

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

County Recorder
County of Ventura
800 S. Victoria Avenue
Ventura, California 93009-1610

*Recorded for the benefit of County of Ventura.
No fee required (Government Code §27383)*

**COVENANT FOR MAINTENANCE OF POST-CONSTRUCTION
STORMWATER MANAGEMENT CONTROL SYSTEM**

FOR PROJECT No (indicate as applicable):

Building Permit # _____ Grading Permit # _____
Conditional Use Permit # _____ Land Use # _____
Tract/Lot # _____ Subdivision # _____

OWNER: _____

PROPERTY ADDRESS: _____

ASSESSOR PARCEL NUMBER: _____

**THIS COVENANT FOR MAINTENANCE OF POST-CONSTRUCTION
STORMWATER MANAGEMENT CONTROL (PCSMC) SYSTEM (“Covenant”)** is
made and entered into this _____ day of _____, _____, by
_____ (“Owner”) for the benefit of the County of Ventura and
Ventura County Watershed Protection District, (“County”).

1. **RECITALS.** This Covenant is entered into with reference to the following:

A. Owner owns real property ("Property") in County's jurisdiction, shown on the vicinity map in attached Exhibit "A" and more specifically described in attached Exhibit "B" – Location Map, each of which is incorporated by this reference.

B. At the time of approval of the above listed project number, County required the project to employ on-site control measures to minimize pollutants in urban runoff that would otherwise be discharged into storm drain systems operated and maintained by County.

C. Owner intends to install the following PCSMC(s): _____

as the on-site stormwater control measure(s) to minimize pollutants in urban runoff as shown in the attached Exhibit "B", which is incorporated by this reference.

D. The PCSMC shall be installed in accordance with the County approved Post-Construction Stormwater Management Plan (PCSMP) dated _____ and specifications shown on County Drawings for Building Permit # _____ Grading Permit # _____

Conditional Use Permit # _____ Land Use # _____

Tract/Lot # _____ Subdivision # _____

on file with County Engineer, and incorporated by this reference.

E. The PCSMC, installed on private property and draining only private property, is a private facility and all maintenance and/or replacement of the PCSMC is the sole responsibility of Owner in accordance with the terms of this Agreement.

F. Owner is aware that periodic and continuous maintenance, including, without limitation, filter material replacement and sediment removal, is required to assure proper performance of the PCSMC, and that 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. In addition, the Owner will provide annual report to verify on-going

maintenance to the County designated staff by September 15th of each calendar year.

2. **ACCESS.** Owner grants County complete access, of any duration, to the PCSMC and its immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by County's Director of Public Works ("Director"), no advance notice, for the purpose of inspection, sampling, testing of the PCSMC, and, in case of emergency, to undertake all necessary repairs or other preventative measures at Owner's expense as provided below. County will make every effort at all times to minimize and avoid interference with Owner's use of the Property.
3. **MAINTENANCE.** Owner will use its best efforts to diligently maintain the PCSMC in a manner assuring proper performance at all times. Refer to Section 7 "Maintenance Plan" and Appendix I "Stormwater Control Measure Maintenance Plan Guidelines and Checklists" of the Technical Guidance Manual for Stormwater Quality Control Measures (TGM) – Manual Update 2011" available at www.vcstormwater.org/technicalguidancemanual.html or www.onestoppermit.ventura.org under "Surface Water Quality Section" for further maintenance instructions. Owner shall complete and provide Maintenance Plan (attached Exhibit "C") to the County for review and approval. All reasonable precautions will be exercised by Owner and Owner's representative or contractor in the removal and extraction of material(s) from the PCSMC and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time.
4. **ANNUAL MAINTENANCE VERIFICATION** By September 15th of each calendar year, Owner shall provide County with annual report to verify on-going maintenance and properly functioning conditions of the PCSMC. The Annual Maintenance Verification Report will be completed using County form provided in the attached Exhibit "D". Each report will document the date of inspection, PCSMC conditions and functionality, type and quantity of material(s) removed and disposal destination, and other maintenance performed in accordance with the Maintenance Plan (attached Exhibit "C").
5. **DEFAULT.** Should Owner, or its successors or assigns, fail to accomplish the necessary maintenance contemplated by this Agreement within ten (10) days after being given written notice by County, County is authorized to take any maintenance action needed and charge the entire cost and expense to Owner or Owner's successors or assigns, including administrative costs, attorneys' fees and interest at the maximum rate authorized by law from the date of notice of any expenses incurred by County until paid in full.
6. **SECURITY.** County may require Owner to post security in form and for a time period satisfactory to County to guarantee the performance of this Agreement. Should Owner fail to perform the obligations under this Agreement, County may,

in the case of a cash bond, act for Owner using the proceeds from it, or in the case of a surety bond, require the surety to perform the obligations of the Agreement. As an additional remedy, Director may cause the withdrawal of any previous stormwater related approval with respect to the property on which a PCSMC has been installed until such time as Owner repays to County its reasonable costs.

7. **RECORDATION.** This Agreement shall be recorded in the Ventura County Recorder's Office and will constitute notice to all successors and assigns of title to the Property of Owner's obligations, and also a lien in such amount as will fully reimburse County, including interest, subject to foreclosure in event of default in payment.
8. **ENFORCEMENT.** In the event County initiates legal action occasioned by any default or action of Owner, or its successors or assigns, then Owner and its successors or assigns agree to pay all costs incurred by County in enforcing the terms of this Agreement, including reasonable attorney's fees and costs, and that the same may become a lien against the Property.
9. **RUNS WITH PROPERTY.** The burdens and benefits in this Agreement constitute covenants that run with the Property and constitute a lien upon the Property.
10. **SUCCESSORS.** This Agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties. The term "Owner" includes not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner will notify any successor to title of all or part of the Property about the existence of this Agreement. Owner will provide this notice before such successor obtains an interest in all or part of the Property. Owner will provide a copy of such notice to County at the same time such notice is provided to the successor.
11. **TIME IS OF ESSENCE.** Time is of essence in the performance of this Agreement.
12. **NOTICES.** Any notice to a party required or called for in this Agreement will be served in person, or by deposit in the U.S. Mail, first-class postage prepaid, to the address set forth below. Notice will be deemed effective upon receipt, or 72 hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice to the other party.

IF TO COUNTY:

Public Works Agency
Watershed Protection District
County Stormwater Program
800 S. Victoria Avenue
Ventura, California 93009-1610

IF TO OWNER:

Phone: _____

IN WITNESS THEREOF, the parties hereto have affixed their signatures as of the date first written above.

OWNER:

(If a legal entity such as a corporation, partnership, limited liability company, or trust, please print the entity's name and name and title of signer above signature line and then sign. If individual, please print name of signer above signature line.)

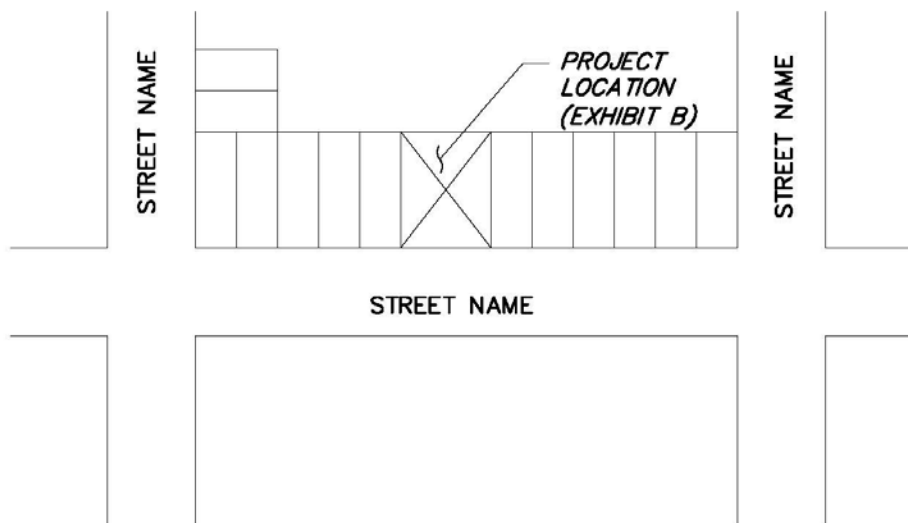
NOTARY ON FOLLOWING PAGE

- c: Watershed Protection District – County Stormwater Program (1)
Owner (1)

EXHIBIT "A"
(Vicinity Map)

EXHIBIT 'A'

SAMPLE



ADDRESS: 12345 COVENANT LANE, VENTURA, CA, 93009
PROJECT NO: LU, SD, GP



VICINITY MAP

SCALE: 1"=500'

Use GIS eg Google, Mapquest

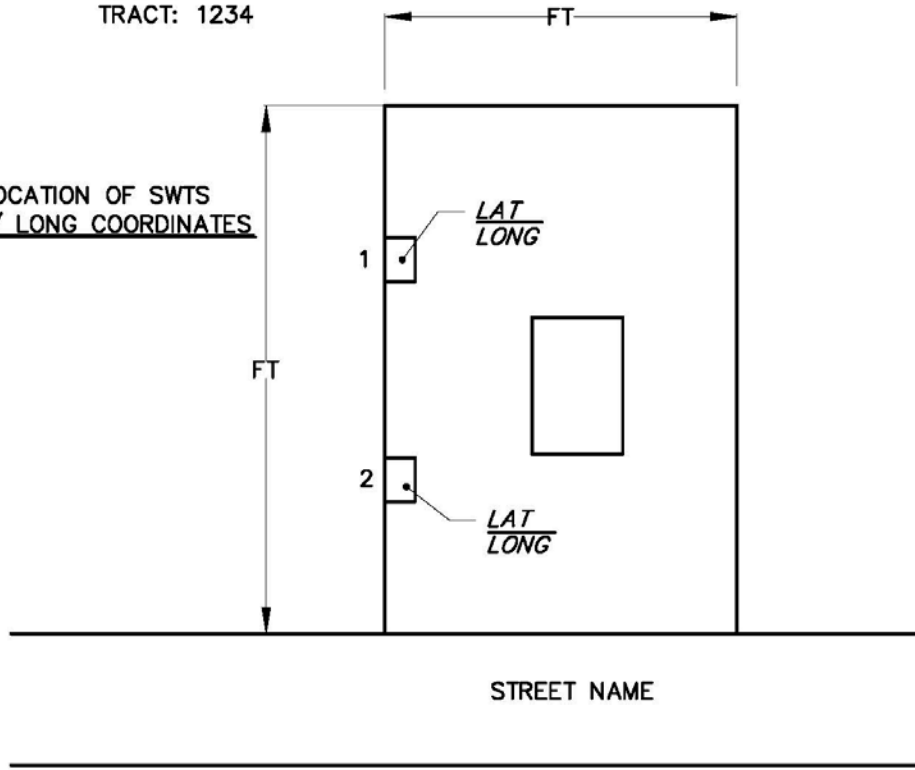
EXHIBIT "B"
(Location Map)

EXHIBIT 'B'
SAMPLE

APN: 086-0-083-015
PROJECT NO: SD, LU, GP
ADDRESS: 12345 COVENANT LANE, VENTURA, CA, 93009
LOT: 1
TRACT: 1234

TYPE / LOCATION OF SWTS
WITH LAT / LONG COORDINATES

- 1. INF-1
- 2. BIO-1



LOCATION MAP

SCALE:
NTS

EXHIBIT “C”
(Maintenance Plan)

Owner shall complete and provide the applicable portion of Appendix I “Stormwater Control Measure Maintenance Plan Guidelines and Checklists” of the Technical Guidance Manual for Stormwater Quality Control Measures – Manual Update 2011” available at www.vcstormwater.org/technicalguidancemanual.html or www.onestoppermit.ventura.org under “Surface Water Quality Section”.

EXHIBIT "D"
(Annual Maintenance Verification Report)

Completed Annual Maintenance Verification Report is due to the County by September 15th of each calendar year. For additional information refer to www.onestoppermit.ventura.org under "Surface Water Quality Section".

VENTURA COUNTY
WATERSHED PROTECTION DISTRICT

STORMWATER TREATMENT FACILITY MAINTENANCE RECORD
VERIFICATION FORM

RECORD VERIFICATION

Property Address & Assessor's Parcel Number (APN):

<i>No. & Street Name</i>	<i>City</i>	<i>Ca</i>	<i>ZIP Code</i>	<i>APN</i>
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Property Owner/Responsible Party:

<i>Name</i> <i>Code</i>	<i>Responsible Party/HOA (if applicable)</i>	<i>No. & Street Name</i>	<i>City</i>	<i>State</i>	<i>ZIP</i>
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Type of SWTS on your property:

- | | |
|--|--|
| <input type="checkbox"/> Bioretention (with underdrain) | <input type="checkbox"/> Infiltration Basin/ Trench |
| <input type="checkbox"/> Bioretention (without underdrain) | <input type="checkbox"/> Permeable Pavement |
| <input type="checkbox"/> Cartridge Media Filter | <input type="checkbox"/> Planter Box |
| <input type="checkbox"/> Catch Basin Insert | <input type="checkbox"/> Proprietary Treatment Device (please list name) |
| <input type="checkbox"/> Constructed Wetland | <input type="checkbox"/> Sand Filter |
| <input type="checkbox"/> Dry Extended Detention Basin | <input type="checkbox"/> Vegetated Swale/ Filter Strip |
| <input type="checkbox"/> Drywell | <input type="checkbox"/> Wet Detention Basin |
| <input type="checkbox"/> Green Roof | |

CURRENT CONDITION OF SWTS (CHECK ALL THAT APPLY)

- | | |
|---|--|
| <input type="checkbox"/> Accumulation of trash and/or debris | <input type="checkbox"/> Signs of erosion and/or exposed dirt |
| <input type="checkbox"/> Pipes or risers coming into BMP are damaged (e.g., cracked) | <input type="checkbox"/> Odors and/or standing water (water should drain from BMP within 48 hours) |
| <input type="checkbox"/> Overflows (even during small rain storms - possibly clogged) | <input type="checkbox"/> Evidence of animal burrows |
| <input type="checkbox"/> Overgrown or unhealthy vegetation | <input type="checkbox"/> Signs of vandalism |
| <input type="checkbox"/> Excessive algae | <input type="checkbox"/> None of the above |

**EXHIBIT "D" -Continued
(Annual Maintenance Verification Report)**

MAINTENANCE PERFORMED OVER THE PAST YEAR

Type of Service Performed (check below as applicable to your device)

Note: Not all maintenance tasks will apply to your device.

Recommended inspection and maintenance for most BMPs is semiannually, after each significant storm, or more frequently, if needed.

- Manufacturer recommended maintenance performed (please list manufacturer and device model)
- Remove litter & debris as required
- Repair erosion
- Reseed and/or replant to damaged landscaped areas as needed
- Clean/repair inlet rip rap and pilot channels
- Clean/repair outlet to prevent/eliminate clogging
- Remove sediment when accumulation reach 25% of original design depth
- Remove accumulated sediment or tree/shrub growth that may obstruct flow through device
- Replace filter media (if applicable)
- Inspect perimeter fencing and repair as necessary
- Repairs to device needed

Please describe: _____

Date repair completed or scheduled for completion: _____

Other Maintenance Performed

Please describe: _____

Device is clean and does not need service at this time

Date of Inspection: _____ Date Maintenance Performed: _____

CERTIFICATION

I, _____ herby certify that the above information is correct to the best of my knowledge.

Signature

Date