

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

City Clerk
City of Camarillo
601 Carmen Drive
Camarillo, California 93010

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

Covenant and Deed Restriction

Assessor Parcel No(s): _____

**STORMWATER TREATMENT DEVICE
ACCESS AND MAINTENANCE AGREEMENT
FOR PROJECT NO. _____**

OWNER: _____

PROPERTY ADDRESS: _____

THIS AGREEMENT is made and entered into this ____ day of _____, _____,
by and between _____
("Owner") and the City of Camarillo, a general law city and municipal corporation
("City").

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

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

B. At the time of initial approval of development project known as _____ on the Property, City required the project to employ on-site control measures to minimize pollutants in urban runoff.

C. Owner intends to install the following device(s)

("Device") as the on-site control measure(s) to minimize pollutants in urban runoff (as shown in the attached Exhibit "C", which is incorporated by this reference, and on the Stormwater Pollution Control or Prevention Plan No.

- D. The Device must be installed in accordance with approved plans and specifications shown on City Drawings Nos. C-_____ through C-_____ on file with City Engineer, and incorporated by this reference.
- E. The Device, installed on private property and draining only private property, is a private facility and all maintenance or replacement of the Device 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 peak performance of the Device, 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.
2. **ACCESS.** Owner grants a license to City's designee for complete access, of any duration, to the Device and its immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by City's Director of Public Works ("Director"), no advance notice, for the purpose of inspection, sampling, testing of the Device, and, in case of emergency, to undertake all necessary repairs or other preventative measures at Owner's expense as provided below. City 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 Device in a manner assuring peak performance at all times. Refer to the Stormwater Pollution Control/Prevention Plan for further maintenance instructions and the attached Exhibit "C". All reasonable precautions will be exercised by Owner and Owner's representative or contractor in the removal and extraction of material(s) from the Device and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. In October of each year, Owner will provide City with documentation identifying the date of inspection, type and quantity of material(s) removed and disposal destination, and other maintenance performed.
4. **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 City, City 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 City until paid in full.

5. **SECURITY.** City may require Owner to post security in form and for a time period satisfactory to City to guarantee the performance of this Agreement. Should Owner fail to perform the obligations under this Agreement, City 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 Device has been installed until such time as Owner repays to City its reasonable costs.
6. **RECORDATION.** This Agreement will be recorded in the Ventura County Recorder's Office at Owner's expense 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 City, including interest, subject to foreclosure in event of default in payment.
7. **ENFORCEMENT.** In the event City 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 City 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.
8. **RUNS WITH PROPERTY.** The burdens and benefits in this Agreement constitute covenants that run with the Property and constitute a lien upon the Property.
9. **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 City at the same time such notice is provided to the successor.
10. **TIME IS OF ESSENCE.** Time is of essence in the performance of this Agreement.
11. **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 CITY:

Public Works Department - Stormwater Program
601 Carmen Drive
Camarillo, California 93010

IF TO OWNER:

Telephone # _____

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

CITY OF CAMARILLO:

OWNER:

City Manager

(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.)

ATTEST:

City Clerk

APPROVED AS TO FORM BY:
Don Davis, Assistant City Attorney
November 15, 2006

NOTARIES ON FOLLOWING PAGE

- c: Public Works Department (2)
- Public Works Stormwater
- City GIS Dept.
- Owner

EXHIBIT A
(Legal Description)

EXHIBIT B
Project/BMP Location Map (Identify & show location of BMPs)

EXHIBIT C

Minimum Maintenance Requirements For Post-Construction Treatment Devices

Maintenance logs will be required by the City of Camarillo in October of each year for all post-construction devices listed below. At a minimum, the maintenance log should include documentation identifying the device, its location, date of inspection, inspector's name and signature, type and quantity of material(s) removed, disposal destination, and other maintenance performed. The California Stormwater BMP Handbooks referred to below can be obtained at www.cabmphandbooks.com and the Ventura County Technical Guidance Manual for Stormwater Quality Control Measures (TGM) can be obtained at www.vcstormwater.org. . If device does not apply, write N/A.

Treatment Device	Minimum Maintenance Requirements/Schedule
Onsite trash enclosures constructed with solid roof that protects against stormwater entering refuse bins.	Inspect yearly prior to October 1 for leaks. Remove solids, stains and/or residue from floor and walls of trash enclosure with dry methods when possible. If water must be used after sweeping/using absorbents, collect water and discharge through grease interceptor to the sewer (check with local Sanitation Department before discharging to sewer). Do not hose down area to a storm drain. Refer also to Calif. Stormwater Municipal BMP Handbook – SC-34.
Onsite storm drains & catch basins	All onsite catch basins to be inspected and cleaned at least twice a year. Once immediately prior to October 1 and once in January. Additional cleanings may be required if more than 40% full.
Parking lots & sidewalks	Sidewalks and parking lots to be swept regularly to prevent accumulation of litter and debris. Litter, debris and any cleaning agents will be trapped and collected and disposed of properly to prevent entry into storm drain system. Refer also to Calif. Stormwater Municipal BMP Handbook – SC-43 & SC-71.
TCM-1 Detention Basin <i>See Ventura County Technical Guidance Manual (5/29/15) for further maint. guidelines</i>	Inspect basin semiannually, after each significant storm, or more frequently, if needed. Check/correct as required: differential settlement, cracking; erosion, leakage or tree growth on embankment; the condition of the riprap in the inlet, outlet and pilot channels; sediment accumulation in the basin; and the vigor and density of the grass turf on the basin side slopes and floor. Remove litter and debris from banks and basin bottom as required. Repair erosion to banks and bottom as required. Remove sediment when accumulation reaches 25% of original design depth, or if resuspension is observed. Clean in early Spring so vegetation damaged during cleaning has time to reestablish. Inspect outlet for clogging a minimum of twice a year, before and after the rainy season, after large storms, and more frequently if needed. Correct observed problems as necessary. Clean fore bay frequently to reduce frequency of main basin cleaning. Control mosquitoes, as necessary.
BIO-3, 4 Biofilters (Swales Grass Strip Filters) <i>See Ventura County Technical Guidance Manual (5/29/15) for further maint. guidelines</i>	Check annually for signs of erosion, vegetation loss, and channelization of the flow. The grass should be mowed when it reaches a height of 6 inches. Allowing the grass to grow taller may cause it to thin and become less effective. The clippings should be removed.

Treatment Device	Minimum Maintenance Requirements/Schedule
<p>Media Filter, Clarifier, Wet Vault, Vortex Separator, Hydrodynamic Systems</p> <p>Device Name:</p> <p>Model#: _____</p> <p>Mfr.(Name & Address):</p>	<p>Follow manufacturer's recommended maintenance specifications. Inspect unit twice during first wet season of operation, setting the cleaning frequency accordingly. Annually inspect for floating debris, sediment buildup, and accumulated petroleum products. Remove accumulated sediment in vault after construction in the drainage area is complete. Recommended frequency of cleaning ranges from one to two years – confirm with manufacturer. Maintenance consists of removal of accumulated material with an educator truck. It may be necessary to remove and dispose of the floatables separately due to the presence of petroleum product. Control mosquitoes, as necessary. Annual maintenance is typical. Refer also to Calif. Stormwater Municipal BMP Handbook – MP-50 & MP-51.</p>
<p>Drain Insert</p> <p>Mfr.(Name & Address):</p> <p>_____</p> <p>Model: _____</p>	<p>Follow manufacturer's recommended maintenance specifications. At the beginning of the wet season and after significant storms, inspect for proper functioning and remove sediment buildup. After construction, verify that stormwater enters the unit and does not leak around the perimeter. Refer also to Calif. Stormwater Municipal BMP Handbook – MP-52.</p>
<p>Drain Insert – Connector Pipe Screen (CPS)</p> <p>MODEL: StormTek ST-3G (removable half-moon CPS) Mfr.: Advanced Solutions 714-457-3283 www.stormtekCPS.com</p> <p>Or</p> <p>MODEL: Flexstorm CPS (removable half-moon) Mfr: ADS/Flexstorm 805-904-9923; 866-287-8655 www.ads-pipe.com</p>	<p>Follow manufacturer's recommended maintenance specifications. Inspect quarterly and before and after significant rain events. Clean device and catch basin if 25% or more full of trash and debris. CPS screen may need to be pressured washed; block outlet pipe and vacuum wastewater; do not allow wastewater to exit outlet pipe. May require use of industrial vacuum or vactor truck. Dispose of debris properly.</p>
<p>INF-5 Permeable Pavement</p> <p><i>See Ventura County Technical Guidance Manual (5/29/15) for further maint. guidelines</i></p>	<ol style="list-style-type: none"> 1. Regularly Inspect pavement or pavers for pools of standing water after rain events, this could indicate clogging. 2. Actively (3-4 times per year) vacuum sweep the pavement to reduce the risk of clogging by frequently removing fine sediments before they can clog the pavement and subsurface layers. 3. Inspect for vegetation growth on pavement and remove when present. 4. Inspect for missing sand/gravel in spaces between pavers and replace as needed. 5. Activities that lead to ruts or depressions on the surface should be prevented or the integrity of the pavement should be restored by patching or repaving. 6. Spot clogging of porous concrete may be remedied by drilling 0.5 inch holes every few feet in the concrete. 7. Interlocking pavers that are damaged should be replaced. 8. Maintain landscaped areas and reseed bare areas.

Treatment Device	Minimum Maintenance Requirements/Schedule
<p>INF-3 or BIO-1 Bioretention with or without Underdrain</p> <p><i>See Ventura County Technical Guidance Manual (5/29/15) for further maint. guidelines</i></p>	<ol style="list-style-type: none"> 1. Repair small eroded areas 2. Remove trash and debris and rake surface soils 3. Remove accumulated fine sediments, dead leaves, and trash 4. Remove weeds and prune back excess plant growth. Replace dead plants. 5. Remove sediment and debris accumulation near inlet and outlet structures. 6. Periodically observe function under wet weather conditions 7. Replace or add mulch as needed to maintain a 2-3" depth at least once every two years. 8. If sediment is deposited in the bioretention area, immediately determine the source within the contributing area, stabilize, and remove excess surface deposits. 9. Via observation well inspect underdrain for standing water/proper dewatering.
<p>INF-1, 2 Infiltration Basin or Trench</p> <p><i>See Ventura County Technical Guidance Manual (5/29/15) for further maint. guidelines.</i></p>	<ol style="list-style-type: none"> 1. Remove trash, debris, and sediment at inlet and outlets 2. Wet weather inspection to ensure drain time. Basin or trench should drain within 72 hours of storm. If clogging occurs refer to VC TGM for further guidance. 3. Remove weeds 4. Inspect for mosquito breeding 5. Remove sediment when 6 inches has accumulated and replace vegetation that was removed during sediment removal process. 6. Regularly inspect pretreatment sediment removal device for nec. maint.
<p>INF-6 Proprietary Infiltration Basin or Trench</p> <p>Model: _____</p> <p>Mfr.: _____</p> <p>Phone: _____</p>	<p><i>Follow manufacturer guidelines.</i></p> <p><i>Minimum Maintenance:</i></p> <ol style="list-style-type: none"> 1. Remove trash, debris, and sediment at inlet and outlets 2. Wet weather inspection to ensure drain time. Basin or trench should drain within 72 hours of storm. 3. Inspect for mosquito breeding 4. Regularly inspect pretreatment sediment removal device for necessary maintenance
<p>Other Device:</p>	