

RECORDING REQUESTED BY
AND MAIL TO:

CITY CLERK
CITY OF SAN DIMAS
245 EAST BONITA AVENUE
SAN DIMAS, CA 91773

Space above this line is for Recorder's use

COVENANT AND AGREEMENT
REGARDING THE MAINTENANCE OF LOW IMPACT DEVELOPMENT (LID) &
WATER QUALITY TREATMENT FACILITIES

The undersigned, _____ ("Owner"), hereby certifies that it owns the real property described as follows ("Subject Property"), located in the City of San Dimas, State of California:

LEGAL DESCRIPTION

ASSESSOR'S ID # _____ TRACT NO. _____ LOT NO. _____

ADDRESS: _____

Owner is aware of the requirements of the City of San Dimas Low Impact Development (LID) Ordinance No. 1231, and the National Pollutant Discharge Elimination System (NPDES) Permit.

- Attached hereto as Exhibit 1 is a plot map of the location and name of the water quality facilities (also referred to as best management practices or BMPs).
- Attach here to as Exhibit 2 is a matrix that depicts type of facility, the latitude and longitude of the facility and the required maintenance to be performed.

Owner hereby covenants and agrees to maintain the attached (Exhibit 1) water quality facilities (also referred to as best management practices or BMPs) in a good and operable condition at all times, and in accordance with the Maintenance frequency outlined in Exhibit 2. The owner shall maintain proof of maintenance of the water quality facilities for a period of two (2) years, and upon written request shall submit this documentation of proof of maintenance to the City.

Owner further covenants and agrees that the above-described water quality facilities shall not be removed from the Subject Property unless and until they have been replaced with other water quality facilities in accordance with San Dimas Low Impact Development (LID) Ordinance No. 1231 and current stormwater regulations.

Owner hereby provides the City or the City's designee complete access, of any duration, to said facilities 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. In the case of an emergency no advance notice will be provided. In an emergency the City will undertake all necessary repairs or other preventative measures at owner's expense. The City shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.

Owner hereby understands failure to maintain said water quality facilities will initiate the City's Progressive Enforcement Policy per the City Municipal Code.

Owner further covenants and agrees that if Owner hereafter sells the Subject Property, Owner shall provide printed educational materials to the buyer regarding the post-construction BMP features that are located on the Subject Property, including the type(s) and location(s) of all such features, and instructions for properly maintaining all such features.

Owner makes this Covenant and Agreement on behalf of itself and its successors and assigns. This Covenant and Agreement shall run with the Subject Property and shall be binding upon owner, future owners, and their heirs, successors and assignees, and shall continue in effect until the release of this Covenant and Agreement by the City of San Dimas, at its sole discretion.

Owner(s):

By: _____ Date: _____

By: _____ Date: _____

(PLEASE ATTACH NOTARY)

ATTACHMENTS