

Recording Requested By:)
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City of Campbell)
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After Recording Return To:))
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City Clerk)
City of Campbell)
70 North First Street)
Campbell, CA 95008)

APN: (Space Above this Line for Recorder's Use Only)
ADDRESS:

**COVENANTS FOR OPERATION AND MAINTENANCE
OF STORMWATER RUNOFF FACILITIES**

These COVENANTS, are made on this _____ day of _____,
200____, by _____ (hereinafter referred to as
"Covenantor") with reference to the following facts:

A. Covenantor is the owner of certain property located in the City of
Campbell, County of Santa Clara, State of California (the "City"), more particularly
described in Exhibit B more commonly known as _____.

B. Covenantor desires to develop the Property but the size of the Property
requires it be developed with certain stormwater runoff facilities (the "Facilities") in
accordance with "Best Management Practices" ("BMPs") required by the National
Pollution Discharge Elimination System ("NPDES") Stormwater Discharge Permit issued
by the California Regional Water Quality Control Board-San Francisco Bay Region.

C. The required Facilities are shown on the approved development plans and
specifications for the Property (the "Plans"), copies of which are kept on file in the Office
of the City Engineer.

D. In accordance with the NPDES Stormwater Discharge Permit and in
consideration for discretionary approvals granted by the City allowing the development
and use of the Property, Covenantor freely and voluntarily agrees by these covenants to
bind Covenantor and its heirs, assigns and successors to construct the Facilities in
accordance with the Plans and to maintain the Facilities in good and workable condition
based for long term operation.

NOW, THEREFORE, Covenantor hereby declares that all of the Property
described above shall be held, sold, leased, mortgaged, encumbered, rented, used,
occupied, improved and conveyed subject to the following limitations, restrictions,
covenants, and conditions, which are imposed as covenants running with the land and

shall both burden and benefit the land for the purpose of complying with the NPDES Stormwater Discharge Permit.

1. PERPETUAL MAINTENANCE OF THE FACILITIES. Covenantor voluntarily and willingly, hereby binds itself and its administrators, executors, successors, heirs, assigns and successors to construct the Facilities in accordance with the Plans and to thereafter maintain the Facilities in good and workable condition for long term operation. No improvements, structures, or appurtenances shall be placed, constructed or developed on the Property in such a way as to interfere with this obligation.

2. Covenantor shall prepare a Stormwater Management Plan (SMP) that details how runoff and associated water quality impacts resulting from the development will be controlled or managed. The Plan shall include sufficient information to evaluate the environmental characteristics of affected areas, the potential impacts of the proposed development on water resources, and the effectiveness and acceptability of measures proposed for managing the stormwater runoff. The minimum information in the SMP is as shown in the attached Exhibit "A".

3. OPERATIONS AND MAINTENANCE (O&M) REPORTING. The BMP's installed and constructed in accordance with the C.3 provisions of the City's NPDES Storm Water Permit shall be maintained and inspected on a regular basis per the inspection frequency delineated in the Stormwater Management Plan. The operation and maintenance of these BMP's are to be certified by a qualified individual to ensure that the treatment BMP's are being operated and maintained accordingly. A list or summary of treatment BMP's that have been inspected with inspection results and certification shall be submitted to the City annually.

4. COVENANT RUNNING WITH LAND. The obligations established in these covenants both benefit and burden the land and are to run with the land and shall be binding on Covenantor, its administrators, executors, successors, heirs, assigned and successors.

5. ENFORCEMENT AND THIRD PARTY BENEFICIARY. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate covenant either to restrain a violation or to recover damages. The City shall be deemed a third party beneficiary for purposes of enforcement established herein and shall be able to enforce these covenants should Covenantor, it's administrators, executors, successors, heirs, assigns and successors fail or refuse to do so.

6. CITY RIGHT OF ENTRY TO MAINTAIN. Covenantor, its administrators, executors, successors, heirs, assigns and successors hereby grants a right of entry to City, its authorized agents and employees, for purposes of inspection of the Facilities at reasonable times whenever deemed necessary by City and maintenance of the Facilities by City should Covenantor, its administrators, executors, successors, heirs,

assigns and successors fail to properly maintain the Facilities in a manner acceptable to the City. In the event Covenantor, its administrators, executors, successors, heirs, assigns and successors fail to properly maintain the Facilities in good and workable order, the City may take any necessary steps to keep the Facilities in good working order. Unless health and safety reasons require immediate access, the City shall provide reasonable notice in advance of the entry on the Property.

7. COST REIMBURSEMENT AND LIEN. If the City performs work of any nature or sort to maintain the Facilities and expends funds for the performance of that work for materials, equipment and/or labor, Covenantor, its administrators, executors, successors, heirs, assigns and successors hereby covenant and agree that upon written notice by City, City shall be reimbursed by Covenantor, its administrators, executors, successors, heirs, assigns and successors for all such costs incurred City for said maintenance within thirty days of receipt of the notice. If payment is not made within the timeline established herein, Covenantor, its administrators, executors, successors, heirs, assigns and successors, agree the amount of the costs incurred by City shall become a lien upon the Property and the City shall have all rights, in law and/or equity, to enforce the lien by foreclosure or other lawful action. The actions available to City as described in this covenant shall not be deemed to limit any other legal or equitable remedy of City.

8. BREACH. Breach of any of the covenants or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof; but such covenants shall be binding and effective against any owner of the Property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

9. TIME OF ESSENCE. Time is of the essence hereof and any individual waiver of time in any instance shall not constitute any subsequent waiver of these provisions.

10 RECORDATION. These covenants shall be recorded in the Offices of the County Recorder for the County of Santa Clara, State of California.

IN WITNESS WHEREOF, the undersigned Covenantor has executed this declaration this _____ day of _____, 200_____.

“COVENANTOR”

BY _____

(Acknowledgment/Notarization Required)

EXHIBIT “A”

STORMWATER MANAGEMENT PLAN CONTENTS

The minimum information submitted for support of a Stormwater Management Plan shall be as follows:

1. Common address, parcel number and legal description of the site.
2. Contact information for all persons having a legal interest in the property.
3. Vicinity or area map.
4. A brief narrative description of the project.
5. Geotechnical investigations including soil maps, borings, site-specific recommendations, and any additional information necessary for the proposed stormwater management design.
6. Written or graphic inventory of natural resources existing at the site and in the surrounding area, including, but not limited to, watercourses, wetlands, and native vegetative areas.
7. Data for total site area, disturbed area, new and/or replaced impervious surface area, and total impervious surface area.
8. Topographic survey information showing existing and proposed contours, including all areas necessary for the post-development hydraulic analyses of proposed stormwater management facilities.
9. Erosion and sediment control plan, as required by City Code Section 16.08, Excavation, Grading and Retaining Walls.
10. A list of any other applicable environmental permits that will be required for the project and the responsible agencies (examples: Santa Clara Valley Water District, State Department of Fish and Game, Regional Water Quality Control Board).
11. Hydrologic computations, including drainage area maps depicting existing and post-development runoff flow paths and land use.
12. Hydraulic computations for existing and post-development conditions.
13. A list of all stormwater management facilities and practices to be employed at the site.
14. A list of any regular on-site cleaning activities to be used as stormwater pollutant source controls (example: pavement sweeping) and the schedules for these cleaning activities.
15. Numeric sizing criteria computations for stormwater treatment BMP's according to the SCVURPP "Guidance for Implementing Stormwater Regulations for New and Redevelopment Project."
16. Structural and construction details for all components of the proposed drainage system or systems and stormwater management facilities.
17. Landscaping plan showing disposition of existing vegetation and any vegetative site stabilization and/or landscape-based storm water management measures.
18. Cost estimates for all proposed on-site stormwater management facilities for the purpose of calculating the amount of any required performance bonds and determining BMP practicability.
19. BMP operation and maintenance procedures, including maintenance tasks, inspection and maintenance schedule, the parties responsible for BMP operation and maintenance, funding mechanisms for on-going operation and maintenance and access and safety issues.
20. Certification by the owner/developer that all stormwater management construction will be done according to this Stormwater Management Plan.
21. An as-built certification signature block to be executed by the responsible registered civil engineer after project completion.
22. Any other information as may be required by the Director of Public Works.