

RECORDING REQUESTED BY

City of Rancho Cucamonga

AND WHEN RECORDED MAIL DOCUMENT TO:

NAME City of Rancho Cucamonga  
Building & Safety Dept.

STREET ADDRESS 10500 Civic Center Drive

CITY, STATE & ZIP CODE Rancho Cucamonga, CA 91730

SPACE ABOVE FOR RECORDER'S USE ONLY

**MEMORANDUM OF AGREEMENT OF**  
**STORM WATER QUALITY MANAGEMENT PLAN**

File: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Checked by: \_\_\_\_\_

Assessor's Parcel Number: \_\_\_\_\_

## MEMORANDUM OF AGREEMENT OF STORM WATER QUALITY MANAGEMENT PLAN

The undersigned hereby enters into this Memorandum of Storm Water Quality Management Plan (the "Memorandum") on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ with reference to the following:

A. The undersigned is the owner of certain real property located in the City of Rancho Cucamonga, County of San Bernardino, State of California legally described below and hereto referred to as "Exhibit A" (the "Real Property") and "Exhibit B" (Vicinity Map). Each exhibit is attached hereto and incorporated herein by this reference and also in the Water Quality Management Plan document, on file with the owner or its successors or assigns, and the City and hereinafter is referred to as "WQMP".

B. The undersigned is seeking certain permits and approvals from the City of Rancho Cucamonga ("City") for the development of the Real Property as follows: Precise Grading and Building Permit (the "Approvals").

C. In consideration of the City granting the Approvals, I the undersigned, agree to and accept the terms and conditions of the Storm Water Quality Management Plan (the "Plan") approved by the City's Building and Safety Department on \_\_\_\_\_, and bind the Real Property with the provisions of the Plan, which is on file with the City of Rancho Cucamonga's Building and Safety Department, File No. \_\_\_\_\_.

D. In consideration of the City granting the Approvals, the undersigned has agreed to and accepts the terms and conditions of the Plan as it relates to the Real Property and agrees that the Real Property shall be bound by and subject to the Plan.

E. The owner has chosen to install structures as required by Best Management Practices (BMPs) and to implement non-structural BMPs as described in Exhibit "C" (List of BMP Maintenance Items) and depicted in Exhibit "D" (BMP Site Map). The purpose of the WQMP is to minimize pollutants in urban runoff and to minimize other adverse impacts of urban runoff;

F. Said WQMP has been certified by the Owner and reviewed and approved by the City;

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

NOW, THEREFORE, it is hereby agreed by the undersigned as follows:

1. Owner hereby provides the City of Rancho Cucamonga's designee complete inspection access, of any duration, to the areas in which BMPs are applied and their immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by the City's Engineer, no advance notice, for the purpose of inspection, sampling, testing of device(s), and in case of emergency, to undertake all 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.

2. The undersigned hereby agrees to the terms and conditions of the Plan, the provisions of which are incorporated by reference as though set out herein in full, and agrees that the Real Property shall be bound by and subject to the terms and conditions of the Plan, subject to minor modifications incorporated during construction, as approved by the City of Rancho Cucamonga Building and Safety Services Director.

3. The undersigned agrees to conduct the necessary routine maintenance of any structural devices designed into or installed as part of the storm water drainage system on the Real Property to reduce

pollutants in storm water runoff to the maximum extent practicable or to reestablish infiltration through the lifetime of the development which is the subject of Approvals.

4. The undersigned agrees to hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, arising from the imposition of the Plan by the City.

5. The agreements contained herein and the terms and conditions of the Plan are covenants intended to run with the land and shall burden the Real Property and shall be binding upon future owners of all or any portion of the Real Property. Upon a transfer of the Real Property, the transferor (including the undersigned) shall be relieved of any obligations under this Memorandum or the Plan arising from and after the effective date of the transfer.

6. The provisions of this Memorandum are intended to constitute equitable servitudes which shall encumber the Real Property and be binding upon future owners of the Real Property or any portion thereof.

7. The provisions of the Memorandum may be enforced by the City, which, among other remedies, shall have the remedy of injunctive relief and other equitable remedies.

8. This Memorandum shall not be amended, modified or terminated without the prior written consent of the City, which consent to be effective shall be contained in a document executed by the City and recorded against the Real Property.

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

Authorized Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Project Description: \_\_\_\_\_

**ALL CAPACITY 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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ ,  
(Date) (Name and title of the officer)

personally appeared \_\_\_\_\_  
(Name of person signing)

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 of officer

(Seal)

\_\_\_\_\_

**EXHIBIT A**  
**(Continued from Item A)**  
***Legal Description***  
**(To Be Completed by the Project Engineer)**

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**EXHIBIT B**  
**(Vicinity Map)**  
**(To Be Completed by the Project Engineer)**

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**EXHIBIT D**  
**(BMP Site Map)**  
**(To Be Completed by the Project Engineer)**