

RECORDING REQUESTED BY:

(Property Owner's Name)

AND WHEN RECORDED MAIL TO:

(Property Owner's Mailing Address)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**RECORDING OF A
WATER QUALITY MANAGEMENT PLAN AND
STORMWATER BMP OPERATION AND
MAINTENANCE AGREEMENT FOR**

(Name of Project)

(Address or Tract Map/Lot No.)

**CITY OF JURUPA VALLEY
WATER QUALITY MANAGEMENT PLAN AND STORMWATER BMP
OPERATION AND MAINTENANCE AGREEMENT
WITH _____**

1. PARTIES AND DATE.

THIS WATER QUALITY MANAGEMENT PLAN AND STORMWATER BMP OPERATION AND MAINTENANCE AGREEMENT (“Agreement”) is made and entered into in the City of Jurupa Valley, California this _____ day of _____ by and between the City of Jurupa Valley, a California municipal corporation (“City”), and _____, a _____ with its principal place of business at _____ (“Owner”). This Agreement applies to property located at _____ APN No. _____ in the County of Riverside, State of California.

2. RECITALS.

2.1 The Owner owns real property (“Property”) in the City of Jurupa Valley, County of Riverside, State of California, more specifically described in Exhibit “A” and depicted in Exhibit “B”, each of which exhibits is attached hereto and incorporated herein by this reference.

2.2 At the time of initial approval of Owner’s development project known as _____ within the Property, the City required the project to employ Best Management Practices, hereinafter referred to as “BMPs,” to minimize pollutants in urban runoff.

2.3 The Owner has chosen to install and/or implement BMPs as described in the Water Quality Management Plan, on file with the City, hereinafter referred to as “WQMP”, to minimize pollutants in urban runoff and to minimize other adverse impacts of urban runoff.

2.4 The WQMP has been certified by the Owner and reviewed and approved by the City.

2.5 The BMPs, with installation and/or implementation on private property and draining only private property, are part of a private facility with all maintenance or replacement, therefore, the sole responsibility of the Owner in accordance with the terms of this Agreement.

2.6 The 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 all BMPs in the WQMP 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

3. TERMS.

3.1 Responsibility for Operation and Maintenance of BMPs. Owner shall diligently maintain all BMPs 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 any material(s) from the BMPs 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 City, the Owner shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination.

3.2 Right of Access. Owner hereby provides the City or City's designee complete access, of any duration, to the BMPs and their immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by City's Director of Public Works ("Director"), no advance notice, for the purpose of inspection, sampling, testing of the BMPs, and in case of emergency, to undertake, in the City's sole discretion, necessary repairs or other preventative measures at Owner's expense as provided in paragraph 3 below. City shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.

3.3 City Maintenance at Owner's Expense. In the event 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 City, the City 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, attorney's fees and interest thereon at the maximum rate authorized by the Civil Code from the date of the notice of expense until paid in full. The City, at its sole election, may make these costs to be a lien upon the property that may be collected at the same time and in the same manner as ordinary municipal taxes as provided in Government Code section 38773.5. Nothing in this section or this Agreement creates an obligation by the City to maintain or repair any BMP, nor does this section prohibit the City from pursuing other legal recourse against Owner.

3.4 Recording. This Agreement shall be recorded in the Office of the Recorder of Riverside County, California, at the expense of the Owner and shall constitute notice to all successors and assigns of the title to said Property of the obligation herein set forth, and also a lien in such amount as will fully reimburse the City, including interest as herein above set forth, subject to foreclosure in event of default in payment.

3.5 Attorney's Fees. In event of legal action occasioned by any default or action of the Owner, or its successors or assigns, the Owner and its successors or assigns agree(s) to pay all costs incurred by the City 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.

3.6 Covenant. 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 there against.

3.7 Binding on Successors. The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, 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 City at the same time such notice is provided to the successor.

3.8 Indemnity and Insurance. The Owner, its heirs, successors, executors, administrators and assigns agree to defend, indemnify and holds harmless the City, its officials, employees and its authorized agents from any and all damages, accidents, casualties, occurrences or claims (collectively, "Claims") which might arise or be asserted against the City and which are in any way connected with the construction, operation, presence, existence or maintenance of the BMP by the Owner, or from any personal injury or property damage that may result from the City or other public entities entering the Property under Sections 2 or 3 of this Agreement; provided, however, that in no event shall Owner, its heirs, successors, executors, administrators and assigns be obligated to defend, indemnify or hold harmless the City, its officials, employees, and its authorized agents from any Claims arising from the City's or its officials, employees, and its authorized agents active negligence or willful misconduct while the City enters the Property under Section 2 or 3 of this Agreement.. The Owner shall maintain liability insurance in commercially reasonable amounts, but not less than \$1,000,000.00, covering the BMP and City. The City shall require proof of insurance to be provided to City on a regular basis as determined by the City.

3.9 Time of the Essence. Time is of the essence in the performance of this Agreement.

3.10 Notice. Any notice to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

IF TO CITY:

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attn: Robert Makowski

IF TO OWNER:

Attn:

[SIGNATURES ON FOLLOWING PAGE]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**SIGNATURE PAGE TO
CITY OF JURUPA VALLEY
WATER QUALITY MANAGEMENT PLAN AND STORMWATER BMP
OPERATION AND MAINTENANCE AGREEMENT
WITH _____**

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF JURUPA VALLEY
a California Municipal Corporation

a _____

By: _____
Steve Loriso
City Engineer

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

ATTEST:

City Clerk

ACKNOWLEDGMENT

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 _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
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 _____ (Seal)

EXHIBIT "A"
(LEGAL DESCRIPTION)

EXHIBIT "B"
(MAP/ILLUSTRATION)