

RECORDING REQUESTED BY:

City of Manteca

WHEN RECORDED MAIL TO:

City Clerk  
City of Manteca  
1001 W Center Street  
Manteca, CA 95337

NO FEE DOCUMENT  
Per Government Code 6103

(THIS SPACE FOR RECORDER'S USE)

A.P.N.: 198-20-021  
and 198-20-023

**EASEMENT AND AGREEMENT TO MAINTAIN  
ON-SITE STORMWATER FACILITIES**

**Centerpoint Properties Trust, 2952 Intermodal Way**

THIS EASEMENT AND AGREEMENT, entered into in the City of Manteca, County of San Joaquin, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF MANTECA, a Municipal Corporation, hereinafter called "City" and CENTERPOINT PROPERTIES TRUST, a Maryland real estate investment trust, hereinafter called "Owner".

WHEREAS, Owner is developing real property in the City of Manteca, County of San Joaquin, State of California, and

WHEREAS, Owner, as a condition of the development project known as Northwest Airport Way Master Plan (Master Plan Project #09-99-01), the City required the project to construct an on-site storm drainage detention basin with a discharge pump station, hereinafter referred to as "Stormwater Facilities", and

WHEREAS, the Stormwater Facilities are located as described in Exhibit "A" and depicted on Exhibit "B", each of which is attached hereto and incorporated herein by this reference, hereinafter referred to as "Premises", and

WHEREAS, pursuant to the City of Manteca Municipal Code Section 13.28.070, the Owner shall enter into an enforceable maintenance agreement to ensure the Stormwater Facilities function as designed, and

WHEREAS, pursuant to the conditions of the master plan, and the Manteca Municipal Code, the Owner shall execute and file an Agreement with the City agreeing to maintain Stormwater Facilities in accordance with the manufacturer's recommendations, and

WHEREAS, this agreement is prepared and executed in compliance with the provisions of said Manteca Municipal Code;

**NOW, THEREFORE, IT IS AGREED between City and Owner as follows:**

**I**

Owner, at Owner's sole expense, shall be responsible for the operation, maintenance, repair and replacement of Stormwater Facilities. Maintenance of said Stormwater Facilities shall include regularly scheduled maintenance as recommended by the manufacturer, and according to the Operation and Maintenance Plan described in Exhibit "C", hereinafter referred to as "Maintenance Plan". Said Maintenance Plan shall include a map showing the location and identification number of all treatment systems. No modification or change to the treatment system shall be made without approval of the City of Manteca Public Works Department, and any proposed modification or change shall include a proposed update to the Maintenance Plan.

**II**

Owner shall conduct a minimum of one (1) annual inspection of the Stormwater Facilities. This inspection shall occur between August 1<sup>st</sup> and September 30<sup>th</sup> of each year. More frequent inspections may be required by the Maintenance Plan. The results of the inspections shall be recorded on the Stormwater Facilities Inspection and Maintenance Report shown on attached Exhibit "D", hereinafter referred to as "Maintenance Report". Owner shall, on an annual basis, and after each required inspection, complete the Maintenance Report, and mail a copy to the City of Manteca. The Maintenance Report shall also include a record of the volume of all accumulated debris removed from the Stormwater Facilities.

**III**

Owner hereby grants a storm drain basin and pump station easement, in gross, across, over, in and beneath the Premises, to the City of Manteca. The easement shall also allow the City access to the Stormwater Facilities for the purpose of inspecting the treatment systems for compliance with the maintenance required herein, and for other inspection, maintenance, replacement, repairs, and corrections as authorized by this agreement.

**IV**

Owner shall, upon receipt of written notice from City, make noticed repairs, replacements, or corrections to the Stormwater Facilities within ten (10) days from the date of the notice. If Owner fails to make such repairs, replacements, or corrections, or otherwise fails to maintain the Stormwater Facilities in accordance with the requirements of this Easement and Agreement, the City shall have the right, but not the obligation, to make said repairs, replacements, or perform such maintenance and Owner shall reimburse City for all expenses actually incurred by City, which shall be due and payable upon receipt of an invoice for same. City may, without liability for so doing, take possession of and utilize in completing maintenance, repairs, replacements, or corrections, such materials, appliances, tools, and other property belonging to Owner as may be onsite and necessary for the performance of the work.

**V**

This Easement and Agreement shall run with the land and shall be binding upon all heirs, successors, and assigns of Owner. Owner further agrees whenever the Premises is 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 Premises.

**VI**

**INSPECTION:**

The City may inspect these premises to establish compliance with the provisions of this Easement and Agreement, and any applicable California state, federal, and local laws pertaining to the treatment and discharge of storm water.

The Owner shall maintain a copy of the Maintenance Plan and Maintenance Reports on site, and shall make them available for inspection purposes upon demand. All Maintenance Reports shall be kept for a period of 5 years from the maintenance date.

Owner shall provide reasonable access to the Premises for inspection, and, if necessary, maintenance, replacement, repair, and corrections. In addition to all other remedies available at law or in equity, if Owner refuses reasonable access to the Premises for purposes of inspection, the City shall notify Owner that it is in violation of this Easement and Agreement, and the Director of Public Works may issue an administrative order, mandating such access no later than a specified date and time and at all reasonable times subsequent to that date and time.

Nothing in this Easement and Agreement shall prohibit the City from obtaining an administrative warrant in instances where the Director of Public Works or his designee believes there is evidence that Owner's refusal to consent to inspection is concealing criminal acts, or willful or negligent discharges in violation of the City of Manteca Municipal Code or any other applicable laws or regulations.

If, in the opinion of the Director of Public Works, immediate access to the Premises is necessary to protect the stormwater treatment system, the environment, or the public health, safety, or welfare from the effects of present or imminent discharges, the Director of Public Works or his designees may access the Premises without the consent of Owner.

The City is granted an easement to enter the Premises at any reasonable time to inspect the Premises, processes, and records of Owner; to sample or monitor the discharge, and to copy all records relating to treatment and storm water discharge to the City of Manteca storm drainage system, to verify that the discharge is in compliance with the City of Manteca Storm Drain Master Plan, with this agreement, and all applicable state, federal, and local laws pertaining to storm drainage treatment and disposal to publicly owned drainage systems or waters of the United States.

**VII**

**AGREEMENT OF INDEMNITY:**

"Owner", its heirs, executors, administrators, successors, and assignees, jointly and severally do hereby at all times agree to defend, indemnify and hold harmless the City from and against any and all actions, or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature including reasonable counsel or attorney fees, whether incurred under retainer or salary or otherwise, which the City shall or may at any time sustain or incur by reason of, or in connection with the construction, operation and maintenance of, the onsite storm drainage treatment system(s), or which the City may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted to enforce the obligations of this Easement and Agreement, except to the extent resulting by the actions or omissions of the City, its employees, agents and contracts.

**VIII**

**HEIRS, SUCCESSORS, ASSIGNS, ETC:**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, and shall run with the land.

**IX**

**NOTICES**

All notices required or provided for in this Easement and Agreement shall be in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and is addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing:

If to the City:

City Engineer  
City of Manteca  
1001 West Center Street  
Manteca, CA 95337

If to the Developer:

CenterPoint Properties Trust  
1808 Swift Drive  
Oak Brook, Illinois 60523  
Attention: John Lass / Ed Harrington

Notice shall be effective on the date that it is delivered in person, or, if sent by certified mail mailed, three (3) days after the date of deposit in the United States Mail, or, if sent by overnight courier, on the next business day after deposit of the same with such overnight courier.

**X**

**ESTOPPEL**

The City agrees to execute and deliver an estoppel certificate, stating that Owner is in compliance with the terms of this Agreement, and that there are no amounts due and owing by Owner to the City (or stating any non-compliance matters and any amounts due) within ten (10) days after Owner's written request therefor.

OWNER'S SIGNATURE PAGE TO EASEMENT AND AGREEMENT TO MAINTAIN ON-SITE STORMWATER FACILITIES

IN WITNESS WHEREOF the Owner has executed this Easement and Agreement as of the day and year above written.

OWNER:

CENTERPOINT PROPERTIES TRUST, a Maryland real estate investment trust

By: [Signature]  
Name: Edward R. Harrington  
Senior Vice President

Title: \_\_\_\_\_  
By: [Signature]  
Name: Michael Tortorici  
Senior Vice President, Treasurer  
Title: \_\_\_\_\_

State of Illinois )  
County of DUPAGE )

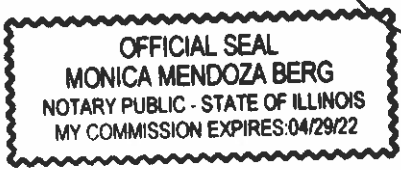
On MAY 10<sup>TH</sup> 2019, before me, MONICA MENDOZA BERG, Notary Public, personally appeared EDWARD R. HARRINGTON and MICHAEL TORTORICI, as the SENIOR VICE PRESIDENT and TREASURER, respectively, of CenterPoint Properties Trust, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

(Seal)



**CITY'S SIGNATURE PAGE TO EASEMENT AND AGREEMENT TO MAINTAIN ON-SITE  
STORMWATER FACILITIES**

IN WITNESS WHEREOF the City has executed this Easement and Agreement as of the day and year above written.

**CITY:**

**CITY OF MANTECA, a Municipal Corporation**

\_\_\_\_\_  
**Benjamin J. Cantu, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lisa Blackmon, City Clerk**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**City Attorney 5-16-2019**

*(Notary Attachment Required)*

**EXHIBIT "A"****LEGAL DESCRIPTION**

All that real property situate in the City of Manteca, San Joaquin County, State of California, lying within the southeast quarter (SE 1/4) of Section 13, Township 1 South, Range 6 East, Mount Diablo Base and Meridian, being more particularly described as follows:

A portion of Parcel 3 and Parcel 5 as shown on that certain parcel map filed for record on September 29, 2017 in Book 26 of Parcel Maps, Page 90, San Joaquin County Records, being more particularly described as follows:

COMMENCING at the northwest (NW) corner of said Parcel 3, also being a point on the easterly line of said Parcel 5; thence, North 30°52'59" East, 17.04 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING, the following four (4) courses: (1) South 02°33'49" West, 52.22 feet; (2) parallel with the north line of said Parcel 3, North 87°26'11" West, 36.81 feet; (3) North 02°33'49" East, 52.22 feet; and (4) parallel with the north line of said Parcel 3, South 87°26'11" East, 36.81 feet to the POINT OF BEGINNING. A plat (Exhibit "B") showing the above described area is attached hereto and made a part thereof.

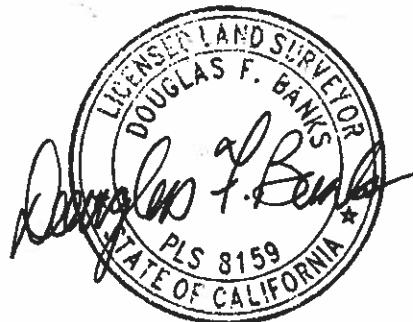
Containing 1,922 square feet, more or less.

TOGETHER WITH the following parcel of land:

All of Parcel 3 as shown on that certain map filed for record on September 29, 2017 in Book 26 of Parcel Maps, Page 90, San Joaquin County Records.

Containing 13.42 acres, more or less.

Dated: 3.13.2019

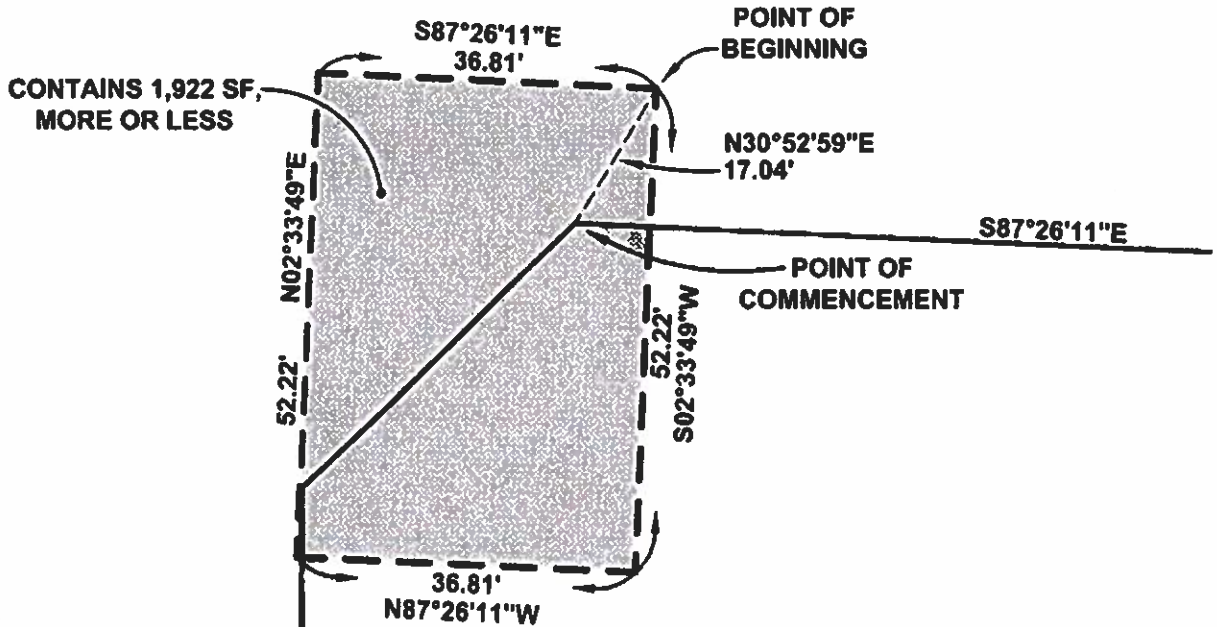




SCALE: 1"=20'

LOT 1  
D.N. 2016-031373

CENTERPOINT PROPERTIES TRUST  
PARCEL 5  
26-PM-90



CENTERPOINT PROPERTIES TRUST  
PARCEL 3  
26-PM-90



MCR ENGINEERING, INC.  
1242 DUPONT COURT  
MANTECA, CA 95336  
TEL: (209) 239-6229  
FAX: (209) 239-8839

**EXHIBIT "B"**  
**CITY STORM DRAIN PUMP STATION**  
**EASEMENT ACROSS PARCELS 3 & 5**  
MANTECA, CALIFORNIA

BY:	DFB
DATE:	03/13/18
SHEET:	1 OF 1
FILE:	16-030 CITY SD EASE.dwg



**EXHIBIT "C"**

**STORMWATER FACILITIES  
OWNER'S AGREEMENT AND  
MAINTENANCE PLAN**

**CenterPoint  
2952 Intermodal Way  
Manteca, CA 95336**

APN

**198-20-021 and 198-20-023**

Prepared For:

**CenterPoint Properties  
1808 Swift Drive  
Oak Brook, IL 60523  
(630) 586-8178**

Prepared By:

**MCR Engineering, Inc.  
1242 Dupont Court  
Manteca, CA. 95336  
(209) 239-6229**

Date Revised: March, 2019

**Summary of Responsibilities**

The following table indicates BMP inspection and maintenance responsibility. These tables identify the party responsible for inspection and maintenance, a description of the inspection and/or maintenance activity, and a frequency for the inspection and/or maintenance activity. Records of maintenance and inspections shall be kept over the period of the project and shall be made available for review by government agencies.

Responsible party details as indicated in the table are as follows:

CenterPoint Properties will serve as the responsible party for installation, inspection, implementation, and maintenance of the structural and non-structural BMPs outlined in this Stormwater Facilities Maintenance Plan. The funding for the maintenance of the BMPs will be part of the facilities operating budget. Maintenance will be conducted in accordance with Table 1 BMP Inspection and Maintenance Responsibility.

The city will record the Maintenance Agreement as part of executing the agreement.

Property Owner

Contact:	John Lass
Company:	CenterPoint Properties
Address:	725 S Figueroa Street, Suite 3005 Los Angeles, CA 90017
Phone Number	(213) 488-8684

**Maintenance Plan  
CenterPoint  
2952 Intermodal Way**

March, 2019

**Project Address:** 2952 Intermodal Way Manteca, CA 95336  
**Assessor's Parcel No.:** 198-200-21  
**Property Owner:** CenterPoint Properties **Phone No.:** (630) 586-8178  
**Designated Contact:** John Lass **Phone No.:** (213) 488-8684  
**Mailing Address:** 725 S. Figueroa Street, Suite 3005  
 Los Angeles, CA 90017

All storm water discharge will be directed through the basin prior to discharges leaving the property. The basin will also contain Interception Trees, as described below and as shown in the site plan and landscape plan. The interception trees can intercept a significant fraction of rainfall and help reduce stormwater runoff. Basin vegetation requires mostly visual inspections and light maintenance such as, removing the clippings and any debris from the basin as required. Equipment will include a lawn mower to mow the grass as required. Other light maintenance work will require removing sediment or any other obstructions from the inlet areas and repairing any ruts or holes within the basin. The interception trees will require more work and equipment when there are any diseased or dying trees that need to be replaced, as well as routine maintenance such as, watering and pruning the trees as needed. Maintenance to reflect "good house-keeping" is necessary for the storm drain pump station and basin.

- **1 Storm Drain Basin** is located at the facility (see site plan)
- **1 Storm Drain Pump Station** (see site plan)
- **1 Storm Drain CDS Unit** (see site plan)

### **I. Training**

Designate responsible individuals to carry out the guidelines outlined in this maintenance plan for storm drain pollution prevention. Site personnel shall be trained to identify potential sources of pollution, clean up spills according to procedure, identify safety concerns when maintaining devices and cleaning spill, and report any illicit discharges into storm water inlets. Good housekeeping procedures and proper maintenance of all storm water system should be included in training modules. Operation & Maintenance of storm drain pump station shall be coordinated with the City of Manteca prior to any work being performed.

### **II. Revisions to Pollution Mitigation Measures**

If future correction or modification of past stormwater control measures or procedures are required, the owner shall obtain approval from governing stormwater agency prior to commencing any work. Corrective measures or modifications shall not cause discharges to by-pass or otherwise impede existing stormwater control measures. The site Stormwater Treatment Control Measures shall not be changed or altered with the approval of the Public Works Director, or the current delegate. This shall also be recorded on title by a Grant Deed or a covenant that will run with the land.

### **III. Spill Prevention and Control**

Spill prevention practices for storm water control measures should be implemented to keep toxic materials from reaching the downstream basin. Guidelines to the response necessary for probable potential storm water pollutants based on site use are provided below.

#### **Procedure for Small Spills of Petroleum Products:**

(From the Stockton Fire Department Standard Operating Procedures for Hazardous Materials Incidents)

If product has not entered storm water system:

1. If product is still leaking plug or patch the container.
2. Keep product from storm drain opening by diking with available material.
  - a. Contain remaining product by diking around entire spill.
  - b. Absorb product with diking material and sweep into gutter for later disposal.
  - c. Notify the Emergency Communications Division (ECD) or call 911 dispatch to contact Public Works to pick up absorbent at a later time.

If product has entered storm drain system:

1. Immediately shut valve at control structure.
2. Notify ECD to contact Hazmat Response Team (HMRT)
  - a. Include the following information:
    - i. Location of spill
    - ii. Approximate quantity of spill and amount of product that has entered the drain.
    - iii. Any apparent threat to life, environment, or property.
3. Minimize environmental damage and reduce cleanup costs.
  - a. Dike around spill or form a berm around storm drains.
  - b. Plug or patch source of leak with available materials.
  - c. Absorb product with hazardous chemical absorbents and neutralizers and sweep material into a pile for later disposal. Place absorbents into clearly labeled water containers that identify hazardous constituents. The containers are to be in good condition and made of or lined with material that not react to the waste being stored. Notify (HMRT) for further direction on disposal.
4. Downstream Receiving Bodies  
The downstream receiving bodies that may be affected by spills or chronic untreated discharges include the San Joaquin River.

**\*Do not wash material into sewers, ditches, etc. Hazardous materials should not be left out when there is a possibility of rain or if there is potential for public exposure. Cover all storm drain inlets and promptly clean up any spill materials.**

#### **IV. Routine Maintenance Activities**

1. The maintenance objectives for the catch basins, drainage basin, and interception trees include inspecting for pollutants. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.
2. Annual testing of any mechanical or electrical devices shall be done prior to the wet season.
3. Any significant changes in stormwater control measures shall be reported to the site management. As appropriate, assure mechanical devices are working properly and/or BMP plantings are irrigated and nurtured to promote thick growth.
4. Note any significant maintenance and replacement due to spills or unexpected discharges. As appropriate, perform maintenance and replacement as scheduled and as needed in a timely manner to assure stormwater control measures are performing as designed and approved.
5. Assure unauthorized low-flow discharges from the property to not by-pass stormwater control measures.
6. Perform an annual assessment of each pollution generation operation and its associated storm water control measure to determine if any part of the pollution reduction train can be improved.

**Table 1. Routine Maintenance**

	<b>Responsible Party</b>	<b>Description of Inspection &amp; Maintenance activity</b>	<b>Frequency of Maintenance or Inspection</b>
CDS Unit	CenterPoint Properties	All debris and sediment needs to be removed manually to allow stormwater to flow into the catch basins. If large amounts of sediment are draining to the CDS Unit, a vactor truck may be used to clean the sediment from the CDS Unit.	Bi-Annual
Catch Basins	CenterPoint Properties	Inspect and clean all debris and sediment. Any debris such as leaves, sediment, rocks, or trash can accumulate at catch basin locations. All debris and sediment needs to be removed manually to allow stormwater to flow into the catch basins. If large amounts of sediment are draining to the catch basin, a vactor truck may be used to clean the sediment from the catch basin.	Bi-Annual
Basin	CenterPoint Properties	See table below	Annually, or after major storm event
Pump Station	CenterPoint Properties	Clear trash rack of any trash or debris. Inspect pumps for proper lubrication and functionality. Insure pump station is in proper working order and functions as designed.	Annually

**V. Prohibitions**

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

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

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the San Joaquin County Mosquito

and Vector Control District (SJC MVCD), as needed for assistance. Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the SJC MVCD, and then only by a licensed professional or contractor. Contact information for SJC MVCD is provided below.

#### **VI. Vector Control Contacts**

San Joaquin County Mosquito and Vector Control District  
7759 S. Airport Way  
Stockton, CA 95206  
Phone: (209) 982-4675

#### **VII. Inspections**

The attached Storm Drain Basin, Interception Tree Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed) in accordance with table 1 in section IV of the maintenance plan, identify needed maintenance, and record maintenance that is conducted.

#### **VIII. Monitoring and Reporting**

The governing stormwater agency may require a Monitoring & Reporting Program to assure the stormwater control measures approved for the site are performing according to design. If required by local agency, the Maintenance Plan shall include performance testing and reporting protocols. Monitoring and reporting to the governing agency shall be done using the inspection and maintenance checklist included in this maintenance plan and shall follow the guidelines and procedures outlined in this Stormwater Facilities and Maintenance Plan.

#### **IX. Facility Changes**

Operational or facility changes which significantly affect the character or quantity of pollutants discharge into the stormwater control measures will require modification to the Maintenance Plan and /or additional stormwater control measures.

**Inspection and Maintenance Checklist**

Property Address: \_\_\_\_\_ Property Owner: \_\_\_\_\_  
 Treatment Measure No.: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_ Type of Inspection:  Monthly  Pre-Wet Season  After heavy runoff  End of Wet Season  
 Inspector(s): \_\_\_\_\_  Other: \_\_\_\_\_

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
Sediment Accumulation on Vegetation	Sediment accumulating builds up to 75 millimeters (3 inches) at any spot, or it covers vegetation			There should be no areas of standing water once inflow has ceased and sediment is disposed of properly.
Standing Water	When water stands in the landscape areas between storms and does not drain within 5 days after rainfall.			There should be no areas of standing water once inflow has ceased. Any of the following may apply: sediment or trash blockages removed, improved grade from head to foot of swale, removed clogged check dams or added underdrains.
Vegetation	When the planted vegetation becomes excessively tall; when nuisance weeds and other vegetation start to take over.			Vegetation mowed per specifications or maintenance plan, or nuisance vegetation removed so that flow is not impeded. Vegetation should never be mowed lower than the design flow depth. Remove clippings from the swale and dispose appropriately.
Inlet/Outlet	Inlet/outlet areas clogged with sediment and/or debris.			Material removed so that there is no clogging or blockage in the inlet and outlet areas.
CDS Unit	Sediment at sump of structure and/or debris.			Material removed so that there is no clogging or blockage in the inlet and outlet areas per manufacture recommendations.
Trash and Debris Accumulation	Trash and debris accumulated on landscape areas, refuse centers, trash compactor, and truck docks			Trash and debris removed from landscape areas.

Maintenance Plan

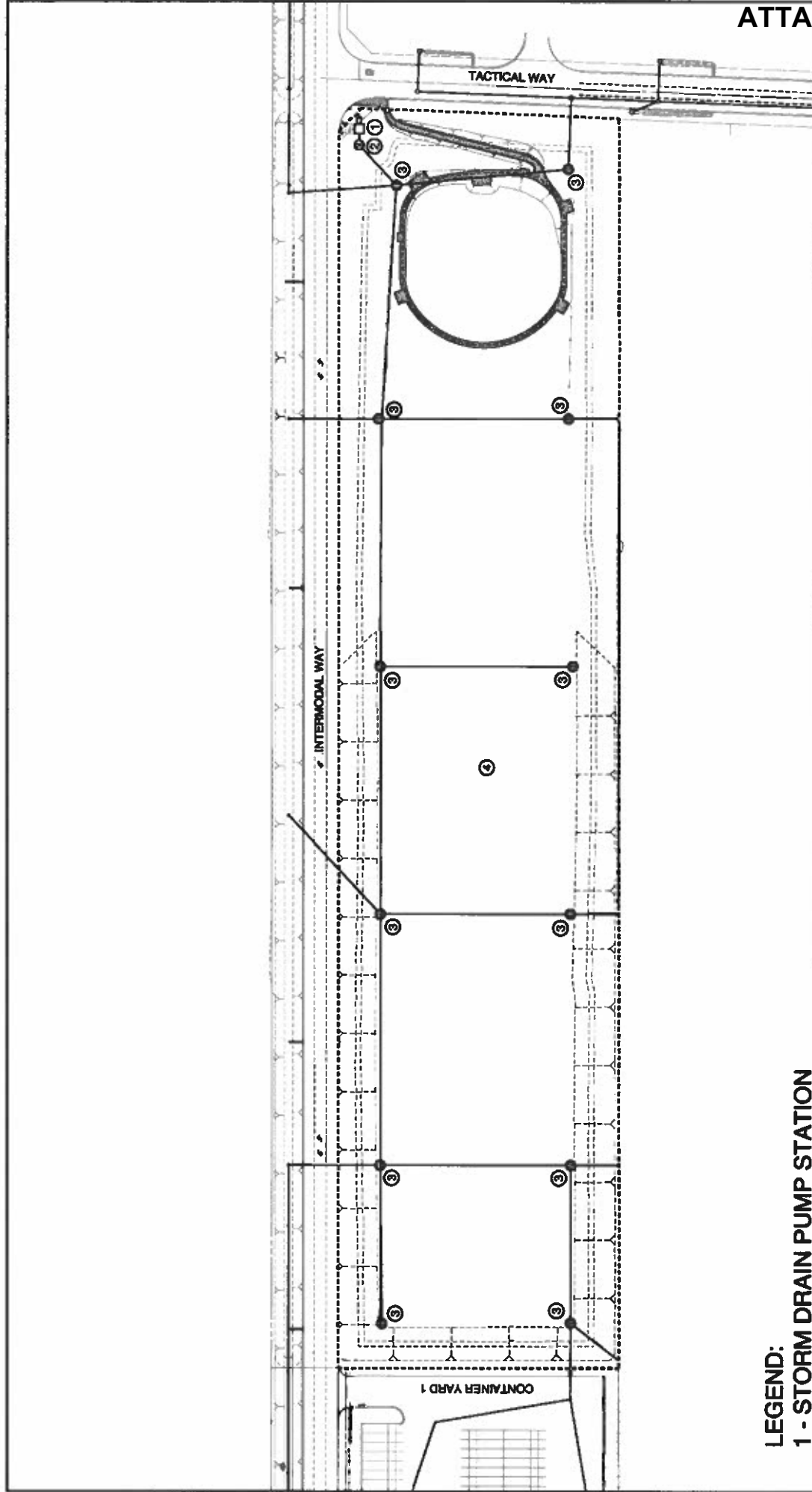
Property Address: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

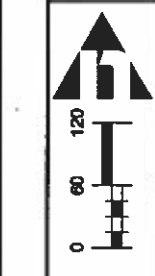
Treatment Measure No.: \_\_\_\_\_

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if any needed maintenance was not conducted, note when it will be done.)	Results Expected When Maintenance Is Performed
Dead or Diseased Trees	Interception tree is diseased or dead and lacks sufficient vegetation.			New tree with healthy vegetation. Determine why growth of tree is poor and correct condition





DATE: MARCH, 2014  
 MCR ENGINEERING, INC.  
 1242 DUPOUIT COURT  
 MANTECA, CA 95331  
 TEL.: (209) 239-6282  
 FAX: (209) 239-8694



**STORMWATER FACILITIES MAP**  
 NWAWMP BASIN D  
 CENTERPOINT INTERMODAL CENTER  
 MANTECA, CA 95336

- LEGEND:**
- 1 - STORM DRAIN PUMP STATION
  - 2 - CDS UNIT
  - 3 - STORM DRAIN CATCH BASIN
  - 4 - STORM DRAIN BASIN

**Exhibit "D"**

**Stormwater Facilities Inspection and Maintenance Report**

Mail completed report by October 1 annually to:

City of Manteca  
 Public Works Department  
 Attn: Environmental Compliance Coordinator  
 1001 W. Center Street  
 Manteca, California 95337

This report documents the inspection and maintenance conducted for the identified stormwater treatment system(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: \_\_\_\_\_

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 documents the inspections and maintenance of the identified treatment system(s) during the time period from October 1<sup>st</sup> to September 30<sup>th</sup> annually.

**IV. Treatment System Inspection:**

The following is a record of all stormwater treatment system inspection and maintenance activities:

Identification Number	Type of Treatment System	Date	Inspector Initials	Results of Inspection or Maintenance

Attach additional sheets as needed.

**Exhibit "D"**

**V: Sediment Removal**

Total amount of accumulated debris removed from the stormwater treatment system(s) during the reporting period: \_\_\_\_\_ cubic yards.

The debris was removed and disposed as follows: \_\_\_\_\_

**VI. Inspector Information:**

The inspections were conducted by the following inspector(s):

Inspector Name and Title	Inspector's Employer and Address

**VII. Statement of Treatment System Condition**

Based on the inspections documented, is(are) the treatment system(s) identified in this report present, functional and being maintained as required by the Maintenance Plan? (Check yes or no.)

\_\_\_ YES \_\_\_ NO

**If "NO", describe problem, proposed solution and schedule of correction:**

\_\_\_\_\_  
 \_\_\_\_\_

**VIII. Certification:**

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

\_\_\_\_\_  
 Signature of Property Owner or Other Responsible Party

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Type or Print Name

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Address

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_