

STORMWATER MANAGEMENT/BMP FACILITIES AGREEMENT

Recorded at the request of:
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

THIS INSTRUMENT IS FOR THE BENEFIT
OF THE COUNTY OF RIVERSIDE AND
ENTITLED TO BE RECORDED WITHOUT
FEE.(GOV. CODE 6103)

RETURN TO:
RIVERSIDE COUNTY TRANSPORTATION
DEPARTMENT. **STOP NO. 1080**
4080 LEMON STREET
RIVERSIDE, CA 92501

**COVENANT AND AGREEMENT REGARDING WATER QUALITY
MANAGEMENT PLAN BMP, CONSENT TO INSPECT, MAINTENANCE AND
INDEMNIFICATION**

APN: _____ **PROJECT No.** _____ **IP No.** _____

OWNER(S): _____

PROPERTY ADDRESS: _____

LEGAL DESCRIPTION: _____

THIS AGREEMENT is made and entered into in Riverside County, California, this _____ day of _____ Year _____, by and between _____, (hereinafter referred to as "Covenantor" or "Owner") and the COUNTY OF RIVERSIDE via its Department of Transportation, a political subdivision of the State of California (hereinafter referred to as "County").

RECITALS

WHEREAS, the Covenantor owns real property ("Property") in the County of Riverside, State of California, more specifically described in Exhibit "A" and depicted in

Exhibit "B", each of these exhibits is attached, and incorporated herein by this reference;

WHEREAS, the County is the owner of interests in that certain real property within the unincorporated area of the County of Riverside, State of California, containing storm drains, pipelines, and related appurtenances constituting the County's municipal separate storm sewer system (the County's "MS4");

WHEREAS, Covenantor intends to develop, improve, and/or use the Property in such a way that approval by the County for such development, improvement, and/or use is required pursuant to applicable laws;

WHEREAS, As a condition for said approval by the County, County required Covenantor, and Covenantor desires to, restrict the use of the Property according to the conditions, covenants, equitable servitudes, and restrictions contained herein for the express benefit of the County's MS4, which include requirements that the Property incorporate post construction on-site stormwater quality control measures;

WHEREAS, the Covenantor/Owner has chosen to install one or more _____, hereinafter referred to as "Device", as the on-site control measure to minimize pollutants in urban runoff;

WHEREAS, said Device has been installed in accordance with plans and specifications accepted by the County;

WHEREAS, said Device, with installation on private property and draining only private property, is a private facility with all maintenance or replacement, therefore, the sole responsibility of the Covenantor/Owner in accordance with the terms of this Agreement;

WHEREAS, the Covenantor/Owner is aware that periodic and continuous maintenance, including, but not necessarily limited to, filter material replacement and sediment removal, is required to assure peak performance of Device and that, furthermore, such maintenance activity will require compliance with all Local, State, or Federal laws and regulations, including those pertaining; to confined space and waste disposal methods, in effect at the time such maintenance occurs;

NOW THEREFORE, incorporating the foregoing Recitals and in consideration of the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and expressly for the benefit of, and to bind, their successors in interest, the parties hereto agree as follows:

1. Covenantor/Owner hereby provides the County or County's designee complete access to the Device and its immediate vicinity and such access onto the property to

permit access to the device at any time, upon twenty-four (24) hour advance notice in writing, of any duration for the purpose of inspection, sampling and testing of the Device. County shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.

2. Covenantor/Owner shall use its best efforts diligently to maintain the Device in a manner assuring peak performance at all times. All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of material(s) from the Device and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by the County / Regional Water Quality Control Board (RWQCB), the Owner shall provide the RWQCB with documentation identifying the material(s) removed, the quantity, and disposal destination.

3. In the event Covenantor/Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Agreement, within five (5) days of being given written notice by the County, the County is hereby authorized to cause any maintenance necessary to be done and charge the entire cost and expense to the Owner or Owner's successors or assigns, including administrative costs and interest thereon at the maximum rate authorized by the Civil Code from the date of notice of expense until paid in full.

4. The County may require the Covenantor/Owner to post security in a form and for a time period satisfactory to the County to guarantee the performance of the obligations stated herein. Should the Owner fail to perform the obligations under this Agreement, the County may, in the case of a cash deposit, certificate of deposit or letter of credit, act for the Owner using the proceeds from it, or in the case of a surety bond, require the sureties to perform the obligations of the Agreement.

5. The County may, but shall not be obligated to, enforce this Agreement by a proceeding at law or in equity against any person or persons violating or attempting to violate any condition, covenant, equitable servitude, or restriction provided for herein, either to restrain such violation or to recover damages.

6. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings with respect to the subject matter hereof, whether oral or written.

7. If any part of this Agreement is declared by a final decision of a court of competent jurisdiction to be invalid for any reason, such shall not affect the validity of the rest of the Agreement. The other parts of this Agreement shall remain in effect as if this Agreement had been executed without the invalid parts(s). The parties declare

that they intend and desire that the remaining parts of this Agreement continue to be effective without any part(s) that have been declared invalid.

8. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

9. This Agreement shall be recorded in the Office of the Recorder of Riverside County, California and shall constitute notice to all successors and assigns of the title to said Property of the obligation herein set forth.

10. In the event of legal action occasioned by any default or action of the Covenantor/Owner, or its successors or assigns, then the Covenantor/Owner and its successors or assigns agree(s) to pay all costs incurred by the County in enforcing the terms of this Agreement, including reasonable attorney's fees and costs, and that the same shall become a part of the lien against said Property.

11. Covenantor/Owner agrees to indemnify, defend, and hold harmless the County, its elected officers, employees, agents, and contractors from and against any and all liability, expense, including costs and reasonable legal fees, and claims of damage of any nature whatsoever including, but not limited to, death, bodily injury, personal injury, or property damage arising from or connected with the County inspection of the Property except where such liability, expense, or claim for damage results from the sole negligence or willful misconduct of the County.

12. It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with said Property and constitute a lien thereon against.

13. The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto and any other present or future interest holders or estate holders in the property. The term "Owner" shall include not only the present Owner, but also its heirs, successors in interest and in title to the property, executors, administrators, and assigns. Owner shall notify any successor to title of all or part of the Property about the existence of this Agreement. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property. Owner shall provide a copy of such notice to the County at the same time such notice is provided to the successor.

14. Time is of the essence in the performance of this Agreement.

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