

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

\_\_\_\_\_  
(Owner)

AND WHEN RECORDED MAIL TO:

CITY OF CATHEDRAL CITY – CITY ENGINEER  
68700 AVENIDA LALO GUERERRO  
CATHEDRAL CITY, CA 92234

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### **Covenant for Water Quality Management Plan and Urban Runoff Best Management Practices Transfer, Access and Maintenance**

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

Property Address: \_\_\_\_\_

APN: \_\_\_\_\_

**WHEREAS**, \_\_\_\_\_ (“Owner”) owns real property (“Property”) in the City of Cathedral City, 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;

**WHEREAS**, at the time of initial approval of development project know as \_\_\_\_\_ within the Property described herein, the City of Cathedral City (“CITY”) require the project to employ Best Management Practices hereinafter referred to as “BMPs” to minimize pollutants in urban runoff;

**WHEREAS**, the OWNER has chosen to install and/or implement BMPs for the Property 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;

**WHEREAS**, said BMPs, with installation and/or implementation on private property and draining only private property, are part of a private facility with all maintenance replacement, therefore, are the sole responsibilities of the OWNER in accordance with the terms of this Covenant.

**WHEREAS**, 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 is required to remain in compliance with all local, state , or federal laws and regulations, including, but not limited to NPDES storm water permits, and those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs;

**NOW THEREFORE**, OWNER covenants, promises and agrees as follows:

1. Owner hereby provides the City and/or its 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, no advance notice, for the purpose of inspection, sampling, testing of the BMPS, and in case of emergency, to undertake all necessary repairs or other preventive measures at OWNER'S expense as provided in paragraph 3 below, provided that CITY takes reasonable steps to minimize or avoid interference with OWNER'S use of the Property.

2. OWNER shall use its best efforts diligently to maintain all BMP's 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 materials(s) removed the quantity, and disposal destination.

3. In the event OWNER, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Covenant, 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 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.

4. The CITY may require the OWNER to post security in form and for a time period satisfactory to the CITY to guarantee the performance of the obligations stated herein. Should the OWNER fail to perform the obligations under this Covenant, the CITY may, in the case of cash bond, act for the OWNER using the proceeds from it, or in the case of a surety bond, require the sureties to perform obligations of the Covenant. As an additional remedy, the CITY may withdraw any previous Urban Runoff-related approval with respect to the property on which the BMPs have been installed and/or implemented until such time as OWNER repays the CITY its reasonable costs incurred in accordance with paragraph 3 above.

5. This covenant 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 obligations 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.

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

7. It is the OWNER that burdens and benefits herein undertaken shall constitute covenants that run with said Property and constitute a lien there against.

8. The obligations herein undertaken shall run with and burden the Property and shall be binding upon the heirs, successors, executors, administrators and assigns of the OWNER. 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 Covenant. 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.

9. Time is of the essence in performance of this Covenant.

10. Any notice to a party required or called for in the Covenant shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notices(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 Cathedral City  
Attn: City Manager  
68-700 Avenida Lalo Guerrero  
Cathedral City, CA 92234

IF TO OWNER:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. This Covenant may be enforced by the CITY. The City Manager or his/her designee is authorized to act and administer this Covenant on behalf of the CITY.

**IN WITNESS HEREOF**, the parties hereto have affixed their signatures as of this \_\_\_\_\_ day of \_\_\_\_\_.

[All owners of record must sign.]

OWNER:

OWNER:

\_\_\_\_\_  
(Owner's name)

\_\_\_\_\_  
(Owner's name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Company)

NOTARIES ON FOLLOWING PAGES

**ACKNOWLEDGEMENT FOR OWNER**

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_, before me \_\_\_\_\_, a

notary public, 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 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)**