

**RECORDING REQUESTED BY:**  
**Town of Los Gatos**

**WHEN RECORDED MAIL TO:**  
**Clerk Administrator**  
**Town of Los Gatos**  
**110 E. Main Street**  
**Los Gatos, CA 95030**

*Record without fee pursuant to  
Government Code Section 6103*

**STORMWATER TREATMENT AND DETENTION MEASURES  
OPERATION AND MAINTENANCE AGREEMENT AT  
BOULEVARD**

This Stormwater Operation and Maintenance Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Los Gatos, a municipal corporation (“Town”) and City Ventures Homebuilding, LLC, a Delaware limited liability company (the “Developer”).

**RECITALS**

**WHEREAS**, on May 11, 2022, the Regional Water Quality Control Board, San Francisco Bay Region, adopted Order R2-2022-0018, CAS612008, reissuing the San Francisco Bay Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit for the municipalities and countywide Clean Water Programs in Alameda County, Contra Costa County, San Mateo County, Santa Clara County, the cities of Fairfield and Suisun City, and the City of Vallejo and the Vallejo Sanitation and Flood Control District; and

**WHEREAS**, the Town of Los Gatos is member agency of the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP), an association of 13 south bay cities, the Santa Clara Valley Water District, and Santa Clara County; and

**WHEREAS**, Provision C.3.h. of this NPDES permit, and as it may be amended or reissued, requires the Town to provide minimum verification and access assurances that all stormwater treatment and detention measures shall be adequately operated and maintained by persons and entities responsible for the stormwater treatment measures; and

**WHEREAS**, ARROYO CAP VI-2, LLC, a Delaware limited liability company (“Arroyo”) is the current owner of real property commonly known as the “Boulevard” development, located within the Town (the “Property”), and more particularly described in the attached **Exhibit A**, upon which stormwater treatment measures are located or to be constructed, as shown in the attached **Exhibit B**; and whereas Arroyo holds the Property as a land bank for the

purpose of Developer's development of the Property, Arroyo has consented to Developer's subdivision of the Property, as evidenced by its signature on the Map, and to Developer's development of the Property, including entry into this Agreement with the Town which is a condition of that development. The parties acknowledge that Arroyo's execution of this Agreement is solely for the purpose of consenting to Developer's entry into this Agreement, and the obligations of this Agreement shall remain obligations of the Developer unless assigned to Arroyo as provided in Section 13 hereof.

**WHEREAS**, the Town is the permittee public agency with jurisdiction over the Property.

**WHEREAS**, the Developer, its administrators, co-owners, executors, successors, heirs, assigns or any other persons, including any homeowners association (hereinafter collectively referred to as "Developer") recognizes that the stormwater treatment and detention measure(s) more particularly described and shown on **Exhibit B**, of which the approved full-scale plans and any approved amendments thereto are on file with the Engineering Division of the Parks & Public Works Department of the Town of Los Gatos, must be installed and maintained as indicated in this Agreement and as required by the NPDES permit;

**WHEREAS**, as a Conditions of Approval of for Architecture and Site Application No. S-24-015 and a Conditions of Approval for Vesting Tentative Map Application No. M-24-008 approved by the Town Council on 06/03/2025 for the development of the Property, the Town of Los Gatos requires that the Developer enter into an agreement for the maintenance of the Storm Water Treatment Facility for the Property;

**WHEREAS**, the Town and the Developer agree that the health, safety and welfare of the citizens of the Town require that the stormwater treatment and detention measure(s) detailed in the approved Site Plan shall be constructed and maintained on the Property; and

**WHEREAS**, the Town's Stormwater Management Ordinance, guidelines, criteria and other written directions require that the stormwater treatment and detention measure(s), as shown on the approved Site Plan, be constructed and maintained by the Developer.

**NOW, THEREFORE**, in consideration of the benefit received by the Developer as a result of the Town's approval of the Application EN25-288 the Developer hereby covenants and agrees as follows:

**SECTION 1: CONSTRUCTION OF TREATMENT MEASURES**

The on-site and off-site stormwater treatment measures shown on the approved Site Plan is/are private facility(ies) and shall be constructed or cause to be constructed by the Developer in strict accordance with the approved plans and specifications identified for the Property and any other requirements thereto that have been approved by the Town in conformance with appropriate Town ordinances, guidelines, criteria and other written direction.

**SECTION 2: OPERATION & MAINTENANCE RESPONSIBILITY**

This Agreement shall serve as the signed statement by the Developer accepting responsibility for operation and maintenance of stormwater treatment and detention measures as

set forth in this Agreement until the responsibility is legally transferred to another entity. Prior to transferring the obligations of this Agreement, Developer shall provide to the Town at least one of the following:

- A. A signed statement from the entity assuming post-construction responsibility for treatment measure maintenance and that the treatment measures meet all local agency design standards; or
- B. Written conditions in the sales or lease agreement requiring the buyer or lessee to assume responsibility for operation and maintenance (“O&M”) consistent with this provision, which conditions, in the case of purchase and sale agreements, shall be written to survive beyond the close of escrow; or
- C. Written text in Property conditions, covenants and restrictions (CC&Rs) for residential properties assigning O&M responsibilities to the homeowners association for O&M of the treatment measures; or
- D. Any other legally enforceable agreement or mechanism that assigns responsibility for the maintenance of treatment measures.

Notwithstanding the foregoing, Developer shall have the right to assign this Agreement to an entity that is wholly owned and controlled by it or by its parent company, to an Association (as defined in Section 13), or to Arroyo, at which time that entity, Association, or Arroyo shall assume all rights and obligations of Developer under this Agreement after the date of the assignment.

### **SECTION 3: MAINTENANCE OF TREATMENT MEASURES**

The Developer shall not destroy or remove the stormwater treatment measures from the Property or modify or otherwise allow the stormwater treatment system to exist in any manner that lessens its effectiveness and shall, at its sole expense, adequately maintain the stormwater treatment measure(s) in good working order acceptable to the Town (which acceptance shall not be unreasonably withheld, conditioned or delayed) and in accordance with the Maintenance Plan submitted by the Developer and approved by the Town Engineer or his or her designee and in accordance with all federal, state or local laws and regulations, attached hereto as **Exhibit C** and incorporated herein by this reference. This includes all pipes, channels or other conveyances built to convey stormwater to the treatment measure(s), as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as maintaining the described facilities in good working condition so that these facilities continue to operate as originally designed and approved. The maintenance plan shall include a detailed description of and schedule for long-term maintenance activities.

In the event the stormwater treatment or detention measures are destroyed, damaged, removed or modified in a manner that lessens their effectiveness, the Developer, at its sole expense, shall restore them such that they perform as intended.

### **SECTION 4: SEDIMENT MANAGEMENT**

Sediment accumulation resulting from the normal operation of the stormwater treatment and/or detention measure(s) shall be managed appropriately by the Developer. The Developer 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 Developer shall, on an annual basis, complete the Treatment Measure Operation and Maintenance Inspection Report (Annual Report), attached to this Agreement as **Exhibit D**. The Annual Report shall include all completed Inspection and Maintenance Checklists, in the form attached to this Agreement as **Exhibit D** for the reporting period and shall be submitted to the Town in order to verify that inspection and maintenance of the applicable stormwater treatment measure(s) have been conducted pursuant to this Agreement. The Annual Report shall be submitted no later than October 1<sup>st</sup> for the Fall Report, and no later than March 15<sup>th</sup> of the following year for the Winter Report, under penalty of perjury, to:

PPW\_Stormwater@losgatosca.gov

or another member of the Town staff as directed by the Town. The Developer shall conduct a minimum of two (2) annual inspections of the stormwater treatment measure(s) before the wet season. This inspection shall occur between August 1<sup>st</sup> and October 1<sup>st</sup> each year. More frequent inspections may be required by the Maintenance Plan at **Exhibit C**. The results of inspections shall be recorded on the Inspection and Maintenance Checklist(s) attached as **Exhibit D**.

The Developer, shall retain each annual report at a location on the Property for a period of at least three years from the date generated, or as directed by Regional Water Board. The Town may request Developer to provide copies of any or all annual reports prepared during the previous three years in order to verify that inspection and maintenance of the applicable stormwater treatment measures have been conducted pursuant to this Agreement. Property Owner shall comply with any such request within ten (10) working days.

## **SECTION 6: NECESSARY CHANGES AND MODIFICATIONS**

At its sole expense, the Developer shall make changes or modifications to the stormwater treatment and/or detention measure(s) and/or the long-term Maintenance Plan, **Exhibit C**, as may be determined as reasonably necessary by the Town to ensure that treatment measures are properly maintained and continue to operate as originally designed and approved.

Developer is required to obtain written approval from the Town prior to performing any structural alterations or modifications to the stormwater treatment measure(s) and/or the long-term Maintenance Plan. The Developer shall obtain all necessary permits as required by the Town Municipal Code and Ordinance. Upon the Town's approval, any necessary modifications to this Agreement shall be made in the form of an amendment, which shall be signed by all parties and recorded.

## **SECTION 7: ACCESS TO THE PROPERTY**

The Developer and Arroyo hereby grant permission to the Town; the San Francisco Bay Regional Water Quality Control Board (Regional Board); the Santa Clara County Department of Environmental Health, Vector Control District; and their authorized agents and employees to enter upon the Property at reasonable times and in a reasonable manner to inspect, assess or observe the

stormwater treatment measure(s) in order to ensure that treatment measures are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property when it has a reasonable basis to believe that a violation of this Agreement, the Town's stormwater management ordinance, guidelines, criteria, other written direction, or the Santa Clara Countywide Clean Water Program's NPDES municipal stormwater permit (Regional Board Order R2-2022-0018, and any amendments or re-issuances 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. Whenever possible, the Town, Regional Board, or the Vector Control District shall provide reasonable notice to the Developer before entering the Property.

**SECTION 8: FAILURE TO MAINTAIN TREATMENT MEASURES**

In the event the Developer fails to accomplish or take steps to accomplish the necessary maintenance of the stormwater treatment measure(s), as shown on the approved Site Plan or comparable document, in good working order acceptable to the Town and in accordance with the Maintenance Plan incorporated in this Agreement, within ten (10) days of written notice by the Town, the Town and its authorized agents and employees may enter the Property and take whatever steps it deems necessary and appropriate to return the treatment measure(s) to good working order, in addition to all other rights and remedies available in law and in equity. Any costs incurred by Town shall be the sole responsibility of the Developer. Prior notice will not be necessary if emergency conditions require immediate remedial action. This provision shall not be construed to allow the Town to erect any structure of a permanent nature on the Property. It is expressly understood and agreed that the Town is under no obligation to maintain or repair the treatment measure(s) and in no event shall this Agreement be construed to impose any such obligation on the Town.

**SECTION 9: REIMBURSEMENT OF TOWN EXPENDITURES**

In the event the Town, pursuant to this Agreement, performs work of any nature (direct or indirect), including any reinspections, repairs or any actions it deems necessary or appropriate to return the treatment measure(s) in good working order as indicated in Section 8, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Developer shall reimburse the Town, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for the costs incurred by the Town hereunder. If these costs are not paid within the prescribed time period, the Town may assess the Developer the cost of the work, both direct and indirect, and applicable penalties. Said assessment shall be a lien against the Property, or prorated against the beneficial users of the Property or may be placed on the property tax bill and collected as ordinary taxes by the Town. 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 Town as a result of the Developer's failure to maintain the treatment measure(s). This shall include, but is not limited to, required Municipal Regional Permit (MRP) annual inspections, or any other inspections as required by the Town's Municipal Regional Permit. Inspection fees shall be paid pursuant to the Town's Fee Schedule as applicable.

## **SECTION 10: INDEMNIFICATION**

The Developer shall indemnify, hold harmless and defend the Town 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 Town that are alleged or proven to result or arise from the construction, presence, existence or maintenance of the treatment measure(s) by the Developer or the Town. In the event a claim is asserted against the Town, its authorized agents, officers, officials or employees, the Town shall promptly notify the Developer and the Developer shall defend at its own expense any suit based on such claim. If any judgment or claims against the Town, its authorized agents, officers, officials or employees shall be allowed, the Developer 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 Town and/or its authorized agents, officers, officials and employees.

## **SECTION 11: NO ADDITIONAL LIABILITY**

It is the intent of this Agreement to insure the proper maintenance of the treatment measure(s) by the Developer; provided, however, that this Agreement shall not be deemed to create or effect any additional liability not otherwise provided by law of any party for damage alleged to result from or caused by storm water runoff.

## **SECTION 12: PERFORMANCE FINANCIAL ASSURANCE**

If the Developer fails to maintain the stormwater treatment measure(s) after written notice and opportunity to cure, the Town may request the Developer to provide a performance bond, security or other appropriate financial assurance providing for the maintenance of the stormwater treatment measure(s) pursuant to the Town's ordinances, guidelines, criteria or written direction.

## **SECTION 13: TRANSFER OF PROPERTY**

This Agreement shall run with the land and shall be binding upon all heirs, successors, and assigns of Arroyo. Arroyo further agrees whenever the Property is held, sold, conveyed or otherwise transferred, it shall be subject to this Agreement, which shall be assigned to, apply to, bind and be obligatory to all present and subsequent owners of the Property. Notwithstanding the foregoing, at no time shall the obligations of this Agreement be an obligation of Arroyo or its successors and assigns unless (1) Developer assigns to Arroyo, and Arroyo assumes, the obligations of Developer under this Agreement pursuant to Section 2, or (2) Developer takes ownership of the Property from Arroyo, at which time the distinction in obligation between Arroyo and Developer shall cease.

Notwithstanding any provisions of this Agreement to the contrary, once an owners association (the "Association") commences operation and maintenance of the Stormwater Treatment Measures that are the Association's responsibility to maintain as set forth in an applicable Declaration of Restrictions, Developer shall automatically be released of its obligations and responsibilities under this Agreement that accrue or arise after the date the Association commences such operation and maintenance.

#### **SECTION 14: SEVERABILITY**

The provisions of this Agreement shall be severable and if any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision is adjudged invalid or unconstitutional by a court of competent jurisdiction, or the applicability to any Developer is held invalid, this shall not affect or invalidate the remainder of any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision of this Agreement.

#### **SECTION 15: RECORDATION**

This Agreement shall be recorded by the Developer, or by the Town by mutual agreement, within five (5) business days, or such time as agreed upon by both parties, after the execution date of this Agreement as stated above among the deed records of the County Recorder's Office of the County of Santa Clara, California at the Developer's expense. A copy of the recorded Agreement shall be provided to the Town as required by the Conditions of Approval of the Project.

#### **SECTION 16: RELEASE OF AGREEMENT**

In the event the Town determines that the stormwater treatment measures located on the Property are no longer required, then the Town, at the request of the Developer, shall execute a release of this Inspection and Maintenance Agreement, which the Developer, or the Town by mutual agreement, shall record in the County Recorder's Office at the Developer's expense. The stormwater treatment measure(s) shall not be removed from the Property unless such a release is so executed and recorded.

#### **SECTION 17: EFFECTIVE DATE AND MODIFICATION**

This Agreement is effective upon the date of execution as stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the Town and the Developer at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

#### **SECTION 18: MISCELLANEOUS**

a. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara.

b. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, expert's fees and costs, and litigation expenses and other costs which shall become part of the lien against the Property.

c. If Developer consists of more than one party, each person, entity, or other party described as the "Developer" in this Agreement and/or executing this Agreement for the Developer shall be jointly and severally liable for each and every obligation and requirement imposed on Developer herein.

d. Nothing in this Agreement or anything provided herein shall in any way defeat, invalidate or impair the obligation secured by or the security of any deed of trust now or hereafter encumbering the Property or any part thereof, and any lender who forecloses or otherwise acquires title to the Property or any part thereof shall only be obligated for matters under this Agreement which first arise after the time any such lender acquired title.

**SECTION 19: NOTICE**

Any notice required to be given hereunder shall be deemed to have been provided by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO TOWN: Town of Los Gatos  
Engineering Division, Public Works Department  
110 E. Main Street  
Los Gatos, CA 95030  
Attn: Stormwater Reporting

TO DEVELOPER: City Ventures Homebuilding, LLC  
1185 Mason Street, Suite A  
San Francisco, CA 94123  
Attention: Samantha Hauser

To ARROYO: Arroyo Cap VI-2, LLC  
Attn: Jeffrey Brouelette  
18575 Jamboree Road, Suite 350  
Irvine, CA 92612

*Effective June 1, 2026:*  
Arroyo Cap VI-2, LLC  
Attn: Jeffrey Brouelette  
3 Park Plaza, Suite 200  
Irvine, CA 92614

**DEVELOPER**


Change of address is official only after providing written notice thereof to the other party. Notice(s) shall be deemed effective upon receipt or seventy-two (72) hours after deposit in the U.S. mail, whichever is earlier.

*Signatures appear on the following page*

In Witness Whereof, the Parties have executed this Agreement as of the date first written below.

**DEVELOPER**


**City Ventures Homebuilding, LLC,  
a Delaware limited liability company**

By:   
Samantha Hauser  
Its: Authorized Signatory

**ARROYO**

**ARROYO CAP VI-2, LLC,  
a Delaware limited liability company**

By: Arroyo Capital VI, LLC,  
a Delaware limited liability company  
Its sole member

By:   
Kelley Furey  
Its: Vice President of Operations

**TOWN OF LOS GATOS**

**RECOMMENDED BY:**

\_\_\_\_\_  
TOWN MANAGER

DATE: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On May 6, 2026, before me, A. Cote Magoolaghan, a Notary Public, personally appeared Kelley Furey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Ali Furey



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )

On May 7, 2026, before me, Michael Brewer, a Notary Public, personally appeared Samantha Hauser, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Michael Brewer



## Exhibit A

### LEGAL DESCRIPTION OF BOULEVARD ---

Real property in the Town of Los Gatos, County of Santa Clara, State of California, described as follows:

#### Tract A:

Beginning at a point in the Southeasterly line of Garden Lane, as said line was established by deed from Cecil B. Spotswood et al, to Town of Los Gatos, a municipal corporation, dated January 15, 1960, recorded February 3, 1960 in Book 4684 Official Records, Page 585, Santa Clara County Records, at the Westernmost corner of that certain tract of land described in the deed from Sibley, Inc., a corporation, et al, to Speedee Mart, Inc., a corporation, dated August 15, 1960, recorded January 3, 1961 in Book 5030 Official Records, Page 153, Santa Clara County Records; thence from said Point of Beginning South 58 deg. 34' 55" West along said Southeasterly line of Garden Lane for a distance of 307.33 feet to the point of intersection thereof with the Northeasterly line of that certain tract of land described in the deed from Bernice Rylatt to Leonard J. McCammon et ux, dated June 10, 1947, recorded June 18, 1947 in Book 1442 Official Records, Page 334, Santa Clara County Records; thence South 68 deg. 31' 39" East along the Northeasterly line of land so described in the deed to said McCammon for a distance of 109.43 feet to the Easternmost corner thereof; thence South 68 deg. 07' 08" East 78.90 feet to the Northernmost corner of that certain tract of land described in the deed from Bernice Rylatt Mayem, to Doris Baker, dated August 1, 1949, recorded August 1, 1949 in Book 1826 Official Records, Page 14, Santa Clara County Records; thence South 68 deg. 56' 12" East along the Northeasterly line of land so described in the deed to said Baker for a distance of 135.50 feet, more or less, to the point of intersection thereof with the Northwesterly line of San Jose-Los Gatos Road, as said line was established by deed from Sibley, Inc., a corporation, et al, to Town of Los Gatos, a municipal corporation, dated June 22, 1959, recorded July 6, 1959 in Book 4472 Official Records, Page 73, Santa Clara County Records; thence Northeasterly along said Northwesterly line of San Jose-Los Gatos road, along an arc of a curve to the right, with a radius of 1513.68 feet, for an arc distance of 185 feet, more or less, to the Southernmost corner of land so described in the deed to said Speedee Mart, Inc. above referred to; thence North 45 deg. 00' 32" West along the Southwesterly line of land so described in the deed to said Speedee Mart, Inc., for a distance of 163 feet, more or less, to the Point of Beginning, and being a portion of the Rancho Rinconada De Los Gatos.

#### Tract B:

Beginning at a point in the Northwesterly line of San Jose-Los Gatos Road, as said line was established by deed from Sibley, Inc., a corporation, et al, to Town of Los Gatos, a municipal corporation, dated June 22, 1959, recorded July 6, 1959 in Book 4472 Official Records, Page 73, Santa Clara County Records, at the Southernmost corner of that certain tract of land described as Parcel One in the deed from Sibley, Inc., to Robert D. Bardell et ux, dated January 12, 1960, recorded February 9, 1960 in Book 4690 Official Records, Page 135, Santa Clara County

Records; thence from said Point of Beginning North 45° 00' 32" West along the Southwesterly line of said Parcel One for a distance of 109.70 feet to the Westernmost corner thereof in the Southeasterly line of Garden Lane, as said line was established by deed from Cecil B. Spotswood et al, to Town of Los Gatos, a municipal corporation, dated January 15, 1960, recorded February 3, 1960 in Book 4684 Official Records, Page 585, Santa Clara County Records; thence South 58° 34' 55" West along said Southeasterly line of Garden Lane for a distance of 113.65 feet; thence South 45° 00' 32" East and parallel with the said Southwesterly line of Parcel One for a distance of 163 feet, more or less, to the point of intersection thereof with the said Northwesterly line of San Jose-Los Gatos road; thence Northeasterly along said last mentioned line 113 feet, more or less, to the Point of Beginning, and being a portion of the Rancho Rinconada De Los Gatos.

APN: 424-19-048 (Tract A)  
424-19-049 (Tract B)

Exhibit B

STORM WATER TREATMENT MEASURES LOCATIONS --



# Exhibit C

## OPERATIONS MAINTENANCE PLAN ---

Bioretention Area Maintenance Plan  
Property Address: 15367 Los Gatos Blvd.  
No.: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_  
Treatment Measure

### Stormwater Treatment Measure Operation and Maintenance Inspection Report to the Town of Los Gatos, California

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

#### I. Property Information:

Property Address of APN: 15367 Los Gatos Boulevard

Property Owner: \_\_\_\_\_

#### II. Contact Information:

Name of person to contact regarding this report: \_\_\_\_\_

Phone number of contact person: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address to which correspondence regarding this report should be directed:

\_\_\_\_\_

#### III. Reporting Period:

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

#### IV. Stormwater Treatment Measure Information:

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

Identifying Number of Treatment Measure	Type of Treatment Measure	Location of Treatment Measure on the Property
SCM 1, SCM 2	Tree Wells/Silva Cells	On-Site Facilities
DMA 1, DMA 2	Pervious Pavers	On-Site Facilities
SCM 3, SCM 4	Bioretention	Off-Site Facilities

Bioretention Area Maintenance Plan  
 Property Address: 15367 Los Gatos Blvd. \_\_\_\_\_  
 No.: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_  
 Treatment Measure \_\_\_\_\_

**V. Summary of Inspections and Maintenance:**

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

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

**VI. Sediment Removal:**

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

How was sediment disposed?

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

Bioretention Area Maintenance Plan  
Property Address: 15367 Los Gatos Blvd.  
No.: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_  
Treatment Measure

**VII. Inspector Information:**

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

Inspector Name and Title	Inspector's Employer and Address

**VIII. Certification:**

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
E-mail

Bioretention Area Maintenance Plan  
 Property Address: 15367 Los Gatos Blvd.  
 No.: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_  
 Treatment Measure

**Bioretention Area Maintenance Plan for  
 15367 Los Gatos Blvd.**

April 06, 2026

Project Address and Cross Streets: 15367 Los Gatos Blvd., Los Gatos/Garden Lane

Assessor's Parcel No.: 424-19-048, -049

Property Owner: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Designated Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

The property contains 2 bioretention area(s), located as described below and as shown in the attached site plan<sup>1</sup>.

- **Bioretention Areas 1 and 2** are located Off-Site and maintained by the HOA.

**I. Routine Maintenance Activities**

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

Table 1 Routine Maintenance Activities for Bioretention Areas		
No.	Maintenance Task	Frequency of Task
1	Remove obstructions, debris and trash from bioretention area and dispose of properly.	Monthly, or as needed after storm events
2	Inspect bioretention area for ponded water. If ponded water does not drain within 2-3 days, till and replace the surface soil and replant.	Monthly, or as needed after storm events
3	Inspect inlets for channels, soil exposure or other evidence of erosion. Clear obstructions and remove sediment.	Monthly, or as needed after storm events
4	Remove and replace all dead and diseased vegetation.	Twice a year
5	Maintain vegetation and the irrigation system. Prune and weed to keep bioretention area neat and orderly in appearance. Remove and or replace any dead plants.	Twice a year
6	Check that mulch is at appropriate depth (2 inches per soil specifications) and replenish as necessary before wet season begins.	Monthly
7	Inspect the energy dissipation at the inlet to ensure it is functioning adequately, and that there is no scour of the surface mulch.	Annually, before the wet season begins
8	Inspect bioretention area using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material

## II. Use of Pesticides

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.

## III. Vector Control

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

Santa Clara Valley Vector Control District  
1580 Berger Dr.  
San Jose, California 95112  
Phone: (408) 918-4770 / (800) 675-1155 - Fax: (408) 298-6356  
[www.sccgov.org/portal/site/vector](http://www.sccgov.org/portal/site/vector)

## IV. Inspections

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

**Bioretention Area  
Inspection and Maintenance Checklist**

Property Address: 15367 Los Gatos Blvd. Property Owner: \_\_\_\_\_  
 Treatment Measure No.: \_\_\_\_\_ Date of Inspection:  Monthly  End of Wet Season  
 Inspector(s): \_\_\_\_\_  After heavy runoff  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
1. Standing Water	Water stands in the bioretention area between storms and does not drain within 2-3 days after rainfall.			There should be no areas of standing water once storm event has ceased. Any of the following may apply: sediment or trash blockages removed, improved grade from head to foot of bioretention area, or added underdrains.
2. Trash and Debris Accumulation	Trash and debris accumulated in the bioretention area.			Trash and debris removed from bioretention area and disposed of properly.
3. Sediment	Evidence of sedimentation in bioretention area.			Material removed so that there is no clogging or blockage. Material is disposed of properly.
4. Erosion	Channels have formed around inlets, there are areas of bare soil, and/or other evidence of erosion.			Obstructions and sediment removed so that water flows freely and disperses over a wide area. Obstructions and sediment are disposed of properly.
5. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
6. Mulch	Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 2 inches in depth.			All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 2 inches.
7. Miscellaneous	Any condition not covered above that needs attention in order for the bioretention area to function as designed.			Meets the design specifications.

**Tree Well Filter and Silva Cell Maintenance Plan for  
15367 Los Gatos Blvd.**

April 06, 2026

Project Address and Cross Streets 15367 Los Gatos Blvd., Los Gatos/Garden Lane

Assessor's Parcel No.: 424-19-048, -049

Property Owner: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Designated Contact: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

The property contains two tree well filter(s), located as described below and as shown in the attached site plan<sup>1</sup>.

- **Tree Well Filter No. 1 and 2** are located On-Site.

**I. Routine Maintenance Activities**

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

Table 1 Routine Maintenance Activities for Tree Well Filters		
No.	Maintenance Task	Frequency of Task
1	Evaluate health of trees and groundcover. Remove and replace all dead and diseased vegetation.	Twice a year
2	Maintain the vegetation and irrigation system. Prune and weed to keep tree well filter neat and orderly in appearance.	As needed
3	Use compost and other natural soil amendments and fertilizers instead of synthetic fertilizers, especially if the system uses an underdrain.	As needed
4	Check that planting mix is at appropriate depth and replenish as necessary. Replenish mulch as needed.	Before wet season and as necessary
5	Remove sediment, litter and debris from tree well filter. Confirm that no clogging will occur and that the filter will drain per the design specifications. Dispose of sediment, litter and debris properly.	Before wet season and as necessary
6	Inspect tree well filter to ensure that it drains between storms per design specifications	Periodically or as needed after storm events
7	Inspect overflow pipe to ensure that it will safely convey excess flows to storm drain. Repair or replace any damaged or disconnected piping.	As necessary
8	Inspect tree well filter using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material

<sup>1</sup> Attached site plan must match the site plan exhibit to Maintenance Agreement.

Tree Well Filter Maintenance Plan  
Property Address: 15367 Los Gatos Blvd.

Date of Inspection: \_\_\_\_\_  
Treatment Measure No.: \_\_\_\_\_

**II. Use of Pesticides**

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

**III. Vector Control**

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

Santa Clara Valley Vector Control District  
1580 Berger Dr.  
San José, California 95112  
Phone: (408) 918-4770 / (800) 675-1155 - Fax: (408) 298-6356  
[www.sccgov.org/portal/site/vector](http://www.sccgov.org/portal/site/vector)

**IV. Inspections**

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

**Tree Well Filter  
Inspection and Maintenance Checklist**

Property Address: 15367 Los Gatos Blvd. 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
1. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
2. Planting Mix	Planting mix too deep or too shallow.			Planting mix is at proper depth for optimum filtration and flow.
3. Mulch	Mulch is missing or patchy in appearance.			Mulch is even in appearance and 2-3" deep.
4. Trash and Debris Accumulation	Trash and debris accumulated in the tree well filter.			Trash and debris removed from tree well filter and disposed of properly.
5. Clogs/Drainage	Tree well filter does not drain as specified.			Filter drains per design specifications.
6. Sediment	Evidence of sedimentation in tree well filter.			Material removed so that there is no clogging or blockage. Sediment is disposed of properly.
7. Standing Water/Vector Control	Water stands in the tree well filter between storms and does not drain per design specifications.			Filter drains per design specifications. Any of the following may apply: sediment or trash blockages removed, overflow pipe repaired.
8. Overflow Pipe	Does not safely convey excess flows to storm drain. Piping damaged or disconnected.			Overflow pipe conveys excess flow to storm drain efficiently.
9. Miscellaneous	Any condition not covered above that needs attention in order for the tree well filter to function as designed.			Meets the design specifications.

**Pervious Paving Maintenance Plan for  
15367 Los Gatos Blvd.**

April 06, 2025

Project Address and Cross Streets 15367 Los Gatos Blvd., Los Gatos/Garden Lane

Assessor's Parcel No.: 424-19-048, -049

Property Owner: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Designated Contact: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

The property contains pervious paving area, located as described below and as shown in the attached site plan<sup>1</sup>.

- **Pervious Paving Areas** are located On-Site.

**I. Routine Maintenance Activities**

Types of pervious pavement include pervious concrete, porous asphalt, and permeable interlocking concrete pavement (PICP), concrete grid pavers, and plastic reinforcement grid pavers. The principal maintenance objective is to prevent sediment buildup and clogging, which reduces infiltration capacity and pollutant removal efficiency. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

Table 1 Routine Maintenance Activities for Pervious Paving Areas		
No.	Maintenance Task	Frequency of Task
1	Check for sediment and debris accumulation. Prevent soil from washing or blowing onto the pavement. Do not store sand, soil, mulch or other landscaping materials on pervious pavement surfaces.	Two to four times annually
2	Conduct preventative surface cleaning, using commercially available regenerative air or vacuum sweepers, to remove sediment and debris.	Two to four times annually
3	Inspect for any signs of pavement failure. Repair any surface deformations or broken pavers. Replace missing joint filler in PICP.	Two to four times annually
4	Check for standing water on the pavement surface within 30 minutes after a storm event.	Two to four times annually
5	Inspect underdrain outlets and cleanouts, preferably before the wet season. Remove trash/debris.	Two to four times annually
6	Remove sediment and debris accumulation on pervious pavement.	Two to four times annually
7	Remove weeds. Mow vegetation in grid pavements (such as turf block) as needed.	As needed
8	Perform restorative surface cleaning with a vacuum sweeper, and/or reconstruction of part of the pervious surface to restore surface permeability as needed. Replenish aggregate in PICP joints or grids as needed after restorative surface cleaning.	As needed

<sup>1</sup> Attached site plan must match the site plan exhibit to Maintenance Agreement.

Pervious Pavement Maintenance Plan  
Property Address: 16367 Los Gatos Blvd.

Date of Inspection: \_\_\_\_\_  
Treatment Measure No.: \_\_\_\_\_

<b>Table 1</b>		
<b>Routine Maintenance Activities for Pervious Paving Areas</b>		
<b>No.</b>	<b>Maintenance Task</b>	<b>Frequency of Task</b>
9	Power washing with simultaneous vacuuming also can be used to restore surface infiltration to highly clogged areas of pervious concrete, porous asphalt or PICP, but is not recommended for grid pavements.	As needed
10	Inspect pervious paving area using the attached inspection checklist.	Quarterly or as needed

Pervious Pavement Maintenance Plan  
Property Address: 16367 Los Gatos Blvd.

Date of Inspection: \_\_\_\_\_  
Treatment Measure No.: \_\_\_\_\_

**II. Use of Pesticides**

Do not use pesticides or other chemical applications to control weeds or unwanted growth near pavement or between pavers.

**III. Vector Control**

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

Santa Clara Valley Vector Control District  
1580 Berger Dr.  
San José, California 95112  
Phone: (408) 918-4770 / (800) 675-1155 - Fax: (408) 298-6356  
[www.sccgov.org/portal/site/vector](http://www.sccgov.org/portal/site/vector)

**IV. Inspections**

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

**Pervious Pavement  
Inspection and Maintenance Checklist**

Property Address: 15367 Los Gatos Blvd. 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
1. Standing Water	Water stands in the pervious pavement and does not drain within 30 minutes after storm event			There should be no areas of standing water once storm event has ceased. Restorative surface cleaning with a vacuum sweeper and/or reconstruction of part of the pervious surface may be required.
2. Trash, or Sediment and Debris Accumulation	Trash, sediment or debris accumulated on pervious pavement			Trash and debris removed from pervious pavement and disposed of properly. Adjacent areas do not contribute to sediment and debris.
3. Damage	Surface deformation or broken pavers			Surface restored; no deformation or broken pavers.
4. Vegetation	Weeds growing on pervious pavement			No weeds on pervious pavement.
5. Underdrain Outlets	Water accumulates due to trash/sediment accumulation in outlets.			No standing water observed. Clean underdrain outlets and cleanouts.
6. Miscellaneous	Any condition not covered above that needs attention in order for the pervious pavement to function as designed.			Meets the design specifications.

**Exhibit D**

**ANNUAL REPORT FORM FOR TREATMENT MEASURE OPERATION  
AND MAINTENANCE INSPECTION CHECKLISTS**

**Treatment Measure Operation and Maintenance Inspection Report to the Town of Los  
Gatos, Santa Clara County, California**

This report and attached inspection checklists document the inspection and maintenance conducted for the identified stormwater treatment measure(s) subject to the Maintenance Agreement between the Town 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, with the attached completed inspection checklists, documents the inspections and maintenance of the identified treatment measures during the time period from January 1, 20-- to December 15, 20--.

**IV. Treatment Measure Information:**

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

Identifying Number of Treatment Measure	Type of Treatment Measure	Location of Treatment Measure on the Property

**V. Sediment Management**

The sediment was removed and disposed of as follows: \_\_\_\_\_

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**VI. Inspector Information:**

The inspections documented in the attached inspection checklists were conducted by the following inspector(s):

Inspector Name and Title	Inspector's Employer and Address

**VII. Statement of Treatment Measure Condition**

Based on the inspections documented in the attached checklists, is(are) the treatment measure(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:**

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**VIII. Certification:**

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

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

\_\_\_\_\_  
Date

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

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

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Address

City, State, Zip

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

Email: \_\_\_\_\_

*Attachments to the  
Treatment Measure Operation  
and Maintenance Inspection Report:  
Completed Inspection Checklists*