

New Development and Redevelopment Program
Owner's Certification Statement for LID BMPs

This form must be signed by the project owner as a certification of project responsibility. The signed form must be submitted to the City along with final project plans.

“Should the project plans and specifications provided to the City as part of the New Development/Redevelopment planning process be incorrect or result in deficiency in the performance of the LID BMPs, I understand and acknowledge that I am responsible for the cost of correcting any deficiency in the performance of the project BMPs as well as payment of applicable administrative and/or civil penalties or fines, and may be subject to any other remedy available under the law. I understand that the City will rely on the representations contained in this statement as having achieved our obligation for compliance with storm water requirements and sign this certification voluntarily, without purpose of evasion and of my own free will and with full knowledge of its significance.”

Owner's Name – Print

Owner's Name – Signature

Date

WHEN RECORDED MAIL TO:

City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, California 90254
Attention: Community Development Director

Space Above Line For Recorder's Use

[Exempt from payment of recording fees pursuant to Government Code § 6103]

COVENANT AND AGREEMENT
REGARDING THE MAINTENANCE OF LOW IMPACT DEVELOPMENT (LID)
BEST MANAGEMENT PRACTICES (BMPS)

THIS AGREEMENT REGARDING THE MAINTENANCE OF LOW IMPACT DEVELOPMENT (LID) BEST MANAGEMENT PRACTICES (BMPs) is entered into this ____ day of _____, 20__, by and between the CITY OF HERMOSA BEACH (hereinafter "City") and _____ (hereinafter "Owner").

The undersigned owner hereby certifies that it owns the real property described as follows ("Subject Property"), located in the County of Los Angeles, State of California:

Legal Description:

Assessors ID#

Tract No.

Lot No.

Address:

RECITALS

- A. Owner is aware of the Low Impact Development Requirements for New Development and Redevelopment Projects of the City of Hermosa Beach Municipal Code, Chapter 8.44.095 implemented subject to the requirements of the Municipal NPDES Permit, Order No. R4-2012-0175 for Municipal Separate Storm Sewer System Discharges within the Coastal Watersheds of Los Angeles County issued by the Los Angeles Regional Water Quality Control Board (copy available for review in the Hermosa Beach Public Works Department 1315 Valley Drive Hermosa Beach, CA 90254).

B. The following LID BMP features have been installed on the Subject Property.

- Porous pavement
 - Cistern/rain barrel
 - Infiltration system
 - Bioretention or biofiltration system
 - Rain garden/planter box
 - Green Roof
 - Rain garden/planter box
 - Landscaping
 - Other _____
-

C. The location, including GPS x-y coordinates and type of each LID BMP feature installed on the Subject Property is identified on the site diagram attached hereto as Exhibit 1.

D. The City of Hermosa Beach is willing to grant _____ permits for the Subject Property, provided that the construction and use of the property shall comply with the Conditions, Covenants and Restrictions set forth herein.

E. Owner intends by this Agreement that the Subject Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions and restrictions. All such covenants, conditions and restrictions shall run with the Subject Property and be binding upon all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of the City, the public and neighboring land owners and be binding upon each successor in interest of the owners thereof.

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions and covenants contained herein, the parties agree as follows:

CONDITIONS, COVENANTS AND RESTRICTIONS.

- A. Owner covenants, promises and guarantees that:
1. Owner hereby covenants and agrees to maintain the above-described LID BMP features in good and operable condition at all times and in accordance with the Operation and Maintenance Plan (O&M Plan) attached hereto as Exhibit 2.
 2. Owner further covenants and agrees to maintain a copy of the O&M Plan on the property at all times and to maintain written documentation of the regular and proper maintenance and operation consistent with the O&M Plan.
 3. Owner further covenants and agrees that the above-described LID BMP features shall not be removed from the Subject Property unless and until they have been replaced with other LID BMP features in accordance with Chapter 8.44.095 of the Hermosa Beach Municipal Code, subject to written approval by the Director of Public Works for the City of Hermosa Beach.
 4. Owner further covenants and agrees that if Owner hereafter sells the Subject Property, Owner shall provide a printed copy of the O&M Plan to the buyer regarding the LID BMPs that are located on the Subject Property including the type(s) and locations(s) of all such features.
 5. 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 Hermosa Beach in its sole discretion.
- B. Owner consents and agrees that the Hermosa Beach Public Works Director or his/her representative may enter the Subject Property at any reasonable time for the purpose of ensuring Owner's compliance with this Agreement and only for such purpose. In addition to any other remedy provided for by the City's Municipal Code, Owner agrees that the City may seek specific performance, including interim relief (such as a temporary restraining order or stay) to enforce the provisions of this Agreement, and that damages alone are an inadequate remedy to satisfy the City's Zoning ordinance requirements. Any transaction

that results in a breach of the terms of this Agreement shall be void and of no effect. In any action brought by the City to enforce this Agreement, the City shall be entitled to recover its reasonable attorney's fees, expert fees and costs of suit. In addition to any other remedy provided by law, failure to comply with this agreement may result in revocation of the approvals referenced in Recital D above.

- C. As between the City and the Owner, the Owner assumes responsibility and liability for, and shall indemnify, defend and hold harmless the City and its City Council, boards and commissions, officers, agents, servants, and employees from and against any and all claims, loss, damage, liability, charge or expense, whether direct or indirect, to which the City or its City Council, boards and commissions, officers, agents, servants, or employees may be put or subjected, by reason of any damage, loss or injury of any kind or nature whatever to persons or property caused by any action, or any neglect, omission or failure to act when under a duty to act, on the part of the Owner or any of Owners' officers, agents, employees or subcontractors in their performance hereunder, except for liability arising out of the sole negligence or wrongful conduct of the City.

- D. The covenants and conditions herein contained shall apply to and bind the heirs, successors and assigns of all the parties hereto and shall run with and burden the Subject Property for the benefit of the City, the public, and surrounding landowners. Owner shall expressly make the conditions and covenants contained in this Agreement a part of any deed or other instrument conveying any interest in the property.

This covenant and agreement shall continue in effect unless released by the Hermosa Beach City Manager, acting in its sole discretion and upon submittal of request, applicable fees and evidence that this Covenant and agreement is no longer required by law.

- E. All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of California applicable to contracts made in and to be performed within the state. Venue for any lawsuit brought to enforce the terms of this Agreement shall lie in the Superior Court of the County of Los Angeles.

F. City shall cause this Agreement to be recorded against the title to the Subject Property in the Official Records of the County of Los Angeles, the burdens and benefits of which shall run with the land for the benefit of City in the performance of its duties under its Municipal Code and be binding on all successors in interest, assigns and heirs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

CITY OF HERMOSA BEACH,
a municipal corporation

BY:

City Clerk

BY:

City Manager

APPROVED AS TO FORM:

City Attorney

Owner(s):

By: _____

By: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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, _____,
Date Here Insert Name and Title of the Officer
personally appeared _____
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

EXHIBIT 1

LID BMP LOCATION

EXHIBIT 2

OPERATION & MAINTENANCE (O&M) PLAN