reconstruction or removal of the storm drainage system. Should Property Owner fail to satisfy such demand, County may take such action as is necessary to protect the public interest within

the Harbor Boulevard right-of-way, and Property Owner agrees to reimburse County for any and all reasonable costs incurred therewith.

SECTION 7: ACCESS TO THE PROPERTY

The Property Owner hereby grants permission to the County; 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) and storm drainage system(s) in order to ensure that treatment measures and storm drainage systems 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 County's stormwater management ordinance, guidelines, criteria, other written direction, or the NPDES Permit (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 County, 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 OR STORM DRAINAGE SYSTEMS

In the event the Property Owner fails to maintain the stormwater treatment measure(s) or storm drainage system(s) as shown on the approved Site Plan in good working order acceptable to the County and in accordance with the Maintenance Plan, the County, 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) or storm drainage system(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 County to erect any structure of a permanent nature on the Property. It is expressly understood and agreed that the County is under no obligation to maintain or repair the treatment measure(s) or storm drainage system(s) and in no event shall this Agreement be construed to impose any such obligation on the County.

SECTION 9: FAILURE TO FILE ANNUAL REPORT

In the event the Property Owner fails to file the Annual Report required under this Agreement in a form acceptable to the County, the County, 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. Such notice will not be necessary if emergency conditions require immediate remedial action. It is expressly understood and agreed that the County is under no obligation to inspect, maintain or repair the treatment measure(s) or storm drainage system(s) and in no event shall this Agreement be construed to impose any such obligation on the County.

SECTION 10: REIMBURSEMENT OF COUNTY EXPENDITURES

In the event the County, pursuant to this Agreement, performs work of any nature (direct or indirect), including any inspections, reinspections or any actions it deems necessary or appropriate as indicated in Sections 8 or 9 above, 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 County, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for the costs incurred by the County hereunder. If these costs are not paid within the prescribed time period, the County 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 County. 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 County as a result of the Property Owner's failure to report or to maintain the treatment measure(s) or storm drainage system(s).

Should legal action be necessary to enforce any provision of this agreement, Property Owner agrees to pay any and all reasonable attorney fees and costs incurred by County in connection therewith, including but not limited to compensation for the time and efforts expended by the County Counsel to protect the rights of the County of San Mateo.

SECTION 11: INDEMNIFICATION

The Property Owner shall indemnify, hold harmless and defend the County and its authorized agents, officers, officials and employees from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, claims and payments, including attorney fees claimed or which might arise or be asserted against the County that are alleged or proven to result or arise from the construction, presence, existence, inspection or maintenance of the treatment measure(s) or storm drainage system(s) by the Property Owner or the County. In the event a claim is asserted against the County, its authorized agents, officers, officials or employees, the County 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 County, its authorized agents, officers, officials or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith. This section shall not apply to any claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, claims and payments, including attorney fees claimed which arise due solely to the negligence or willful misconduct of the County.

SECTION 12: NO ADDITIONAL LIABILITY

It is the intent of this agreement to insure the proper maintenance of the treatment measure(s) and storm drainage system(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 13: PERFORMANCE FINANCIAL ASSURANCE

The County 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) or storm drainage system(s) pursuant to the County's ordinances, guidelines, criteria or written direction..

SECTION 14: 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 15: 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 16: RECORDATION

This Agreement shall be recorded by the Property Owner within ten (10) working 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 County reserves the option to record this Agreement. The Property Owner shall provide County with a copy of the recorded document.

SECTION 17: RELEASE OF AGREEMENT

In the event that the County determines that the stormwater treatment measures or storm drainage system(s) located on the Property are no longer required, then the County, 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 County reserves the option to record such release of this Maintenance Agreement. The stormwater treatment measure(s) or storm drainage system(s) shall not be removed from the Property unless such a release is so executed and recorded.

SECTION 18: 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 County and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

SECTION 19: GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

SECTION 20. WAIVER

Waiver by County 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; not shall a waiver of any incident of breach or default constitute a continuing waiver of same.

SECTION 21: ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, arrangements or understandings (oral or written) between or among the parties relating to the subject matter of the Agreement which are not fully expressed herein. This Agreement may not be amended or modified except by a written instrument signed by both parties and recorded in the San Mateo County Recorder's office.

SECTION 22: NOTICE

All notices or other communications shall be deemed given when: (a) personally delivered or (b) mailed by prepaid postage to the parties at the addresses set forth below:

County: Community Development Director
455 County Center, 2nd Floor
Redwood City, California 94063

Property Owner: Extra Space of Belmont, LLC
P.O. Box 19156
Alexandria, VA, 22320

SECTION 23: EXHIBITS

The following exhibits are attached hereto and fully incorporated by reference herein:

- Exhibit A: Legal Description of Property
- Exhibit B: Site Plan
- Exhibit C: Maintenance Plan

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IN WITNESS WHEREOF, the parties hereby execute this Agreement as follows:

Signature for the County

Date

Type or print name and title

ATTEST:

[Handwritten Signature]

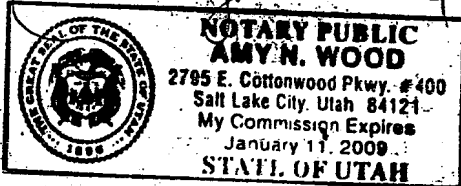
Property Owner Signature

Date

April 12, 2007

EXTRASPACE OF BEHOUT LLC by Charles L. Allen, Manager
Type or print Property Owner name and address

ACKNOWLEDGEMENT:

[Handwritten Signature: Amy N. Wood]


Legal Description

PARCEL I:

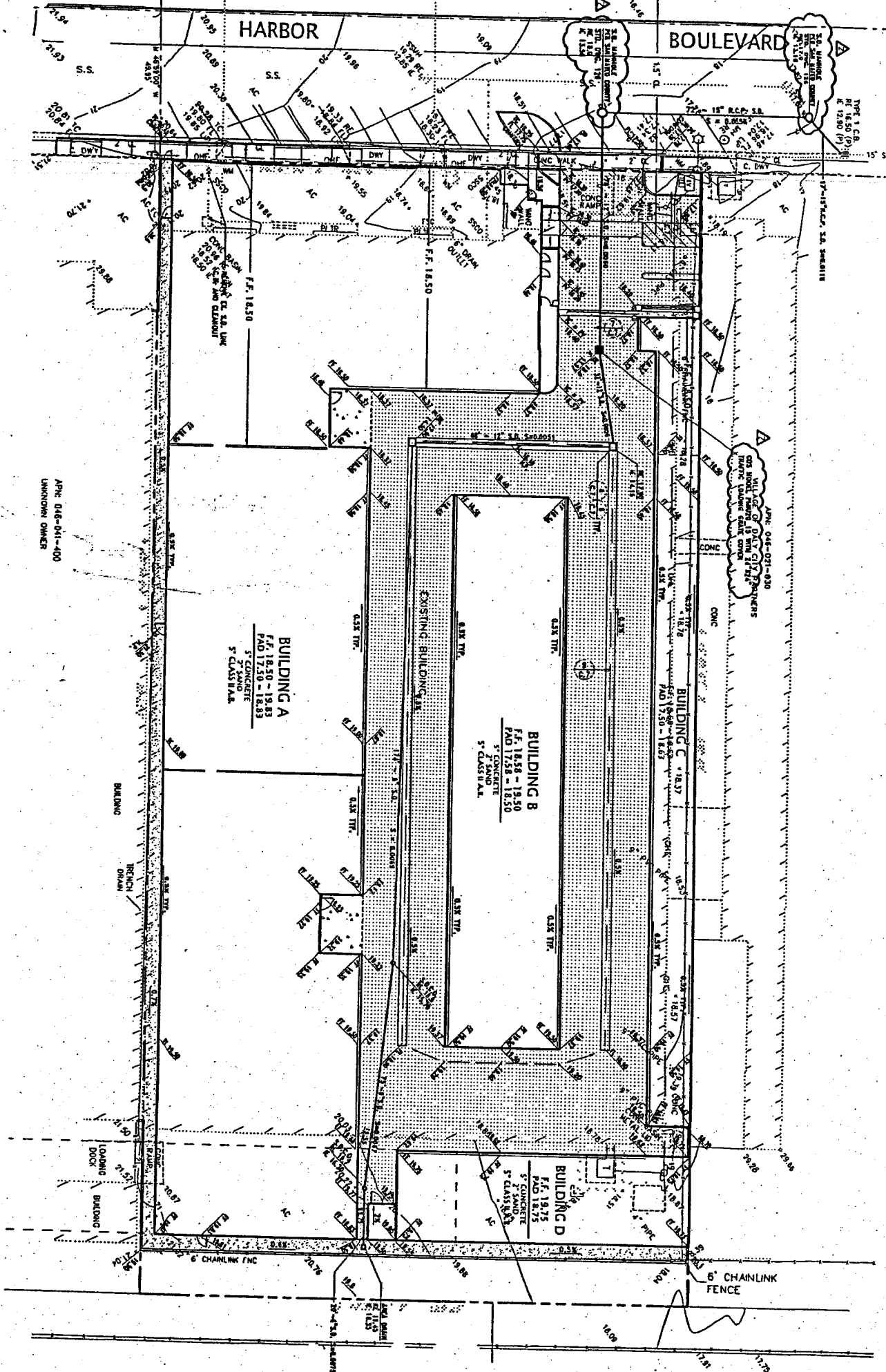
BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF HARBOR BOULEVARD, AS NOW WIDENED DISTANT THEREON SOUTH 43° 01' 00" WEST 1115.73 FEET FROM THE SOUTHWESTERLY LINE OF THE ALLEY IN BLOCK 6, AS SAID ALLEY AND BLOCK ARE SHOWN ON THE MAP ENTITLED "PORT SAN FRANCISCO, SAN MATEO COUNTY, CAL.", WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON AUGUST 8, 1927 IN BOOK 16 OF MAPS AT PAGES 26 TO 28, SAID POINT OF BEGINNING ALSO BEING THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY LINE OF HARBOR BOULEVARD, AS NOW WIDENED WITH THE SOUTHWESTERLY LINE OF THE LANDS CONVEYED TO THOS. A. KEEN, ET UX, BY THAT CERTAIN DEED RECORDED APRIL 8, 1946 IN BOOK 1270 OF OFFICIAL RECORDS AT PAGE 72 (FILED NO. 97143-F), RECORDS OF SAN MATEO COUNTY, CALIFORNIA; RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID LINE OF HARBOR BOULEVARD AS WIDENED SOUTH 43° 01' WEST 90 FEET TO THE NORTHEAST LINE OF THE LANDS CONVEYED TO FREDERICK LELAND MERILL, ET UX, BY THAT CERTAIN DEED RECORDED APRIL 16, 1946 IN BOOK 1265 OF OFFICIAL RECORDS AT PAGE 482 (FILE NO. 98803-F), RECORDS OF SAN MATEO COUNTY, CALIFORNIA; RUNNING THENCE ALONG SAID LAST MENTIONED NORTHEAST LINE, SOUTH 46° 59' EAST 380 FEET; THENCE LEAVING SAID NORTHEAST LINE AND RUNNING NORTH 43° 01' EAST 90 FEET TO THE MOST SOUTHERLY CORNER OF THE LANDS FIRST ABOVE MENTIONED CONVEYED TO KEEN (07143-F); RUNNING THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LANDS CONVEYED TO KEEN, NORTH 46° 59' WEST 380 FEET TO THE POINT OF BEGINNING.

PARCEL II:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF HARBOR BOULEVARD AS WIDENED BY DEED TO COUNTY OF SAN MATEO, RECORDED SEPTEMBER 8, 1931 IN BOOK 555 OF OFFICAL RECORDS AT PAGE 57, RECORDS OF SAN MATEO COUNTY, CALIFORNIA, DISTANT THEREON NORTH 43° 01' EAST 754.90 FEET FROM THE INTERSECTION THEREOF WITH THE NORTHEASTERLY LINE OF COUNTY ROAD LEADING FROM BELMONT TO REDWOOD CITY, AS SAID LINE EXISTS AFTER THE FILING OF THE MAP ENTITLED "PORT SAN FRANCISCO, SAN MATEO COUNTY, CAL.", WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON AUGUST 8, 1927 IN BOOK 16 OF MAPS AT PAGES 26, 27 AND 28; THENCE FROM SAID POINT OF BEGINNING NORTH 43° 01' EAST ALONG SAID SOUTHEASTERLY LINE OF HARBOR BOULEVARD AS WIDENED 99.25 FEET TO THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN THE DEED TO JOHN P. DALEY AND MORRIS DALEY, RECORDED OCTOBER 13, 1945 IN BOOK 1203 OF OFFICIAL RECORDS AT PAGE 404, RECORDS OF SAN MATEO COUNTY, CALIFORNIA; THENCE SOUTH 46° 59' EAST ALONG SAID NORTHWESTERLY PROLONGATION 380.00 FEET TO THE NORTHWESTERLY LINE OF THE LANDS DESCRIBED IN SAID DEED TO DALEY; THENCE SOUTH 43° 01' WEST ALONG SAID NORTHWESTERLY LINE 99.25 FEET; THENCE NORTH 46° 59' WEST 380.00 FEET TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS DESCRIBED IN FIDELITY NATIONAL TITLE COMPANY PRELIMINARY REPORT, ORDER NO. 1500020, DATED JANUARY 23, 2004 AT 7:30 AM.

APN 046-041-220
JPN 046-004-041-22A



BUILDING A
F.F. 18.50 - 19.83
P.A.D. 17.50 - 18.83
S' CONCRETE
S' SAND
S' CLASS H.A.L.

BUILDING B
F.F. 18.88 - 19.80
P.A.D. 17.58 - 18.50
S' CONCRETE
S' SAND
S' CLASS H.A.L.

BUILDING C 18.17
F.F. 18.88 - 19.83
P.A.D. 17.58 - 18.83
S' CONCRETE
S' SAND
S' CLASS H.A.L.

BUILDING D
F.F. 19.75
P.A.D. 18.75
S' CONCRETE
S' SAND
S' CLASS H.A.L.

APR. 048-041-400
UNKNOWN OWNER

APR. 048-071-830
REAR WALL OF ONLY CITY BUILDING
REAR WALL OF ONLY CITY BUILDING

F.F. 18.50
CONC. SLAB
S' SAND
S' CLASS H.A.L.

EXISTING BUILDING A

CONC.

6' CHAINLINK FENCE

6' CHAINLINK FENCE

HARBOR

BOULEVARD

**Operations
& Maintenance
Guidelines
For
CDS Units**



OPERATIONS AND MAINTENANCE GUIDELINES For the CONTINUOUS DEFLECTIVE SEPARATION UNIT

INTRODUCTION

The CDS unit is an important and effective component of your storm water management program and proper operation and maintenance of the unit are essential to demonstrate your compliance with local, state and federal water pollution control requirements.

The CDS technology features a patented non-blocking, indirect screening technique developed in Australia to treat water runoff. The unit is highly effective in the capture of suspended solids, fine sands and larger particles. Because of its non-blocking screening capacity, the CDS unit is un-matched in its ability to capture and retain gross pollutants such as trash and debris. In short, CDS units capture a very wide range of organic and in-organic solids and pollutants that typically result in tons of captured solids each year: total suspended solids (TSS), sediments, oil and greases and captured trash and debris (including floatables, neutrally buoyant, and negatively buoyant debris) under very high flow rate conditions.

CDS units are equipped with conventional oil baffles to capture and retain oil and grease. Laboratory evaluations show that the CDS units are capable of capturing up to 70% of the free oil and grease from storm water. CDS units can also accommodate the addition of oil-sorbents within their separation chambers. The addition of the oil sorbents can ensure the permanent removal of 80% to 90% of the free oil and grease from the storm water runoff.

OPERATIONS

The CDS unit is a non-mechanical self-operating system and will function any time there is flow in the storm drainage system. The unit will continue to effectively capture pollutants in flows up to the design capacity even during extreme rainfall events when the design capacity may be exceeded. Pollutants captured in the CDS unit's separation chamber and sump will be retained even when the unit's design capacity is exceeded.

CDS CLEANOUT

The frequency of cleaning the CDS unit will depend upon the generation of trash and debris and sediments in your application. Cleanout and preventive maintenance schedules will be determined based on operating experience unless precise pollutant loadings have been determined. The unit should be periodically inspected to determine the amount of accumulated pollutants and to ensure that the cleanout frequency is adequate to handle the predicted pollutant load being processed by the CDS unit. The recommended cleanout of solids within the CDS unit's sump should occur at 75% of the sump capacity. However, the sump may be completely full with no impact to the CDS unit's performance.

Access to the CDS unit is typically achieved through two manhole access covers – one allows inspection and cleanout of the separation chamber (screen/cylinder) & sump and another allows inspection and cleanout of sediment captured and retained behind the screen. The PSW & PSWC off-line models have an additional access cover over the



weir of the diversion vault. For units possessing a sizable depth below grade (depth to pipe), a single manhole access point would allow both sump cleanout and access behind the screen.

CDS Technologies Recommends The Following:

NEW INSTALLATIONS – Check the condition of the unit after every runoff event for the first 30 days. The visual inspection should ascertain that the unit is functioning properly (no blockages or obstructions to inlet and/or separation screen), measuring the amount of solid materials that have accumulated in the sump, the amount of fine sediment accumulated behind the screen, and determining the amount floating trash and debris in the separation chamber. This can be done with a calibrated “dip stick” so that the depth of deposition can be tracked. Schedules for inspections and cleanout should be based on storm events and pollutant accumulation.

ONGOING OPERATION – During the rainfall season, the unit should be inspected at least once every 30 days. The floatables should be removed and the sump cleaned when the sump is 75-85% full. If floatables accumulate more rapidly than the settleable solids, the floatables should be removed using a vactor truck or dip net before the layer thickness exceeds one to two feet.

Cleanout of the CDS unit at the end of a rainfall season is recommended because of the nature of pollutants collected and the potential for odor generation from the decomposition of material collected and retained. This end of season cleanout will assist in preventing the discharge of pore water from the CDS® unit during summer months.

USE OF SORBENTS – It needs to be emphasized that the addition of sorbents is not a requirement for CDS units to effectively control oil and grease from storm water. The conventional oil baffle within a unit assures satisfactory oil and grease removal. However, the addition of sorbents is a unique enhancement capability special to CDS units, enabling increased oil and grease capture efficiencies beyond that obtainable by conventional oil baffle systems.

Under normal operations, CDS units will provide effluent concentrations of oil and grease that are less than 15 parts per million (ppm) for all dry weather spills where the volume is less than or equal to the spill capture volume of the CDS unit. During wet weather flows, the oil baffle system can be expected to remove between 40 and 70% of the free oil and grease from the storm water runoff.

CDS Technologies only recommends the addition of sorbents to the separation chamber if there are specific land use activities in the catchment watershed that could produce exceptionally large concentrations of oil and grease in the runoff, concentration levels well above typical amounts. If site evaluations merit an increased control of free oil and grease then oil sorbents can be added to the CDS unit to thoroughly address these particular pollutants of concern.



Recommended Oil Sorbents

Rubberizer® Particulate 8-4 mesh or OARS™ Particulate for Filtration, HPT4100 or equal. Rubberizer® is supplied by Haz-Mat Response Technologies, Inc. 4626 Santa Fe Street, San Diego, CA 92109 (800) 542-3036. OARS™ is supplied by AbTech Industries, 4110 N. Scottsdale Road, Suite 235, Scottsdale, AZ 85251 (800) 545-8999.

The amount of sorbent to be added to the CDS separation chamber can be determined if sufficient information is known about the concentration of oil and grease in the runoff. Frequently the actual concentrations of oil and grease are too variable and the amount to be added and frequency of cleaning will be determined by periodic observation of the sorbent. As an initial application, CDS recommends that approximately 4 to 8 pounds of sorbent material be added to the separation chamber of the CDS units per acre of parking lot or road surface per year. Typically this amount of sorbent results in a ½ inch to one (1) inch depth of sorbent material on the liquid surface of the separation chamber. The oil and grease loading of the sorbent material should be observed after major storm events. Oil Sorbent material may also be furnished in pillow or boom configurations.

The sorbent material should be replaced when it is fully discolored by skimming the sorbent from the surface. The sorbent may require disposal as a special or hazardous waste, but will depend on local and state regulatory requirements.

CLEANOUT AND DISPOSAL – A vactor truck is recommended for cleanout of the CDS unit and can be easily accomplished in less than 30-40 minutes for most installations. Standard vactor operations should be employed in the cleanout of the CDS unit. Disposal of material from the CDS unit should be in accordance with the local municipality's requirements. Disposal of the decant material to a POTW is recommended. Field decanting to the storm drainage system is not recommended. Solids can be disposed of in a similar fashion as those materials collected from street sweeping operations and catch-basin cleanouts.

MAINTENANCE

The CDS unit should be pumped down at least once a year and a thorough inspection of the separation chamber (inlet/cylinder and separation screen) and oil baffle performed. The unit's internal components should not show any signs of damage or any loosening of the bolts used to fasten the various components to the manhole structure and to each other. Ideally, the screen should be power washed for the inspection. If any of the internal components is damaged or if any fasteners appear to be damaged or missing, please contact CDS Technologies to make arrangements to have the damaged items repaired or replaced:

CDS Technologies, Inc.
16360 Monterey Road, Suite 250
Morgan Hill, CA 95037-5406

Phone, Toll Free: (888) 535-7559
Fax: (408) 782-0721



The screen assembly is fabricated from Type 316 stainless steel and fastened with Type 316 stainless steel fasteners that are easily removed and/or replaced with conventional hand tools. The damaged screen assembly should be replaced with the new screen assembly placed in the same orientation as the one that was removed.

CONFINED SPACE

The CDS unit is a confined space environment and only properly trained personnel possessing the necessary safety equipment should enter the unit to perform maintenance or inspection procedures. Inspections of the internal components can, in most cases, be accomplished through observations from the ground surface.

RECORDS OF OPERATION AND MAINTENANCE

CDS Technologies recommends that the owner maintain annual records of the operation and maintenance of the CDS unit to document the effective maintenance of this important component of your storm water management program. The attached **Annual Record of Operations and Maintenance** form is suggested and should be retained for a minimum period of three years.

