RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF MISSION VIEJO
DEPARTMENT OF PUBLIC WORKS
ATTN: DEBORAH CARSON
200 CIVIC CENTER
MISSION VIEJO, CALIFORNIA 92691

Recording Fee: Exempt
(Government Code - Section 6103) (Space above this line for Recorder's use)

WATER QUALITY BMP
IMPLEMENTATION AGREEMENT
FOR

MISSION VIEJO, CALIFORNIA

, ("Owner"), which has ownership over that certain real property located in the City of Mission Viejo, County of Orange, State of California, described as ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF MISSION VIEJO, DESCRIBED AS SELECT TRACT OR PARCEL MAP , also described as , Mission Viejo, California 9269 , Assessor's Parcel Number , ("Property") does hereby agree as follows:

Control of Pollutants and Water Drainage. Pollutant runoff and water drainage shall be controlled in accordance with the City of Mission Viejo ("City") *Water Quality Local Implementation Plan*, the County of Orange *Drainage Area Management Plan*, and all City Ordinances related to water quality. The long-term maintenance of any Best Management Practices (BMPs) shall be the responsibility of Owner. The Owner shall maintain all structural treatment BMPs detailed in the City-approved project Water Quality Management Plan dated . The frequency of maintenance shall be according to the manufacturer-recommended maintenance schedule or the applicable California Stormwater Quality Association's *New Development/Redevelopment Best Management Practice Factsheets*, whichever is more frequent. The Owner and any tenant, renter, lessee, etc., shall comply with the BMPs contained in the document titled "*Best Management Practice Requirements*" attached hereto as Exhibit A and by this reference made a part hereof and applicable BMPs described in the City of Mission Viejo *Water Quality Local Implementation Plan*, County of Orange *Drainage Area Management Plan*, and City-approved project Water Quality Management Plan. Owner shall be required to eliminate/prevent any potential pollutant runoff.

City Right to Perform Required Maintenance. If the City of Mission Viejo determines that the Property's general maintenance, trash enclosures, control of pollutant and water runoff, BMPs including those detailed in the City-approved project Water Quality Management Plan, or other maintenance items are not being properly performed in accordance with this Agreement, the City may declare that the existence of these conditions is a nuisance. Owner agrees that failure to maintain the Property in accordance with this Agreement shall constitute a nuisance. The City or its designated agent or employee shall have the power, but not the duty, to enter the Property to

perform the work or make the appropriate repairs to remedy the nuisance. Owner shall be financially responsible for all costs incurred by the City related to the performance of such work and agrees to pay such costs to the City upon demand.

Prior to undertaking such work, the City shall inform the Owner in writing of those items requiring maintenance or the work that needs to be performed under the terms of this Agreement and shall give Owner a reasonable time period in which to remedy the non-compliance with this Agreement. The City shall not undertake any work or repairs until after the time period specified in the notice has expired.

If Owner fails to pay, upon demand, the cost of any work performed by the City pursuant to this section, the City may specially assess the costs against the parcel of land upon which the Project is located pursuant to the City's authority under its nuisance ordinance. The assessment may be collected at the same time and same manner as ordinary County taxes.

In the event that the City performs any work or repairs on the Property, Owner agrees to and shall defend, indemnify, protect and hold harmless the City, its elective and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines, penalties, expenses, causes of action and judgments of law or in equity, or liability of any kind or nature which the City, its elective and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of the City's performance of such work, excepting only liability arising solely out of gross negligence of the City.

1. **Enforcement Options**. The obligations of Owner under the terms of this Agreement are part of the conditions of approval of the Project, and the City may enforce the terms of this Agreement through the enforcement mechanisms available to it.

2. **Agreement Runs With Land**. The obligations and restrictions under this Agreement shall run with the land and be binding on all heirs, assignees and successors in interest.

3. **Relation of Agreement to Site Plan**. This Agreement does not supersede or supplant any condition of approval of the Project.

4. **Binding Effect**. The obligations under this Agreement shall be binding upon the heirs, executors, administrators, successors, assigns and all agents of Owner including, but not limited to, any property management agent for the Project designated by Owner.

5. **Notice**. Whenever it shall be necessary for either party to serve notice on the other regarding this Agreement, such notice shall be served by personal service or certified mail, postage prepaid, return receipt requested, addressed as follows unless and until different addresses may be furnished in writing by either party to the other.

If to Owner:

Attention:

If to City: City of Mission Viejo
200 Civic Center
Mission Viejo, California 92691
Attention: City Manager

With a copy to: William P. Curley III, Esq.
Lozano Smith
Attorneys at Law
515 South Figueroa, Suite 750
Los Angeles, California 90071

Notice shall be deemed to have been served on the day of personal service or seventy-two (72) hours after the same has been deposited in the United States Postal Services. This shall be valid and sufficient service of notice for all purposes.

6. **Waiver**. Waiver by any parties hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

7. **Governing Law**. This Agreement shall be interpreted and construed according to the laws of the State of California.

8. **Notification of Change in Ownership**. The City shall be notified of any change of ownership of the Project.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year indicated below.

OWNER:

_____

By: _____

Title: _____

SIGNATURE MUST BE NOTARIZED

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
TO
IMPLEMENTATION AGREEMENT

BEST MANAGEMENT PRACTICES REQUIREMENTS

1. **Storage and Repair of Motor Vehicles.** The Owner shall not allow motor vehicles stored on this property/lot to be washed or rinsed on the premises nor shall any repair of vehicles be allowed outdoors at this site. Vehicles parked at this facility that show evidence of leaking fluids must be stored with drip pans located to catch the leakage and protected from mixing with stormwater. All hazardous pollutants spilled from stored vehicles shall be cleaned and picked up immediately with an appropriate "dry method" absorbent material and disposed of properly. All spills must be contained and cleaned up on the premises.

2. **Litter Control.** The Owner will be required to implement trash management and litter control procedures in the common areas aimed at reducing pollution of drainage water. The Owner may contract with their landscape maintenance firm to provide this service with the regularly scheduled maintenance, which should consist of litter patrol, emptying of trash receptacles in common areas, and noting trash disposal violations and reporting the violations to the Owner for investigation.

3. **Trash Enclosures and Dumpsters.** The Owner shall post signs on trash enclosure gates that state "Keep Dumpster Lids Closed." The Owner will monitor dumpster usage such that dumpsters are not overfilled and the dumpster lids can close completely. The Owner shall increase the trash pickup schedule as necessary to prevent dumpsters from overfilling.

4. **Landscape Maintenance.** Ongoing maintenance must be consistent with the City's adopted water conservation ordinance, plus fertilizer and pesticide usage consistent with the "County Management Guidelines for Use and Fertilizers and Pesticides." Landscape irrigation systems shall be adjusted and properly maintained to prevent overspray runoffs.

5. **Green Waste Disposal.** Green waste shall not be blown or swept into, or disposed of in the street, gutter, public right-of-way, or storm drain catch basins or inlets. Leaf blowers, if used, shall be used to move green waste into piles that can be swept, picked up, and disposed of in green waste recycling containers.

6. **Employee Training.** The Owner shall prepare a training manual(s) for existing and future employees. The manual should include information on non-point source pollution and how to use proper Best Management Practices (BMPs) to minimize runoff pollutants. Training shall be provided upon hire and at regular intervals thereafter.

7. **Catch Basin/Inlet Inspection.** The Owner must inspect all catch basins/inlets on site and clean the catch basins, if necessary, prior to the storm season (no later than October 1 each year).

8. **Lot/Street Sweeping.** The Owner must sweep outdoor lots regularly (minimum monthly), and prior to the storm season (no later than October 1 each year). Sweeping shall be done with a vacuum-type sweeper. Under no circumstances are outdoor areas/lots to be rinsed or washed with water unless said rinse/wash water is collected and disposed of properly (i.e., into the sewer).

9. **Catch Basin Stenciling.** All catch basins/inlets/outlets on site must be stenciled "No Dumping—Drains to Ocean" on the top of curb directly above the inlet and on one side of the curb face using the County of Orange-approved stencil and color/type of paint or the City's curb markers. Labeling for catch basins is to be inspected regularly and maintained so as to be reasonably legible at all times. The inspection and maintenance is to be performed by the Owner. This stencil is to alert the public/employees to the destination of pollutants discharged into the storm water.

10. **BMP Maintenance.** Owner shall be responsible for implementation of each non-structural BMP and regularly scheduled cleaning of all BMP structural facilities (catch basin, storm drains, trash enclosures, etc.).

11. **Title 22 CCR Compliance.** Owner must comply with Title 22 of the California Code of Regulations and relevant sections of the California Health and Safety Code regarding hazardous waste management, which will be enforced by County Environmental Health on behalf of the State.

12. **Haz-Mat Disclosure Compliance.** Owner shall comply with County and City ordinances.

13. **Uniform Fire Code Implementation.** Owner shall comply with Article 80 of the Uniform Fire Code.

14. **Spill Response Plan/Kit.** Owner shall develop a spill response plan and maintain a spill response kit on site. Employees shall be properly trained to use the spill response kit. Owner shall maintain absorbent materials in the spill response kit to adequately contain any spills that can be anticipated (i.e., oil drips, engine coolant, etc.).

15. **Treatment Control BMPs.** Owner shall be responsible for the operation and maintenance of all treatment control BMPs specified in the City-approved *Water Quality Management Plan*.