

REIMBURSEMENT AGREEMENT
Mitigation Improvements

THIS AGREEMENT, made and entered in the City of Menlo Park, on and as of this 10th day of October, 2014, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "City" and ANTON MENLO, LLC, a California limited liability company, hereinafter referred to as "Developer."

A. Developer owns that certain real property commonly known as 3605-3615, 3633-3655 and 3639 Haven Avenue, in the City of Menlo Park, California (APNs: 055-170-190; 055-170-200; 055-170-260; 055-170-180; 055-170-270 and 055-170-320) (collectively, the "Property").

B. Development of the Property is subject to certain Housing Element mitigation measures designated as TR-1g and TR-2w ("Mitigation Measures") that require the Developer to construct certain roadway improvements.

C. Developer has agreed to extend the geographic reach of the roadway improvements required by the Mitigation Measures to beyond the Atherton Channel and construct the Improvements, as defined below, in accordance with the conceptual plans attached hereto as Exhibit A and incorporated herein by this reference. While the final plans for the construction of the Improvements shall be subject to City approval, nothing contained in this Agreement shall be deemed to constitute an agreement by Developer to construct any Improvements which materially deviate from the conceptual plans attached hereto as Exhibit A.

i. At the intersection of Bayfront Expressway and Marsh Road (the "Intersection"), re-stripe the southbound approach on Bayfront Expressway (Haven Avenue approach) from one shared left turn/through lane, one through lane and one right turn lane to one left turn/through lane, and one through/right turn lane and one right turn lane ("Road Improvements"); and

ii. Construct (i) bicycle and pedestrian improvements on both sides of Haven Avenue, including a separate bike and pedestrian bridge on at least one side of the existing bridge over the Atherton Channel ("Bicycle and Pedestrian Improvements") and (ii) aesthetic improvements (e.g. decorative paving) to the existing median on the Haven Avenue approach to the Intersection ("Median Improvements" and collectively with the Road Improvements and Bicycle and Pedestrian Improvements, the "Improvements"), all in accordance with conceptual plans prepared by Developer and approved by the City.

D. The Mitigation Measures also require the City to enter into a non-recourse reimbursement agreement with the party constructing the Improvements, whereby the City shall agree to levy and use commercially reasonable efforts to collect fees from other entities/persons that benefit from said Improvements (the "Sharing Parties"), including, without limitation, Menlo Gateway, Facebook Campus, Greystar (3645 Haven Avenue) and 3760 Haven Avenue projects, to the extent they are obligated to

participate in the cost of such Improvements. Unless otherwise approved by the City, Developer is the party constructing the Improvements. In the event that Developer is not the party constructing the Improvements, the provisions contained in this Agreement shall be of no further force or effect. In the event of any inconsistency between the Mitigation Measures and any obligation of Developer described in this Agreement, this Agreement shall govern and control.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

1. **GRANT OF LICENSE - USE OF LICENSE AREAS.** The City hereby grants to the Developer a license upon, across, under and over Haven Avenue, Bayfront Expressway, Marsh Road and the Atherton Channel for the limited purpose of construction and installation of the Improvements (collectively, the "License Areas"). The Developer shall have no obligation to maintain, repair or replace the public roadways or curbs surrounding the License Areas. Notwithstanding the foregoing, to the extent Developer damages the License Areas during construction of the Improvements, Developer shall be required to repair any such damage and restore the License Areas to their previous condition.
2. **NON-EXCLUSIVITY - NO INTEREST IN LAND.** The license granted herein shall be non-exclusive, and the City reserves the right to grant other licenses and/or allow other public use of the License Areas as it may deem appropriate. The Developer acknowledges that this License is non-possessory and the License Areas are subject to public use at all times, subject to Developer's right to temporarily close access due to construction of the Improvements pursuant to an encroachment permit or other City approval. The parties agree that this license does not grant to or create in the Developer any fee, leasehold, easement or other interest or estate in land in the License Areas.
3. **TERM.** This Agreement shall become effective, and the obligations herein, commencing on the date set forth above. The City may, with or without cause, revoke this license at any time on thirty (30) days notice by service upon the Developer (or its heirs, successors and assigns) of a written notice of revocation when the City determines that it is in the best interests of the public to do so; provided, however, that the City may not revoke such license during the period of construction of the Improvements. This Agreement and the license granted herein may also be terminated at any time upon written mutual agreement of the parties.
4. **STANDARD OF WORK.** The Developer agrees by acceptance of this license to maintain the License Areas during the construction of the Improvements in a professional manner and in a clean and orderly condition. Any work contemplated under this Agreement and the license which requires excavation, involves the installation of permanent improvements or affects the established drainage shall be submitted to the City prior to commencement of the work for review and approval. Upon completion of the work each day, all trimmings, branches, cuttings, and other materials shall be removed, and no equipment shall be stored overnight within the License Areas.

without the prior written permission of the City. The Developer shall be responsible for obtaining any and all other permits, if any, if required for the performance of its work.

5. **REIMBURSEMENT - VERIFICATION OF COSTS.** The fees shall be collected by the City from the Sharing Parties prior to the issuance of any building permit for the applicable project for such Sharing Party, if required pursuant to applicable approvals for such projects. Such reimbursement shall be based upon the total number of residential units to be developed within the site as shown in approved site plans for development projects. Developer shall additionally be entitled to reimbursement through existing agreements that the City has (either by direct enforcement by Developer, in Developer's sole discretion, against the parties obligated for such reimbursements or by payment by the City of reimbursements collected by the City under such agreements to the extent such agreements require participation in the cost of Improvements by such projects) with the Menlo Gateway, Facebook Campus, Greystar (3845 Haven Avenue) and 3760 Haven Avenue projects, which reimbursements the City agrees to use commercially reasonable efforts to obtain. Developer shall also be eligible for reimbursement from future non-residential development in the Haven Avenue area as determined by the City at the time of such future development. The actual amounts to be paid to the Developer shall be based upon the final cost of construction and installation of the Improvements, which shall be evidenced by invoices or other evidence of such costs provided by Developer, and as verified by the City. In no event shall the costs subject to reimbursement include any of Developer's internal employee costs, or management expenses paid to affiliated entities of Developer. City further agrees to use commercially reasonable efforts to cause the reimbursement of Developer to occur in as expeditious manner as possible. The Developer shall provide to the City documentation of the scope of work and invoices showing the amounts paid for the construction of the Improvements. The City shall verify invoices that are directly related to the costs of construction for the Improvements. The City shall pursue reimbursement from the Sharing Parties, at Developer's cost. All reimbursements due under this Agreement shall be promptly paid by the City to Developer as the City obtains funds from the Sharing Parties after completion of the Improvements and acceptance of the Improvements by the City, as certified by Developer's contractor to the City. Fees paid to the City by the Sharing Parties need not be paid to the Developer until the limitations period for instituting legal action seeking refund of funds paid under protest has run and no court action has been instituted. If an action is instituted, the City shall not pay such funds to the Developer until the action has been completed and the authority of the City to collect such charges is sustained.

6. **INDEMNIFICATION.** Developer shall defend, indemnify and hold harmless the City, its officers, agents and employees (the "Indemnified Parties") from and against any claims, demands, or causes of action, including any writ of mandate proceeding, brought by any person or entity challenging the validity of this Agreement, including, but not limited to, a suit brought by any party from whom or which the City is attempting to collect reimbursement to pay Developer pursuant to the terms of this Agreement (provided, however, in the event of any such claim, demand, or cause of action, Developer shall have the right to determine whether or not the City should

pursue the defense of any such challenge). If the Developer fails to undertake defense of the action at its expense, the City may return the amounts so paid under protest, and the City shall not be further obligated to Developer as to funds so refunded. In the event the Developer fails to undertake defense of the action at its sole expense, and to agree to indemnify the City from liability, the City may cease collecting such funds, or enter into any other settlement of the litigation acceptable to the City, and the Developer shall lose any right to reimbursement of such funds under the this Agreement. Under no circumstances shall the City be deemed liable for any funds not collected from benefited Sharing Parties.

7. NON-RECOURSE REIMBURSEMENT AGREEMENT. It is agreed that the City shall levy and use commercially reasonable efforts to collect the fees from the Sharing Parties in accordance with this Agreement with all such fees going to the Developer for reimbursement of the amount by which the Developer's contribution to the cost of constructing the Improvements exceeds its fair share. The costs of levying and collecting fees from the Sharing Parties, including, but not limited to, staff time and administrative expenses, shall be at Developer's cost and expense and Developer shall have no recourse against the City for failure to pursue collection of such fees other than to obtain an assignment of the City's rights of collection against such Sharing Parties.

8. NOTICES. Any notice to either party shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail, overnight courier or express mail, return receipt requested with postage prepaid, to the party's mailing address. The respective mailing addresses of the parties are, until changed, the following:

The City: Director of Public Works
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

With a Copy to: City Attorney
City of Menlo Park
1100 Alma Street, Suite 210
Menlo Park, CA 94025

The Developer Anton Menlo, LLC
Attn: Peter H. Geremia
1801 I Street, Suite 200
Sacramento, CA 95811

With a Copy to: Andrew F. Sackheim
Real Estate Law Group LLP
3455 American River Drive, Suite C
Sacramento, CA 95864

Either party may change its mailing address at any time by giving ten (10) days notice of such change in the manner proved in this paragraph. All notices shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed or sent by overnight courier, on the delivery date or attempted delivery date shown on the return receipt.

9. **NON-ASSIGNMENT.** The license granted herein is personal to the Developer and shall not be assignable; provided, however, the Developer may, at its discretion and on terms and conditions it determines, and subject to the terms of this Agreement, contract with consultants and contractors to construct and install the Improvements. Developer's right to reimbursement, as set forth herein, may be assignable by Developer at its discretion and with notice to the City.

10. **SEVERABILITY.** In the event any one or more of the provisions of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of the Agreement shall remain in effect and the Agreement shall be read as though the offending provision had not been written or as the provision shall be determined by such court to be read.

11. **GOVERNING LAW.** This Agreement is made under, shall be governed by and construed in accordance with the laws of the State of California.

12. **CONSTRUCTION.** This Agreement has been reviewed and revised by legal counsel for both the Developer and the City and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of the Agreement.

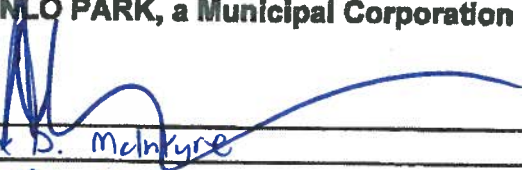
13. **FURTHER ASSURANCES.** Each party covenants, on behalf of itself and its successors and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents, instruments and writings as may be necessary or proper to achieve the purposes and objectives of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ANTON MENLO, LLC, a California limited liability company

BY: 
NAME: Peter H. Geremia
TITLE: Manager

CITY OF MENLO PARK, a Municipal Corporation

BY: 
NAME: Alex D. McIntyre
TITLE: City Manager

HAVEN AVENUE AT MARSH ROAD

CONCEPTUAL ROADWAY IMPROVEMENTS

CITY OF MENLO PARK, SAN MATEO COUNTY, CALIFORNIA

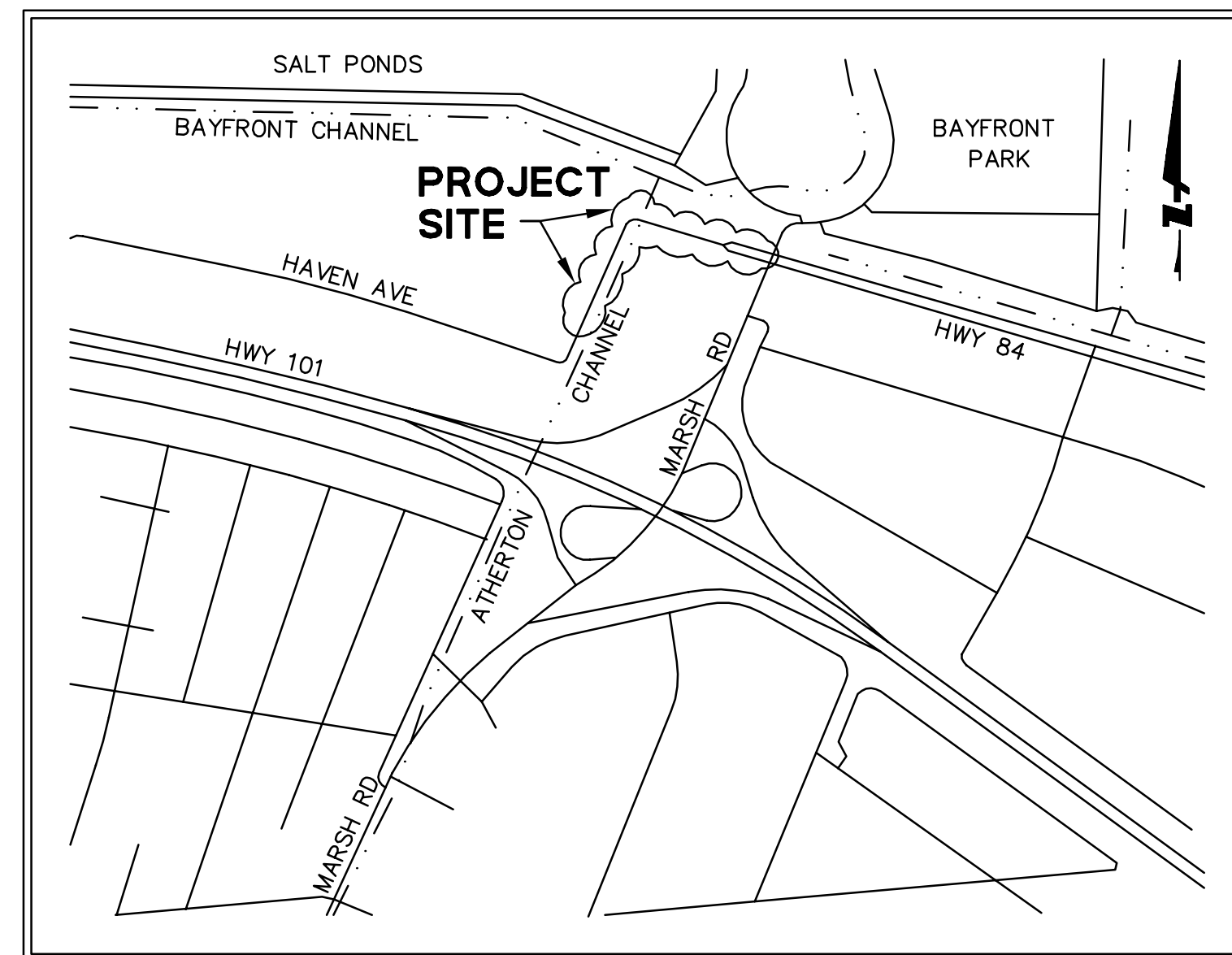
CALTRANS PERMIT #: 0413-NSV1148



PROJECT CONTACTS

<u>OWNER/DEVELOPER:</u>	ST ANTON PARTNERS 1801 I STREET SACRAMENTO, CA 94588 CONTACT: RACHEL GREEN PHONE: (916) 444-9887
<u>CIVIL ENGINEER / SURVEYOR:</u>	BKF ENGINEERS 255 SHORELINE DRIVE, SUITE 200 REDWOOD CITY, CA 94065 CONTACT: EASTON McALLISTER PHONE: (650) 482-6300
<u>LANDSCAPE ARCHITECT:</u>	MJS DESIGN GROUP 507 30TH STREET NEWPORT BEACH, CA 92663 CONTACT: PHONE: (949) 675-9964
<u>GEOTECHNICAL ENGINEER:</u>	EEL GEOTECHNICAL & ENVIRONMENTAL SOLUTIONS 2195 FARADAY AVENUE, SUITE K CARLSBAD, CA 92008 CONTACT: BILL MORRISON PHONE: (760) 431-3747
<u>DRY UTILITIES ENGINEER</u>	RGA DESIGN 6400 VILLAGE PARKWAY SUITE 204 DUBLIN, CA 94568 CONTACT: DARLENE HAYES PHONE: (925) 556-1725
<u>SEWER SERVICE:</u>	WEST BAY SANITARY DISTRICT 500 LAUREL STREET MENLO PARK, CA 94025 CONTACT: BILL KITAJIMA PHONE: (650) 321-0384
<u>WATER SERVICE:</u>	MENLO PARK WATER DISTRICT 701 LAUREL STREET MENLO PARK, CA 94025 CONTACT: PHONE: (650) 330-6780
<u>FIRE PROTECTION:</u>	MENLO PARK FIRE PROTECTION DISTRICT 1017 MIDDLEFIELD ROAD REDWOOD CITY, CA 94063 CONTACT: PHONE: (650) 780-7000
<u>GAS AND ELECTRIC SERVICE:</u>	PACIFIC GAS AND ELECTRIC 275 INDUSTRIAL RD, RM 129 SAN CARLOS, CA 94070 CONTACT: PHONE: (650) 598-7326
<u>SWPPP:</u>	NCRM, INC. 6190 NORTH STATE ST. CALPELLA, CA 95418 CONTACT: JUSTIN COFFMAN PHONE: (707) 485-7211

ABBREVIATIONS	
SYMBOL	DESCRIPTION
AB	AGGREGATE BASE
AC	ASPHALTIC CONCRETE
BC	BEGIN CURVE
BFP	BACK FLOW PREVENTOR
BW	BACK OF WALK
CB	CATCH BASIN
DW	DOMESTIC WATER
EC	END CURVE
E, ELEC	ELECTRIC
EX, EXIST	EXISTING
EG	EXISTING GROUND
EL, ELEV	ELEVATION
EP	EDGE OF PAVEMENT
FG	FINISH GRADE
FL	FLOW LINE
GB	GRADE BREAK
GW	GUY WIRE
HP	HIGH POINT
JP	JOINT POLE
LF	LINEAR FOOT
LP	LIP OF GUTTER
MAX	MAXIMUM
MIN	MINIMUM
NTS	NOT TO SCALE
OH	OVERHEAD
PL	PROPERTY LINE
PR, PROP	PROPOSED
R	RADIUS
RW	RIGHT OF WAY
S	SLOPE
SSMH	SANITARY SEWER MANHOLE
TC	TOP OF CURB
TP	TOP OF PAVEMENT
TYP	TYPICAL



VICINITY MAP
N.T.S.

SHEET INDEX		
NO.	NAME	DESCRIPTION
1	C-1	TITLE SHEET
2	C-2	EXISTING CONDITIONS AND DEMOLITION PLAN
3	C-3	HORIZONTAL CONTROL PLAN
4	C-4	GRADING PLAN
5	C-5	DETAILS SHEET
6	C-6	EROSION CONTROL PLAN
7	C-7	EROSION CONTROL NOTES AND DETAILS

PROJECT BENCHMARK

CITY OF MENLO PARK BENCHMARK NO. 3, EL 5.428 FEET (NGDV 29), BRONZE DISK EPOXIED INTO THE TOP OF CONCRETE ON THE NORTHERLY CURB LINE OF HAVEN AVENUE AND WEST SIDE OF A STORM WATER CATCH BASIN.

AT THE REQUEST OF THE CITY OF MENLO PARK, A MATHEMATICAL ADJUSTMENT OF 2.70 FEET WAS MADE TO BRING THE SITE TO NAVD88. NAVD88 BENCH MARK ELEVATION = 8.13 FEET.

BASIS OF BEARINGS

THE EAST LINE OF PARCEL 2, AS SHOWN IN BOOK 53 OF PARCEL MAPS ON PAGE 38 WAS TAKEN AS N24°12'50"E, WAS ESTABLISHED FROM FOUND MONUMENTS AND SERVED AS THE BASIS OF BEARINGS.

FLOOD ZONE

FEMA DESIGNATED FLOOD ZONE; FLOOD ZONE "AE"; AREAS OUTSIDE 0.2% ANNUAL CHANCE FLOOD PLAIN PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 06081 C 0306 E DATED OCTOBER 16, 2012.

ENGINEER'S STATEMENT

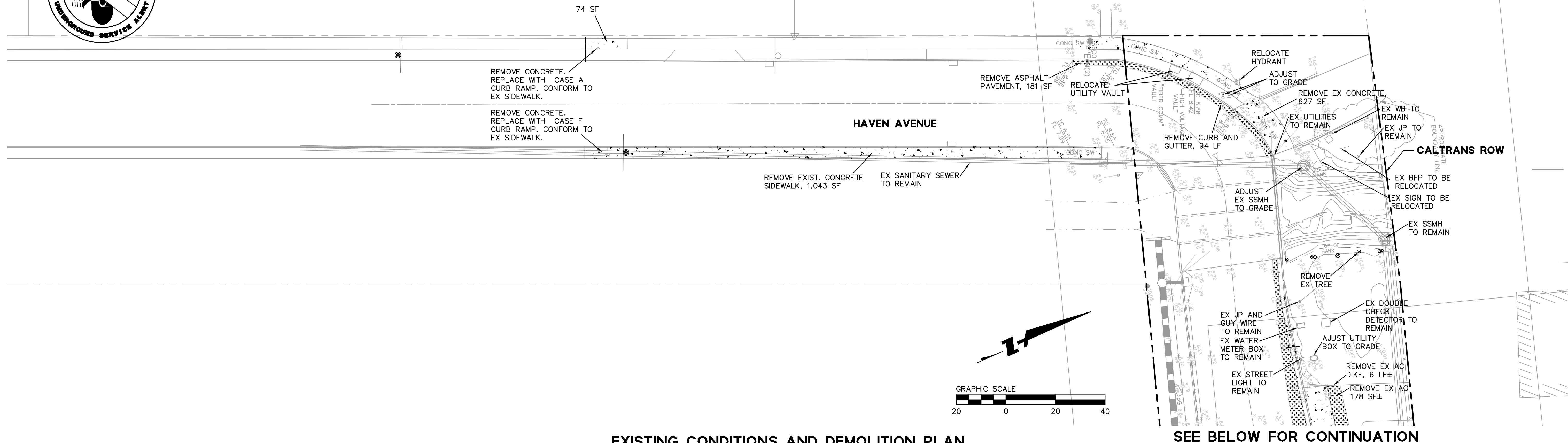
THESE PLANS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE.

EASTON C. MCALLISTER
P.E. #61148
BKF ENGINEERS

DATE

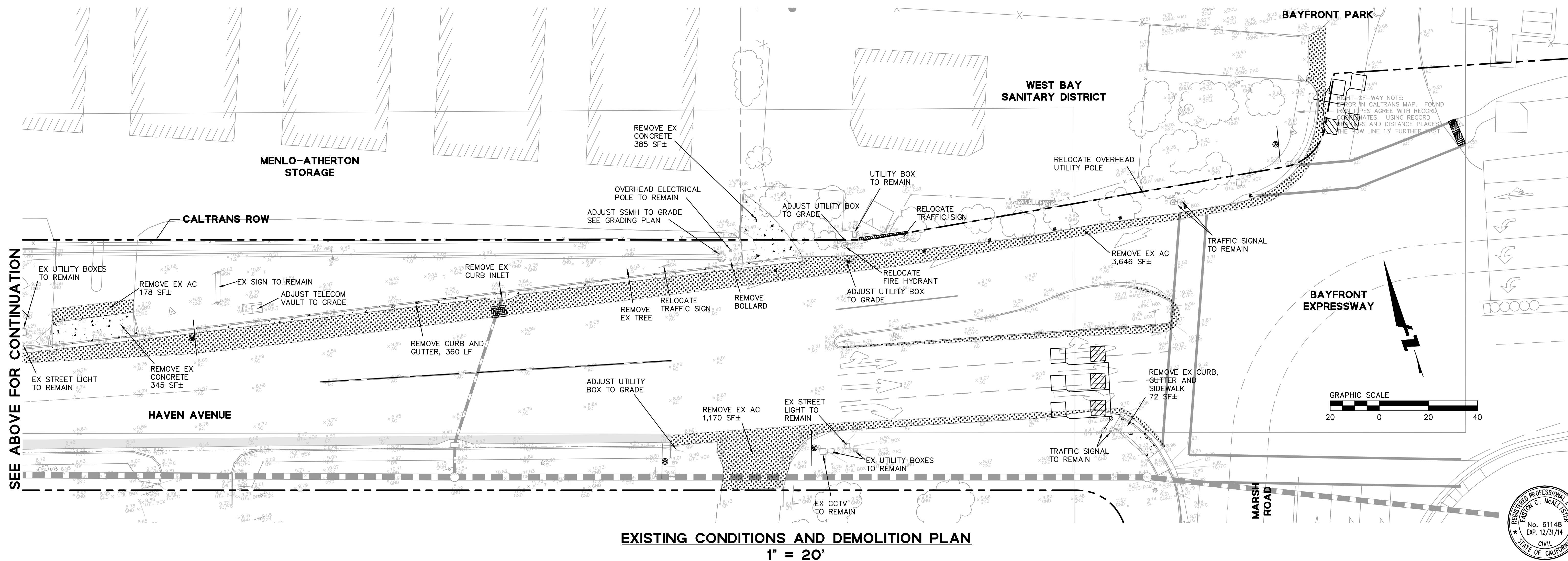


Revisions	No.	Date	Scale	AS SHOWN
		05/09/2014		
			Design	EM
			Drawn	
			Approved	
			Job No	20120200-11
			Drawing Number:	
				C-1
				1 OF 7



EXISTING CONDITIONS AND DEMOLITION PLAN
1' = 20'

SEE BELOW FOR CONTINUATION



EXISTING CONDITIONS AND DEMOLITION PLAN
1' = 20'

255 SHORELINE DRIVE, STE 200
REDWOOD CITY, CA 94065
650/482-6300 (FAX)
650/482-6399 (FAX)

BKF

ENGINEERS/PLANNERS/SURVEYORS

CALIFORNIA

HAVEN AVENUE AT MARSH ROAD
CONCEPTUAL ROADWAY IMPROVEMENTS
EXISTING CONDITIONS AND DEMOLITION PLAN

SAN MATEO COUNTY

CONCEPTUAL DESIGN PER MITIGATION MEASURES TR-1g AND TR-2w

Revisions

No.	Date	By	Rev.
1	05/09/2014	Design EM	1
2		Drawn	1
3		Approved	1

Scale 1"=20'

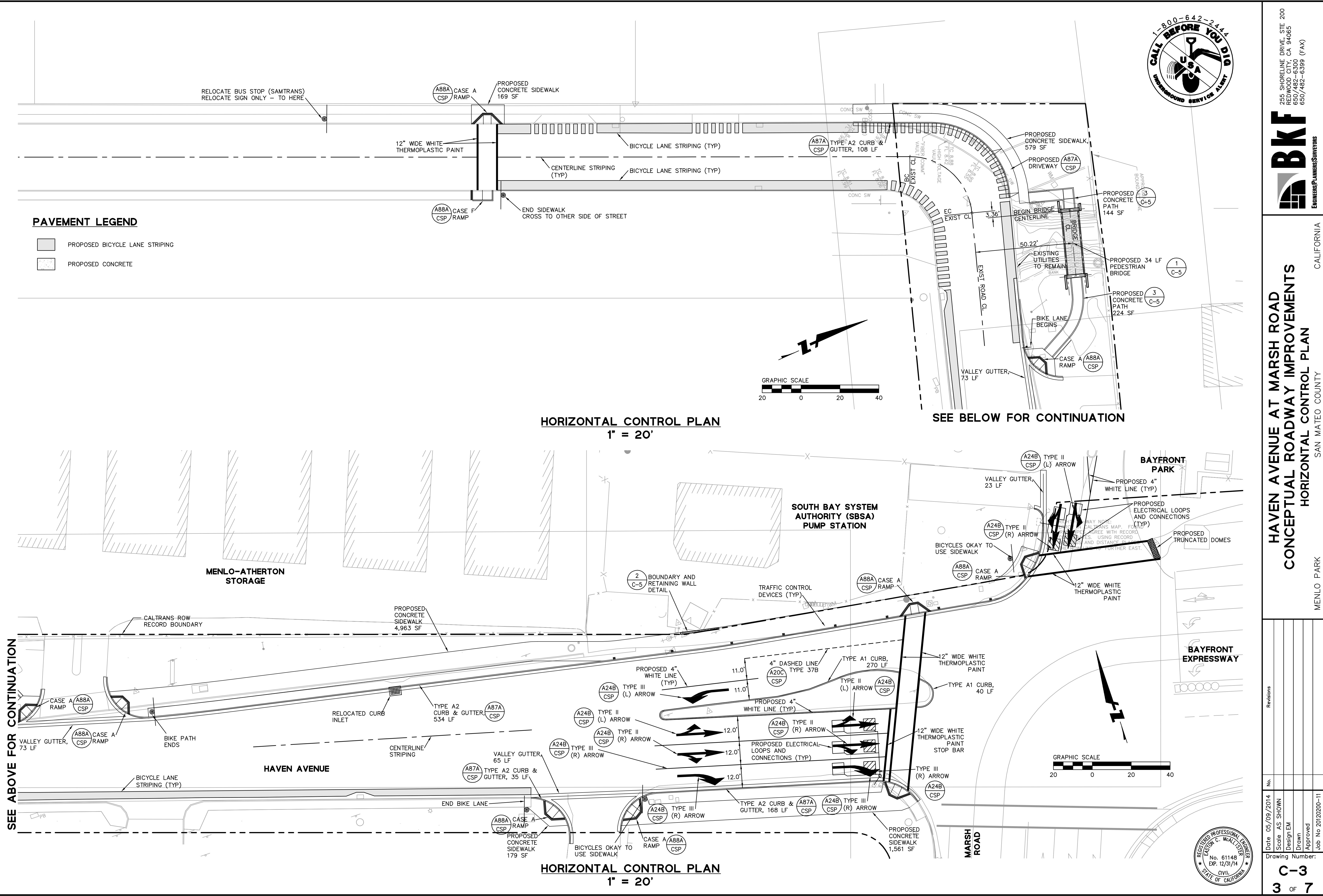
Job No 20120200-11

EXP. 12/31/14

C-2

2 OF 7

REGISTERED PROFESSIONAL ENGINEER
No. 61148
EXP. 12/31/14
CIVIL
STATE OF CALIFORNIA



255 SHORELINE DRIVE, STE 200
REDWOOD CITY, CA 94065
650/482-6300 (FAX)

Bkf

ENGINEERS/PLANNERS/SURVEYORS

CALIFORNIA

HAVEN AVENUE AT MARSH ROAD
CONCEPTUAL ROADWAY IMPROVEMENTS
HORIZONTAL CONTROL PLAN

SAN MATEO COUNTY

CONCEPTUAL DESIGN PER MITIGATION MEASURES TR-1g AND TR-2w

Revisions

No.

Date

Scale

Design

Drawn

Approved

Job No

05/09/2014

AS SHOWN

EM

20120200-11

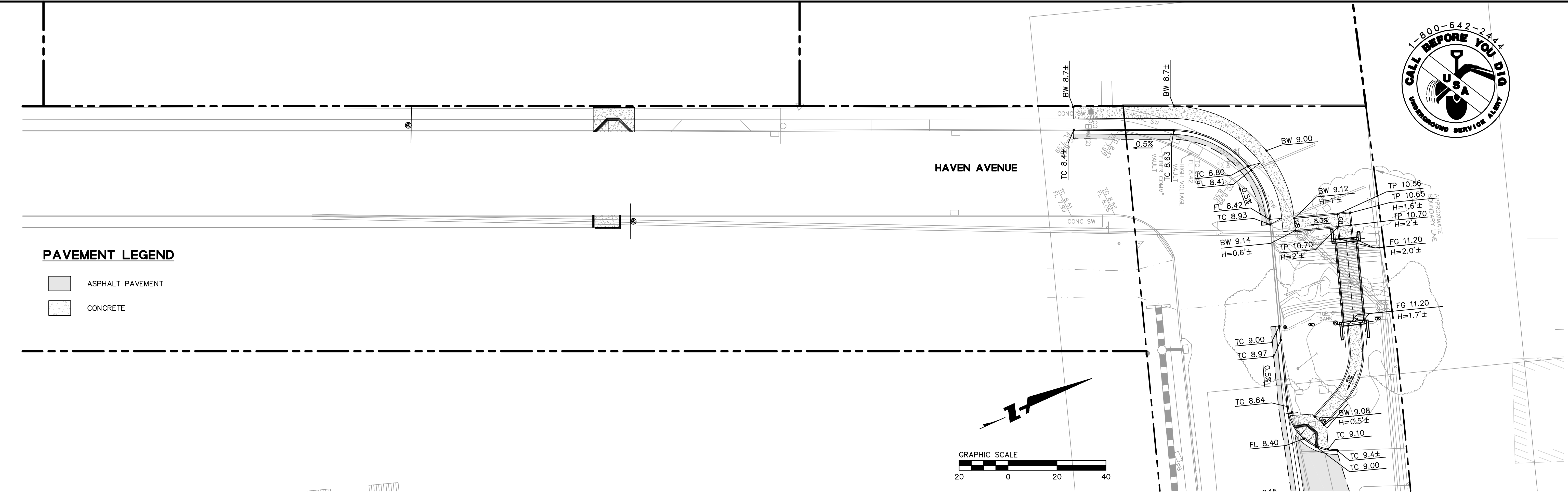
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C-3

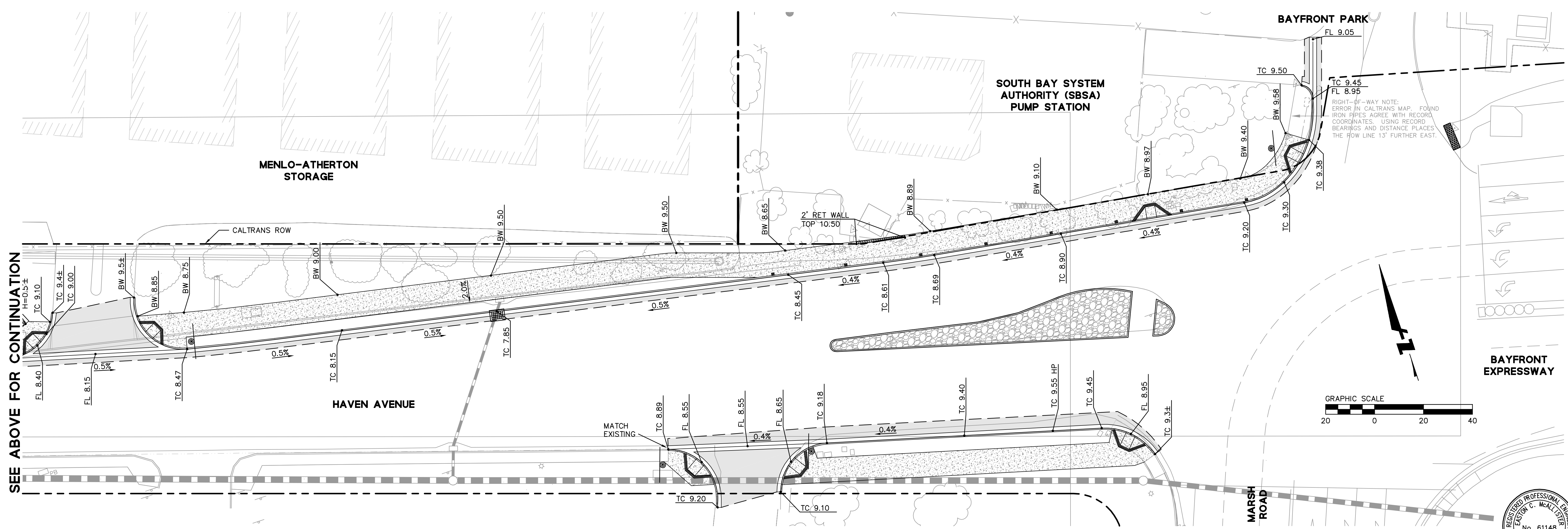
3 OF 7

REGISTERED PROFESSIONAL ENGINEER
No. 61148
EXP. 12/31/14
CIVIL
STATE OF CALIFORNIA

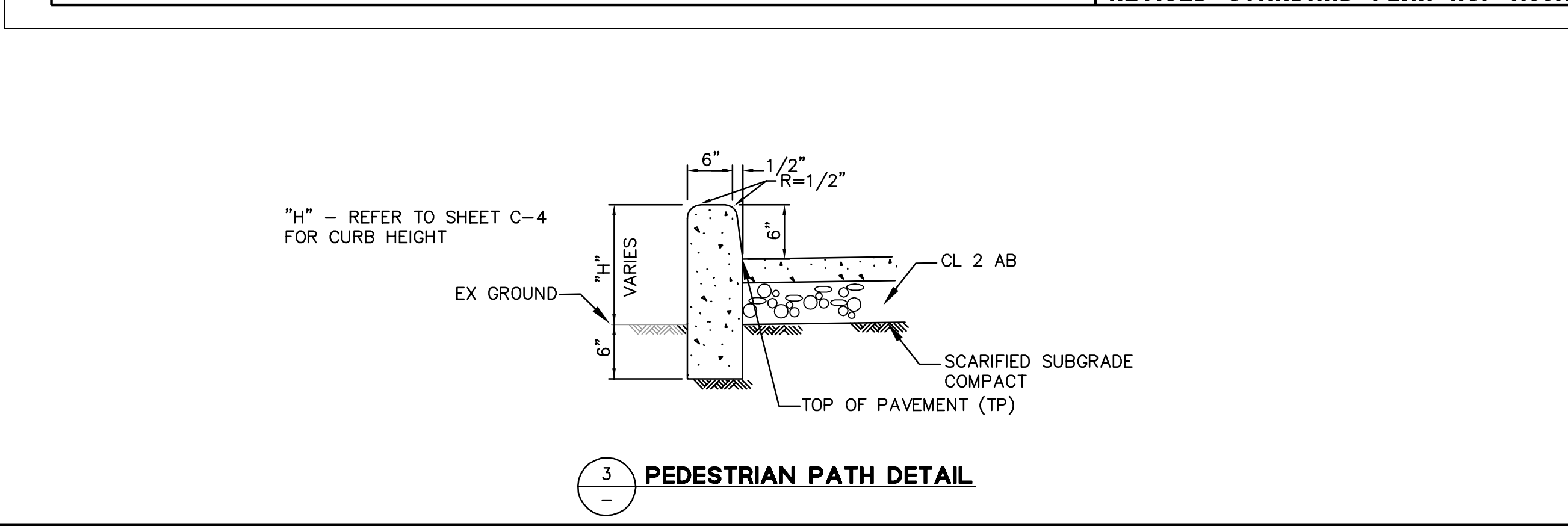
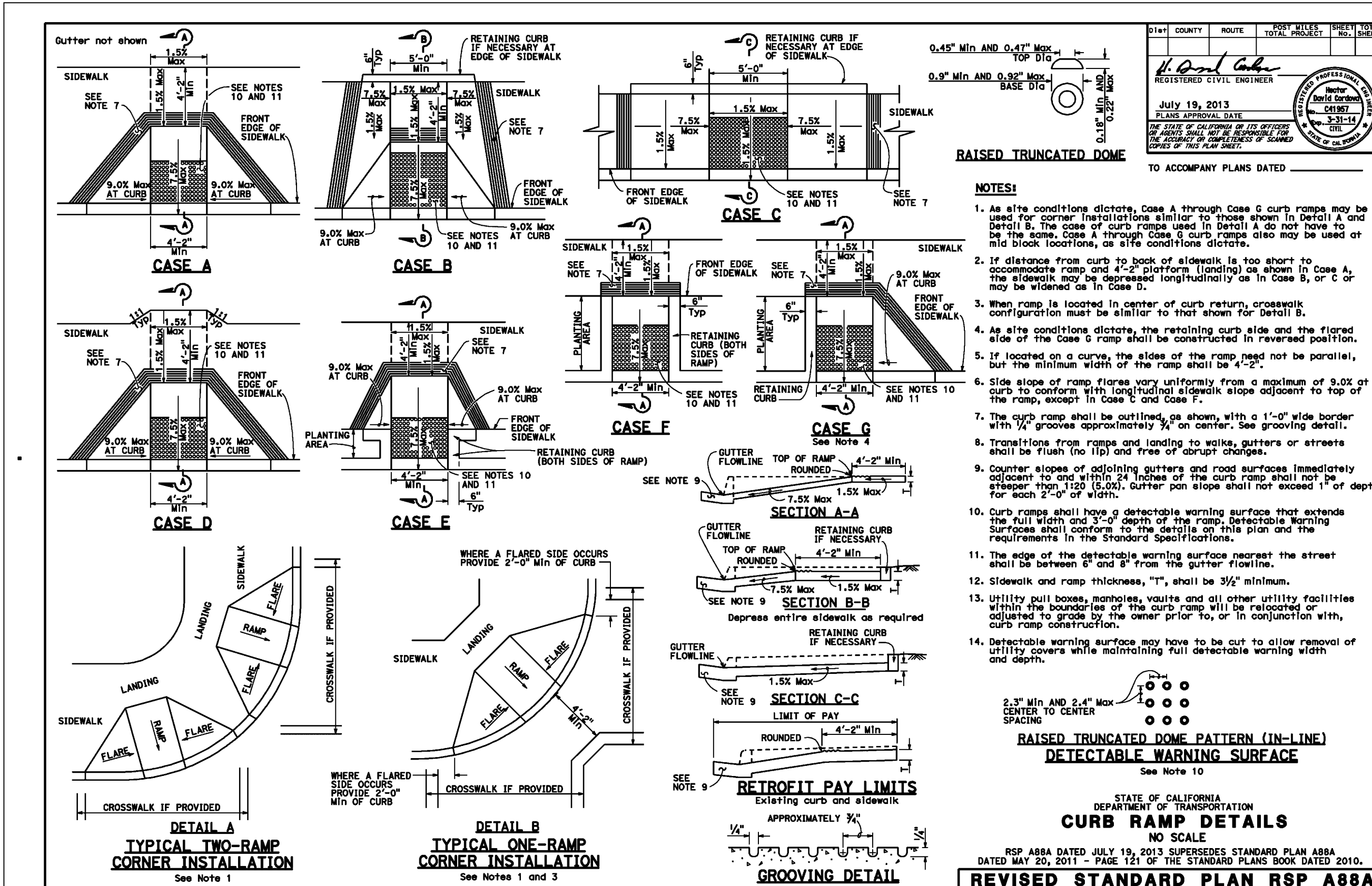
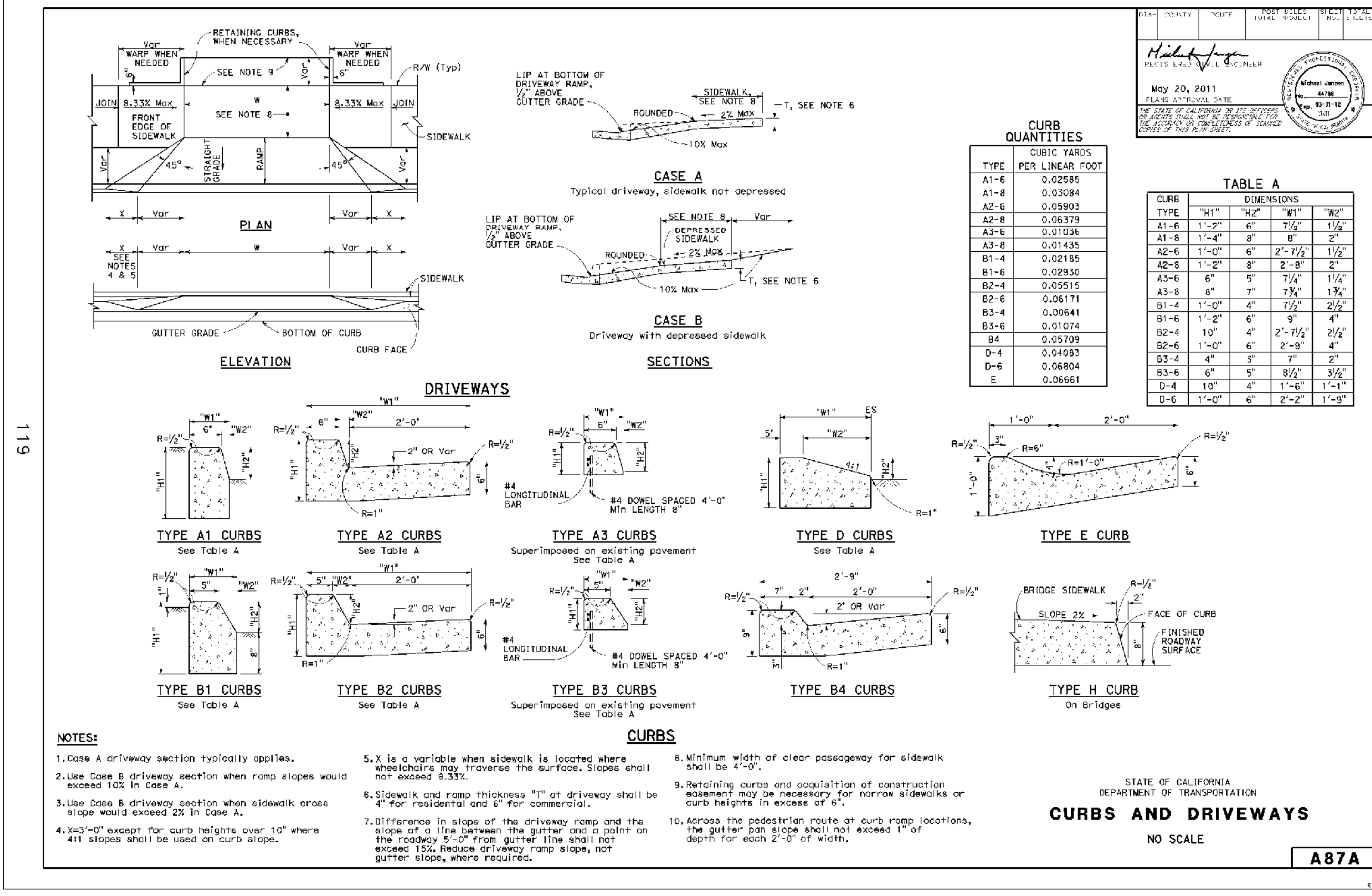
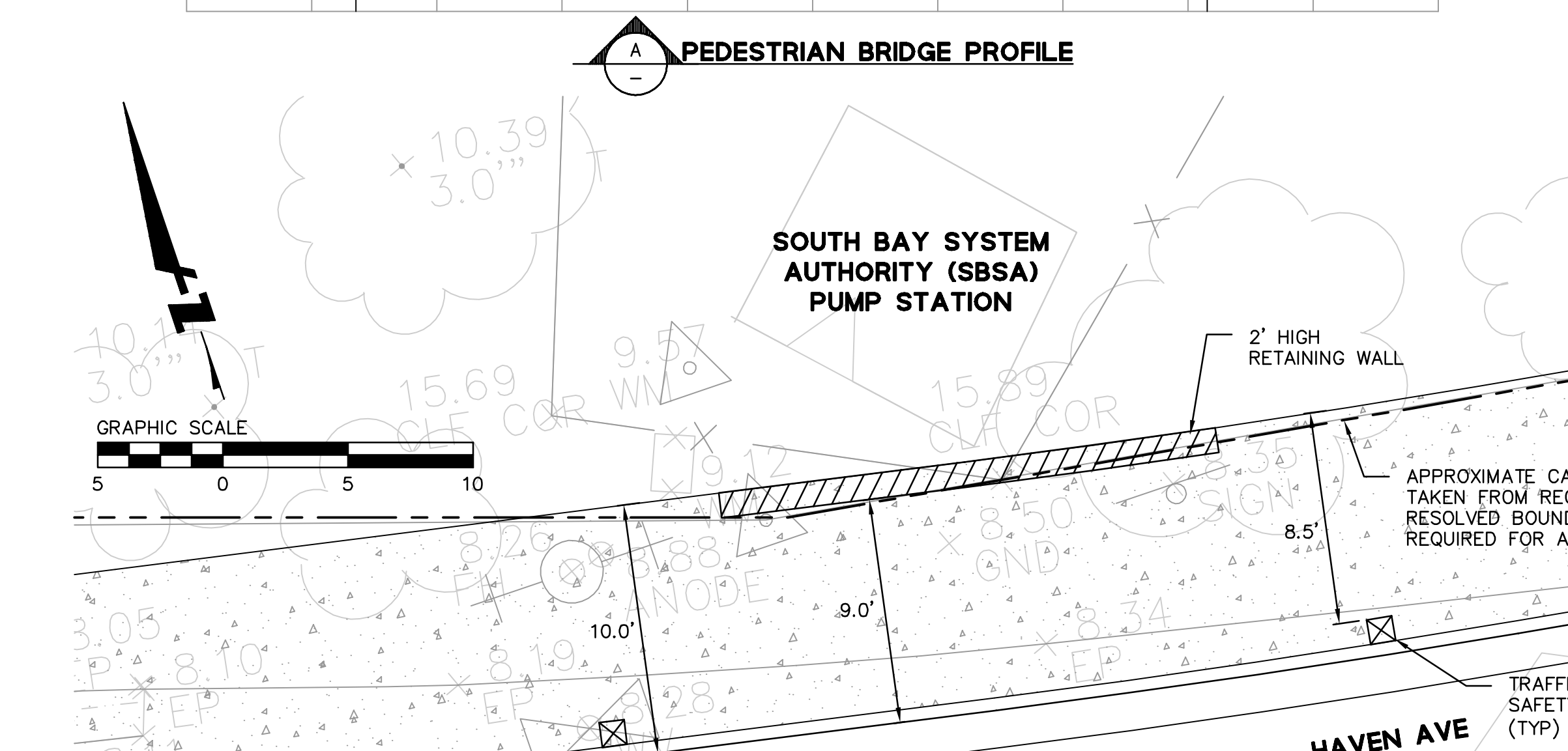
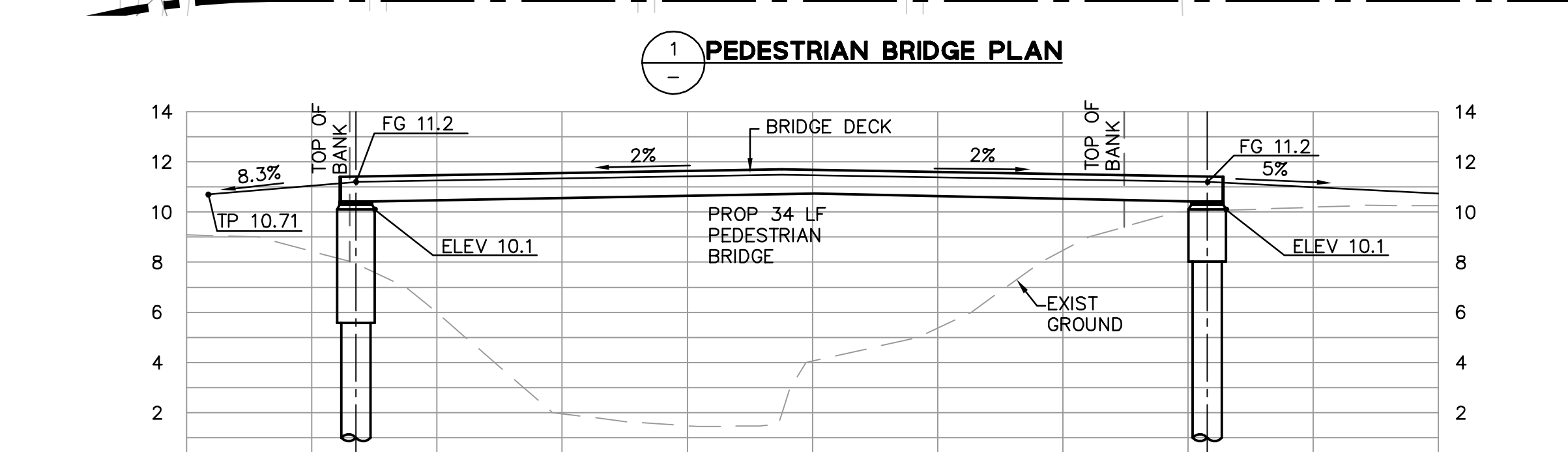
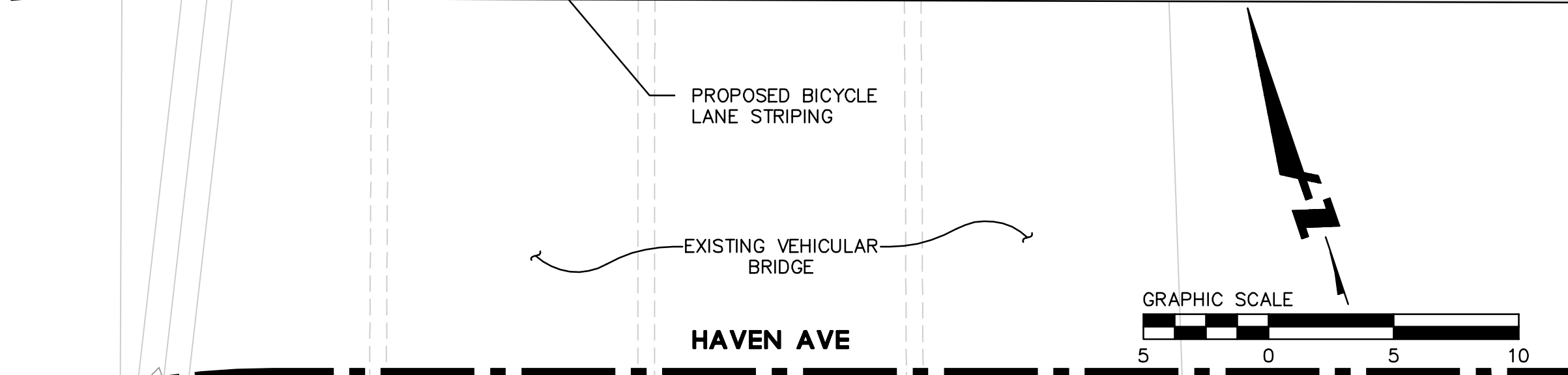
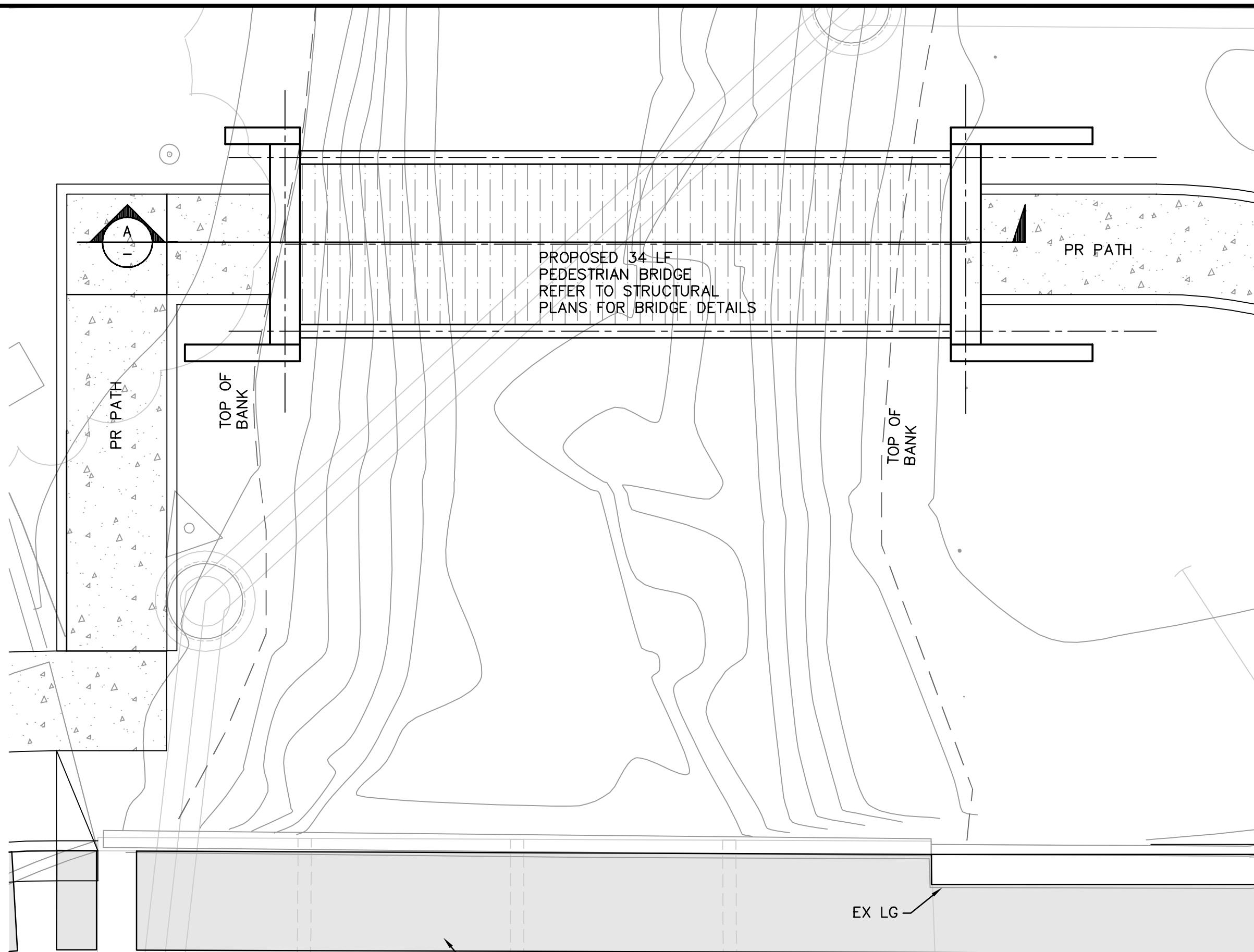
1-800-642-2444
CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT

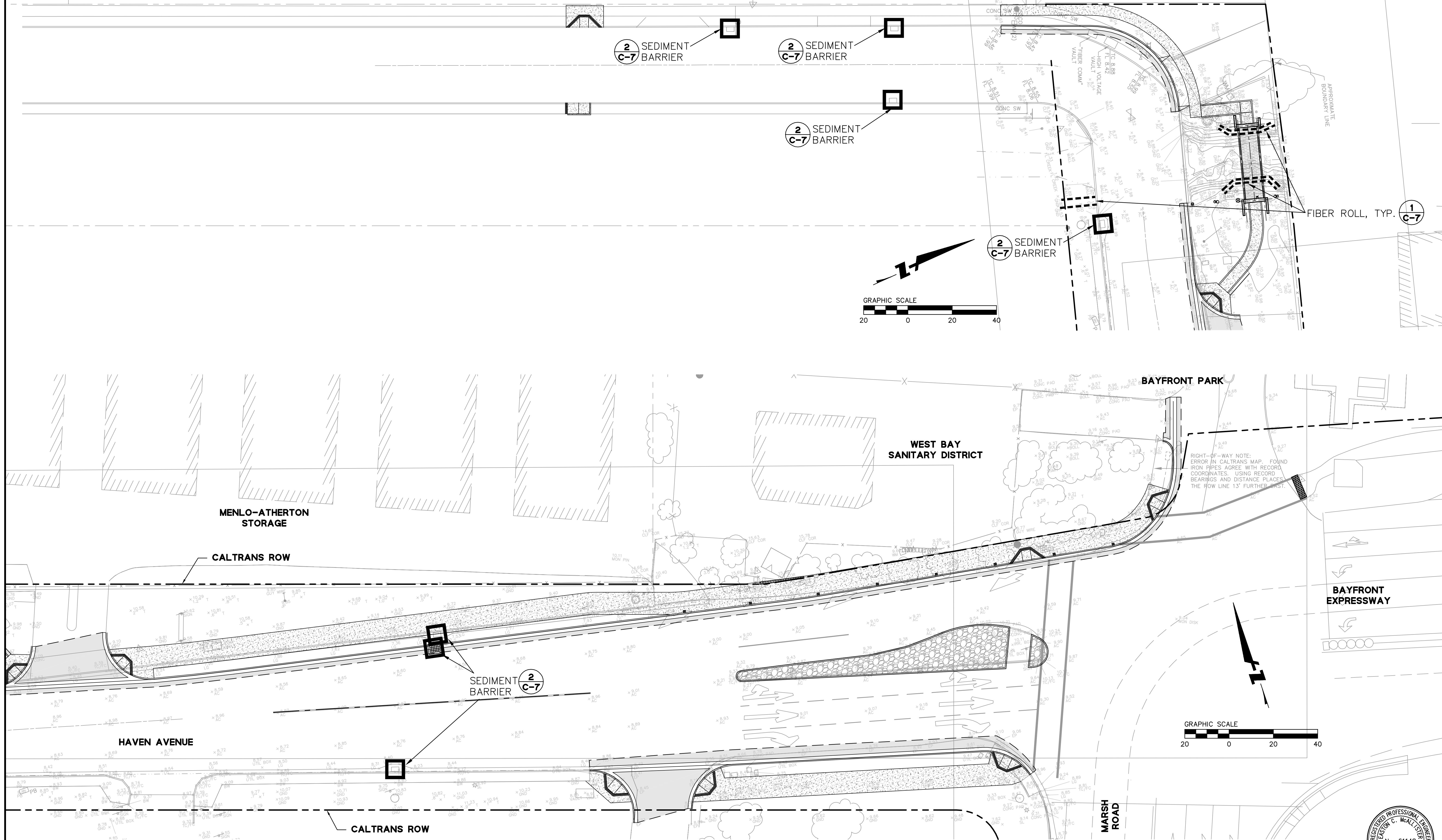


GRADING PLAN
1" = 20'



GRADING PLAN
1" = 20'





255 SHORELINE DRIVE, STE. 200
REDWOOD CITY, CA 94065
650/482-6300
650/482-6399 (FAX)

Bkf
ENGINEERS/PLANNERS/SURVEYORS

HAVEN AVENUE AT MARSH ROAD
CONCEPTUAL ROADWAY IMPROVEMENTS
EROSION CONTROL PLAN

CALIFORNIA
SAN MATEO COUNTY
MENLO PARK

CONCEPTUAL DESIGN PER MITIGATION MEASURES TR-1g AND TR-2w

Revisions
No. 1
Date 05/09/2014
Scale NTS
Design EM
Drawn EM
Approved
Job No 20120200-11

6 OF 7

REGISTERED PROFESSIONAL ENGINEER
E. C. McALISTER
No. 61148
EXP. 12/31/14
CIVIL
STATE OF CALIFORNIA

Drawing Number:
C-6

EROSION & SEDIMENT CONTROL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO PUBLIC AND/OR PRIVATELY OWNED AND MAINTAINED ROADS CAUSED BY THE CONTRACTOR'S GRADING ACTIVITIES AND SHALL BE RESPONSIBLE FOR THE CLEANUP OF MATERIAL SPILLED ON PUBLIC ROAD ON THE HAUL ROUTE. ADJACENT PUBLIC ROADS SHALL BE CLEANED AT THE END OF EACH WORKING DAY.

2. IMPLEMENT BEST MANAGEMENT PRACTICES PER SWPPP & NPDES REQUIREMENTS.

3. DURING CONSTRUCTION, MAINTAIN SUMMERTIME DRAINAGE THROUGHOUT THE SITE.

4. CONDUCT MAINTENANCE, MONITORING, AND INSPECTIONS ACCORDING TO BEST MANAGEMENT PRACTICES. CONDUCT TRAINING OR INSPECTION PERSONNEL PRIOR IMPLEMENTATION OF THE MONITORING PROGRAM. INCLUDE REGULAR SITE INSPECTIONS AND REPORTS IN THE MONITORING PROGRAM. IN ADDITION, PROVIDE MONITORING FORMS AND COMPLIANCE CERTIFICATION TO THE OWNER'S REPRESENTATIVE AND PROJECT ENGINEER BY JULY 1 FOR THE PREVIOUS YEARS ACTIVITIES.

5. PROVIDE THE NAME, ADDRESS AND 24 HOUR TELEPHONE NUMBER OF THE PERSON RESPONSIBLE FOR IMPLEMENTATION OF EROSION AND SEDIMENTATION CONTROL TO THE CONSTRUCTION MANAGER AND THE CITY.

6. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THIS EROSION CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF THE PROJECT INSPECTOR.

7. THE EROSION CONTROL PLAN COVERS ONLY THE FIRST WINTER DURING WHICH CONSTRUCTION IS TO TAKE PLACE. PLANS ARE TO BE RESUBMITTED PRIOR TO SEPTEMBER 1ST OF EACH SUBSEQUENT YEAR UNTIL THE SITE IMPROVEMENTS ARE ACCEPTED BY THE CONSTRUCTION MANAGER, PROJECT ARCHITECT AND PROJECT ENGINEER.

8. INSPECT AND REPAIR EROSION CONTROL FACILITIES AT THE END OF EACH WORK DAY DURING THE RAINY SEASON.

9. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DURING GRADING OPERATION, BEFORE OCTOBER 1 AND PRIOR TO INSTALLATION OF THE STORM DRAINAGE SYSTEM. SUCH ADDITIONAL MEASURES WILL BE CONTINGENT UPON THE STAGE OF GRADING OPERATION. IMPLEMENT ANY ADDITIONAL EROSION CONTROL MEASURES AS REQUIRED BY THE PROJECT ENGINEER.

10. INSPECT EROSION CONTROL MEASURES AND MAKE NECESSARY REPAIRS AFTER EACH STORM EVENT.

11. THIS PLAN MAY NOT COVER SITUATIONS THAT ARISE DURING CONSTRUCTION DUE TO UNANTICIPATED FIELD CONDITIONS. KEEP SEDIMENT-LADEN STORM WATER RUNOFF FROM LEAVING THE SITE. STRAW WATTLES, SAND BAGS AND SILT FENCES SHALL BE USED BY THE CONTRACTOR ON AN AS NEEDED BASIS TO INHIBIT SILT FROM LEAVING THE SITE AND ENTERING THE STORM DRAIN SYSTEM. PROTECT DOWNSTREAM CATCH BASINS & DRAIN INLETS AS NECESSARY. EXISTING, TEMPORARY, OR PERMANENT CATCH BASINS SHALL USE ONE OF THE SEDIMENT BARRIERS OR INSERTS LISTED ABOVE UNTIL UPSTREAM SOILS ARE STABILIZED.

12. OBTAIN REQUIRED PERMITS PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.

13. PROTECT BORROWED AND TEMPORARY STOCKPILES WITH APPROPRIATE EROSION CONTROL MEASURES (TARPS, STRAW WATTLES, SILT FENCES ETC.) TO ENSURE SILT DOES NOT LEAVE THE SITE OR ENTER THE STORM DRAIN SYSTEM.

14. TRUCK TIRES SHALL BE CLEAN PRIOR TO EXITING THE PROPERTY.

15. DURING PERIODS WHEN STORMS ARE FORECAST –

A. DO NOT PLACE EXCAVATED SOILS IN STREETS OR ON PAVED AREAS.

B. WHERE STOCKPILING IS NECESSARY, USE A TARPULIN OR SURROUND THE STOCKPILED MATERIAL WITH STRAW BALES, SILT FENCE, OR OTHER RUNOFF CONTROLS.

C. SWEEP ALL PAVED AREAS EXPOSED TO SOIL EXCAVATION AND PLACEMENT.

DURING PERIODS WHEN STORMS ARE NOT FORECAST –

A. PREVENT STOCKPILED MATERIAL FROM ENTERING THE STORM DRAIN SYSTEM.

B. REMOVE LOOSE SOIL VIA SWEEPING FOLLOWING REMOVAL OF DIRT.

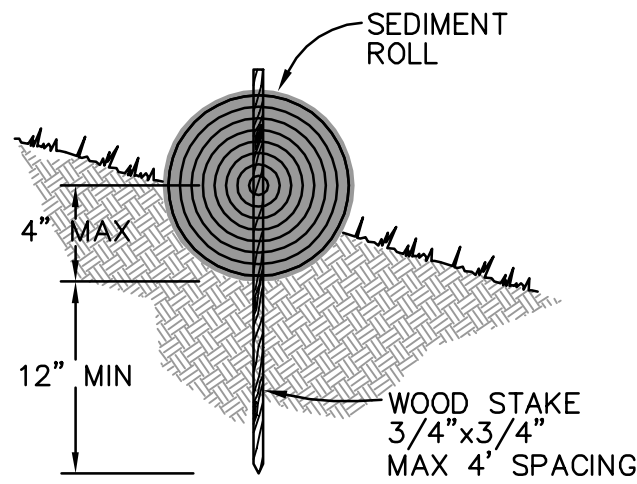
16. OBTAIN A CURRENT STORM WATER POLLUTION PREVENTION PLAN AND KEEP IT ON SITE AT ALL TIMES. IN ADDITION, REVIEW THE SWPPP AND MAINTAIN THE SITE AS REQUIRED.
17. COVER EXPOSED SOIL AT STREET / SIDEWALK LEVEL WITH EROSION CONTROL, BLANKET NORTH AMERICAN GREEN S75BN, OR APPROVED EQUIVALENT.
18. GRAVEL MATERIAL IN SACK SHALL BE PEA GRAVEL.
19. CONSTRUCT SACKS OF WOVEN POLYPROPYLENE, POLYETHYLENE OR POLYAMIDE FABRIC MINIMUM FABRIC WEIGHT IS 4 OUNCES PER SQUARE YARD AND THE MULLEN BURST STRENGTH SHOULD EXCEED 300 PSI. MATERIALS SHOULD CONFORM TO ASTM D3786 AND HAVE ULTRAVIOLET STABILITY IN EXCESS OF 70 PERCENT ACCORDING TO ASTM D4355. BURLAP IS NOT ACCEPTABLE.
20. GRAVEL SACKS SHALL BE AT LEAST 4" HIGHER THAN THE FIBER ROLL AT THE NEAREST CATCH BASIN.
21. INSPECT SACKS BEFORE AND AFTER A RAIN EVENT AND WEEKLY DURING THE WET SEASON.
22. RESHAPE BARRIER OR REPLACE GRAVEL SACKS AS NEEDED.
23. REPAIR WASHOUTS OR OTHER DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES.
24. REMOVE SILT WHEN THE DEPTH REACHES ONE-THIRD OF THE BARRIER HEIGHT.
25. PREVENT WATER FROM FLOWING AROUND THE ENDS OF THE BARRIER.
26. FROM MAY THROUGH OCTOBER, DO NOT ALLOW WATER TO POND BEHIND GRAVEL SACK BARRIERS FOR MORE THAN 7 DAYS.
27. REMOVE GRAVEL SACKS AT THE END OF THE CONSTRUCTION PERIOD OR WHEN THE SITE HAS BEEN STABILIZED.
28. FILL OUT THE REQUIRED ANNUAL COMPLIANCE FORM AND SEND TO THE REGIONAL WATER QUALITY CONTROL BOARD, IF THE PROJECT LASTS LONGER THAN 1 YEAR.
29. MAINTAIN EROSION CONTROL MEASURES UNTIL DISTURBED AREAS ARE STABILIZED. MAKE CHANGES TO THIS EROSION CONTROL PLAN TO MEET FIELD CONDITIONS WITH THE APPROVAL OF OR AT THE DIRECTION OF THE PROJECT INSPECTOR PRIOR TO IMPLEMENTING THE MODIFICATIONS.
30. ALTHOUGH SPECIFIC LOCATIONS FOR SEDIMENT CONTROL FACILITIES ARE SHOWN ON THESE PLANS, MODIFY THIS EROSION CONTROL PLAN WHEN NECESSARY TO MEET FIELD CONDITIONS.
31. UPDATE THE PLANS TO REFLECT CHANGING SITE CONDITIONS. BASE PLAN UPDATES UPON GENERAL SURVEY DATA. MONITOR EROSION CONTROL EFFECTIVENESS AND UPGRADE THE PLANS, AS REQUIRED, TO PREVENT SIGNIFICANT QUANTITIES OF SEDIMENT FROM ENTERING THE DOWNSTREAM DRAINAGE SYSTEM.

DUST CONTROL NOTES:

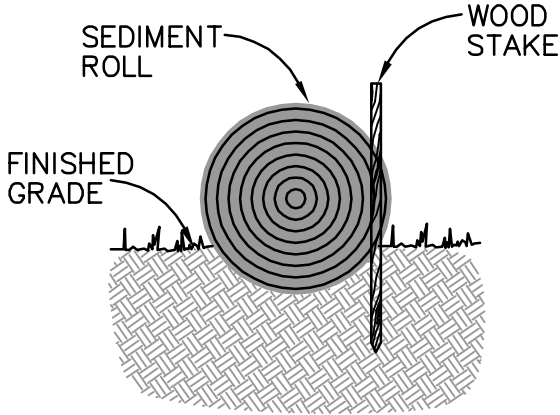
THE DUST CONTROL PROGRAM SHALL INCLUDE THE FOLLOWING MEASURES FROM TABLE 2 OF THE BAAQMD CEQA GUIDELINES AS APPLICABLE AND FEASIBLE.

1. WATER ALL ACTIVE CONSTRUCTION AREAS AT LEAST TWICE DAILY
2. COVER ALL TRUCKS HAULING SOIL, SAND, AND OTHER LOOSE MATERIALS OR PROVIDE AT LEAST TWO FEET OF FREEBOARD
3. PAVE, APPLY WATER THREE TIMES DAILY, OR APPLY NON-TOXIC SOIL STABILIZERS ON ALL UNPAVED ACCESS ROADS, PARKING AREAS, AND STAGING AREAS CONSTRUCTION SITES.
4. SWEEP STREETS DAILY IF VISIBLE SOIL MATERIAL IS CARRIED ONTO ADJACENT PUBLIC STREETS.

5. ENCLOSE, COVER, WATER TWICE DAILY, OR APPLY NON-TOXIC SOIL BINDERS TO EXPOSED STOCKPILES (DIRT, SAND, ETC.)
6. LIMIT TRAFFIC SPEEDS ON UNPAVED ROADS TO 15 MPH.
7. REPLANT VEGETATION IN DISTURBED AREAS AS QUICKLY AS POSSIBLE.
8. SUSPEND ALL GRADING ACTIVITY WHEN SUSTAINED WINDS EXCEED 25 MPH.



ENTRENCHMENT DETAIL
IN SLOPE AREA



ENTRENCHMENT DETAIL
IN FLAT AREA

NOTES:

1. USE REED & GRAHAM, INC. GEOSYNTHETICS STRAW WATTLE FIBER ROLL (COMES IN 9" X 25' ROLLS) OR APPROVED EQUIVALENT.
2. FIBER ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE FIBER ROLL IN A TRENCH, 3" – 5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND FIBER ROLL.
3. THE TOP OF THE STRUCTURE (PONDING HEIGHT) MUST BE WELL BELOW THE GROUND ELEVATION DOWNSLOPE TO PREVENT RUNOFF FROM BY-PASSING THE INLET. EXCAVATION OF A BASIN ADJACENT TO THE DROP INLET OR A TEMPORARY DIKE ON THE DOWNSLOPE OF THE STRUCTURE MAY BE NECESSARY.
4. IN PAVED AREAS, USE SAND BAGS TO SECURE FIBER ROLLS IN PLACE OF WOOD STAKE.

1

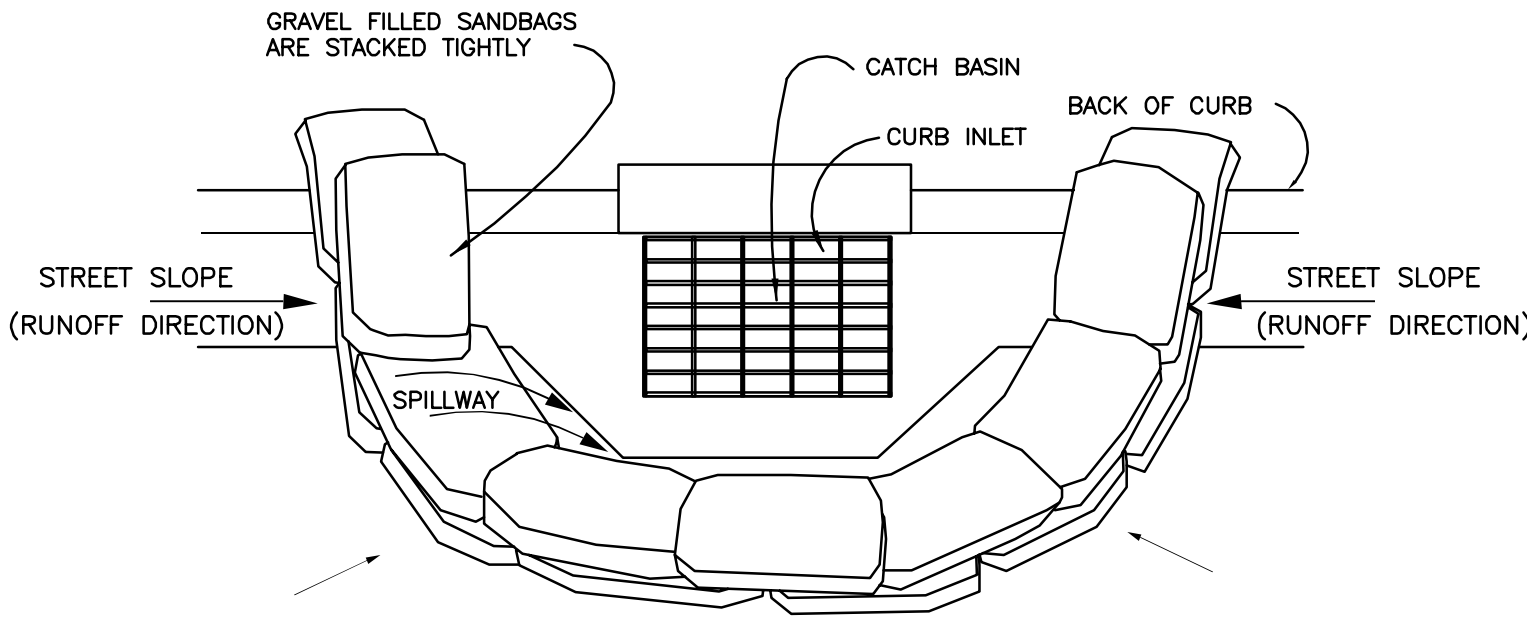
FIBER ROLL

SCALE: NTS

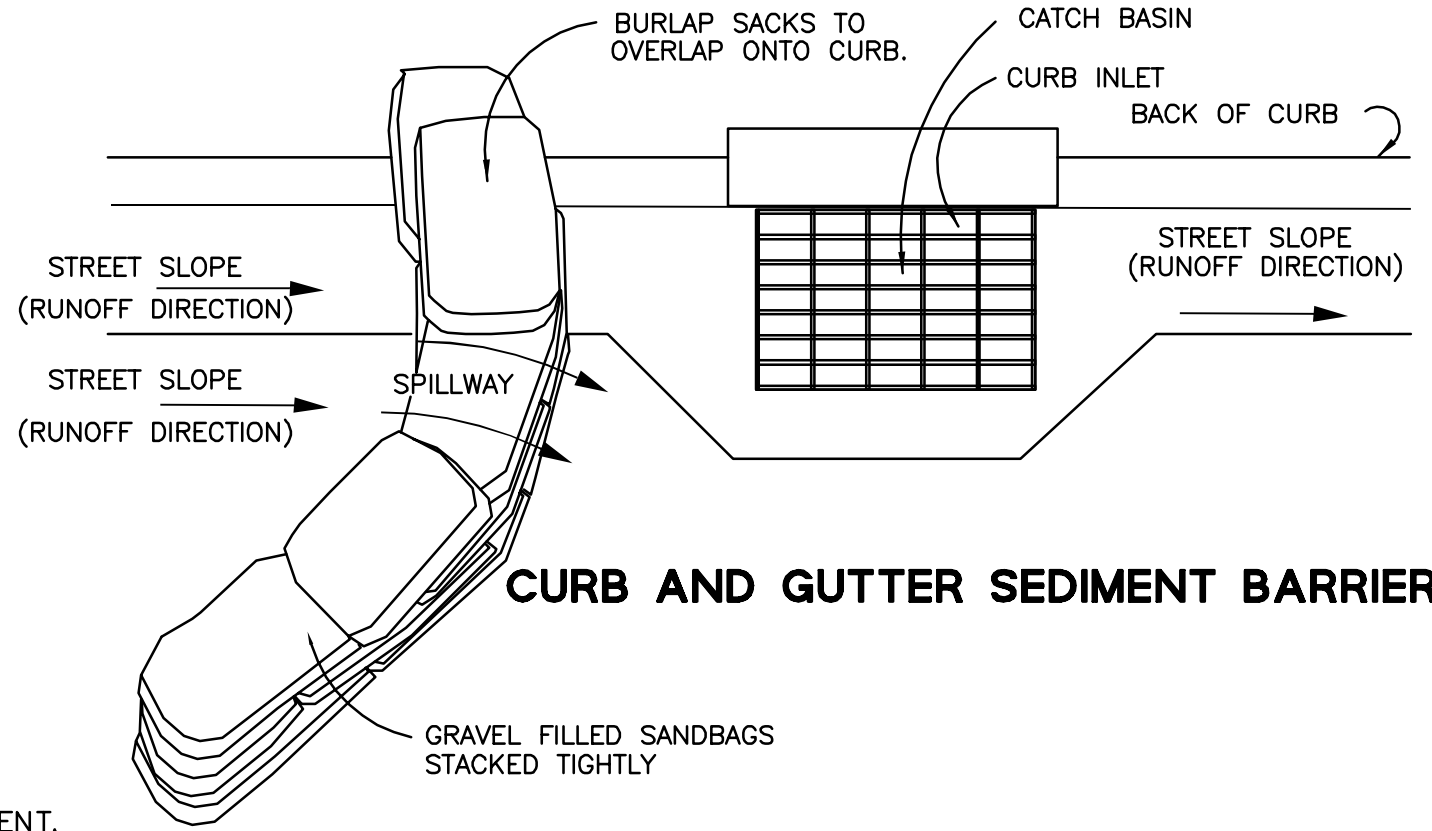
2

SEDIMENT BARRIER

SCALE: NTS



CURB INLET SEDIMENT BARRIER



NOTES:

1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREETS, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. SANDBAGS OF EITHER BURLAP OR WOVEN GEOTEXTILE FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY
3. LEAVE ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY OVERFLOW. TOP OF SPILLWAY SHALL BE LOWER THAN TOP OF CURB.
4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT, SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.



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HAVEN AVENUE AT MARSH ROAD
CONCEPTUAL ROADWAY IMPROVEMENTS
EROSION CONTROL NOTES AND DETAILS

MENLO PARK

CONCEPTUAL DESIGN PER MITIGATION MEASURES TR-1g AND TR-2w

Revisions		No.	Date
	Scale NTS		05/09/2014
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