San Bernardino County
Public Works Department

WATER QUALITY MANAGEMENT PLAN

FOR THE
COLORADO RIVER BASIN

PRELIMINARY
WATER QUALITY MANAGEMENT PLAN
(WQMP)

For compliance with State Water Resources Control Board

General Construction Permit No. 2009-0009-DWQ

WDID No. To be assigned prior to construction

for

JOSHUA TREE SOLAR FARM

Project Location:
5500 Sunfair Road, Joshua Tree, CA 92252
Unincorporated San Bernardino County, CA

Prepared For:
Joshua Tree Solar Farm, LLC
700 Universe Blvd., Juno Beach, Fl 33408

WQMP Preparation Date
July 2012

WATER QUALITY MANAGEMENT PLAN (WQMP)

PROJECT SITE INFORMATION

Name of Project: Joshua Tree Solar

Project Location: East of the Community of Joshua Tree, CA, west of Coyote Dry Lake

Size of Significant Re-Development on an Already Developed Site (in feet^2): 5,114,330 SF

Size of New Development (in feet^2): 0

Number of Home Subdivisions: 0

SIC Codes: N/A

Erosive Site Conditions?: Yes

Natural Slope More Than 25%?: No

WATER QUALITY MANAGEMENT PLAN (WQMP)

Check the appropriate project category below:

Check below	**Project Categories**
	1. All significant re-development projects. Significant re-development is defined as the addition or creation of 5,000 or more square feet of impervious surface on an already developed site. This includes, but is not limited to, additional buildings and/or structures, extension of existing footprint of a building, construction of parking lots, etc. Where redevelopment results in an increase of less than fifty percent of the impervious surfaces of a previously existing development, and the existing development was not subject to SUSMPs, the design standards apply only to the addition, and not the entire development. When the redevelopment results in an increase of more than fifty percent of the impervious surfaces, then a WQMP is required for the entire development (new and existing).
	2. Home subdivisions of 10 units or more. This includes single family residences, multi-family residence, condominiums, apartments, etc.
	3. Industrial/commercial developments of 100,000 square feet or more. Commercial developments include non-residential developments such as hospitals, educational institutions, recreational facilities, mini-malls, hotels, office buildings, warehouses, and light industrial facilities.
	4. Automotive repair shops (with SIC codes 5013, 5014, 5541, 7532- 7534, 7536-7539).
	5. Restaurants where the land area of development is 5,000 square feet or more.
	6. Hillside developments of 10,000 square feet or more which are located on areas with known erosive soil conditions or where the natural slope is twenty-five percent or more.
	7. Developments of 2,500 square feet of impervious surface or more adjacent to (within 200 feet) or discharging directly into environmentally sensitive areas such as areas designated in the Ocean Plan as areas of special biological significance or waterbodies listed on the CWA Section 303(d) list of impaired waters.
	8. Parking lots of 5,000 square feet or more exposed to storm water. Parking lot is defined as land area or facility for the temporary storage of motor vehicles.
X	The project does not fall into any of the categories described above. (If the project requires a precise plan of development [e.g. all commercial or industrial projects, residential projects of less than 10 dwelling units, and all other land development projects with potential for significant adverse water quality impacts] or subdivision of land, it is defined as a Non-Category Project.)

Section 1
Introduction and Project Description

1.1 Project Information

- Owner: Joshua Tree Solar Farm, LLC
- Contact: Jess Melin
- 700 Universe Blvd., Juno Beach, FL 33408
- (415) 318-5901
- Site Address: 5500 Sunfair Road, Joshua Tree, CA 92252

1.2 Permits

- To be obtained prior to construction: General Permit for Storm Water Discharges from Construction Activity (Order No. 2009-0009-DWQ: NPDES No. CAS000002)

1.3 Project Description

Joshua Tree Solar Farm, LLC proposes to construct, own, and operate a 20 megawatt (MW) solar photovoltaic (PV) generating facility ("the project") located on approximately 115 acres of previously developed land.

The site is a recently deactivated private airport, chosen to help fulfill project objectives of strong solar resource, proximity to the utility distribution grid, ecological stewardship and overall project viability. The project site has gone through significant development, so the entire 115 acre site can be classified as "previously disturbed" and "previously developed." The existing paved surfaces will remain in place and the existing building structures will be demolished or repurposed. The solar arrays and ancillary equipment will occupy the majority of the site.

The site is very well suited for the planned use conversion, and although significant deconstruction must take place in the built-up section of the property, the preclusion of intensive grading and site work makes the site very attractive in terms of viability and environmental impact.

The general site location is shown in Figure 1. The proposed site plan is shown in Figure 2. A regional drainage map for the project is attached at the end of this document.

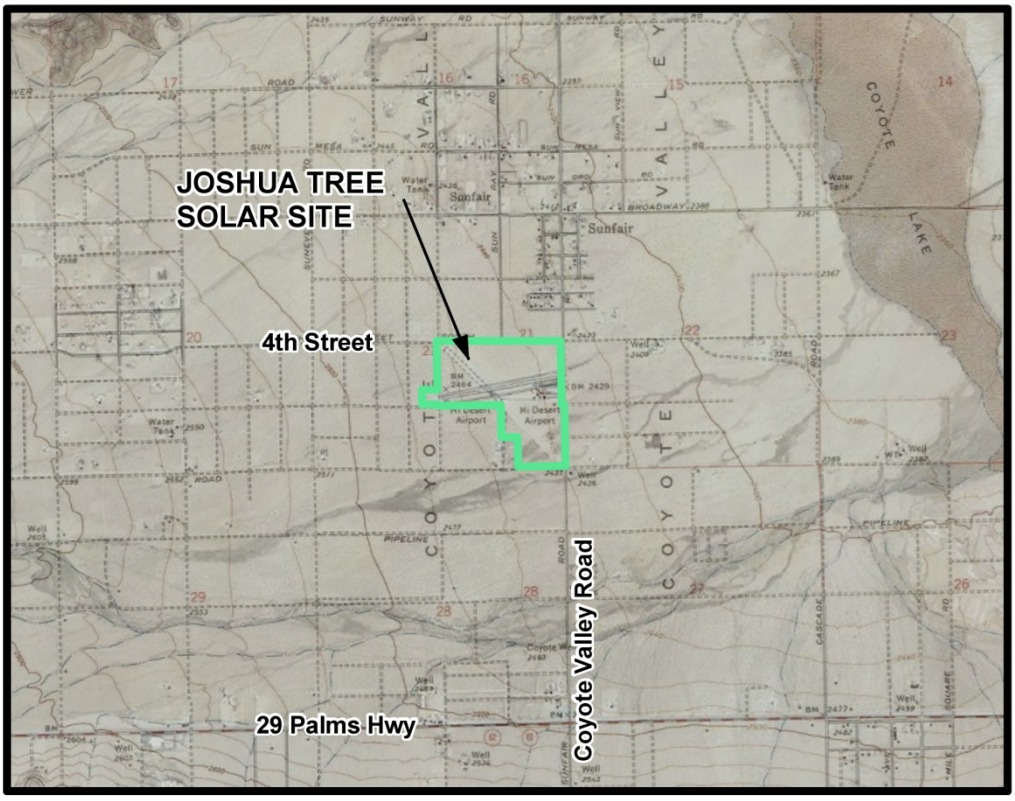

Figure 1 – Vicinity Map

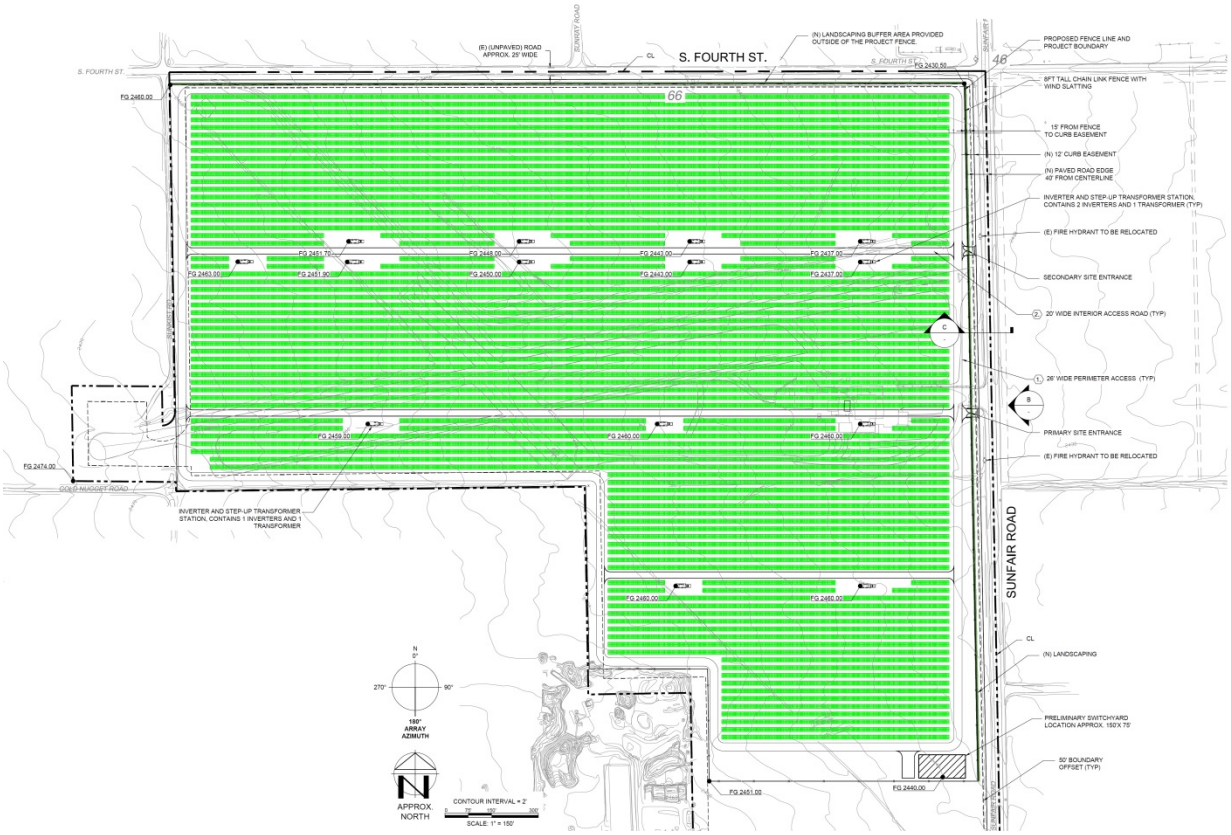

Figure 2 – Site Plan

1.4 Site Description

The Joshua Tree solar site is located in the southeastern Mojave desert, within the Southern Mojave watershed in the Colorado River basin. The current composition of the existing land is best described as vacant land of dirt and sand with a sparse vegetative community consisting of native grasses and shrubs. The site is north of Coyote Wash, a regional drainage which collects flow from a large watershed and terminates at Coyote Dry Lake east of the site. Through floodplain modeling we have determined that a portion of the stormwater flow from Coyote Wash reaches the site. Therefore, the site watershed is the area tributary to the Coyote Wash and upstream Yucca Creek. The Yucca Creek drainage area encompasses 174 square miles, as described in the FEMA Flood Insurance Study 06071CV001A (FIS) for San Bernardino County. The watershed extends west from Coyote Lake across the majority of the town of Yucca Valley, and south into the mountains between Yucca Valley and Palm Springs.

Section 2
Pollutants of Concern

Not Required for Non-Category Projects

SECTION 3
BEST MANAGEMENT PRACTICE SELECTION PROCESS

3.1 SITE DESIGN BMPS

1. Minimize Stormwater Runoff, Minimize Project's Impervious Footprint, and Conserve Natural Areas

Maximize the permeable area. This can be achieved in various ways, including but not limited to, increasing building density (number of stories above or below ground) and developing land use regulations seeking to limit impervious surfaces.

Yes	No	

The project site has gone through significant development, so the entire 115 acre site can be classified as "previously disturbed" and "previously developed." Where possible and feasible, existing structures will be reused or recycled. All concrete structures (hangar aprons, foundations, and slabs) will be demolished and removed. All paved areas will be left in place.

Construction of new impervious surfaces will be minimal, and in some cases existing impervious surfaces are to be removed. The only permanent concrete slab foundations will be for the switchgear; all other foundation elements will be driven steel piers. While the solar panels are impervious, the panels are separated and elevated from the ground surface. Any precipitation that falls onto a solar panel will run off on the soil and either infiltrate or run off the site as it has done historically.

Runoff from developed areas may be reduced by using alternative materials or surfaces with a lower Coefficient of Runoff, or "C-Factor".

Yes	No	

Proposed roads are not paved and will allow for infiltration.

Conserve natural areas. This can be achieved by concentrating or clustering development on the least environmentally sensitive portions of a site while leaving the remaining land in a natural, undisturbed condition.

Yes	No	

Site grading will be solely for storm water control. The previous development significantly reduces the need for site leveling, cut and fill, and other invasive site modifications. For the vast majority of the array area, no site grading will be employed.

Construct walkways, trails, patios, overflow parking lots, alleys, driveways, low-traffic streets, and other low-traffic areas with open-jointed paving materials or permeable surfaces, such as pervious concrete, porous asphalt, unit pavers, and granular materials.		
Yes	No	
Proposed roads are not paved and will allow for infiltration.		
Construct streets, sidewalks, and parking lot aisles to the minimum widths necessary, provided that public safety and a pedestrian friendly environment are not compromised[1]. Incorporate landscaped buffer areas between sidewalks and streets.		
Yes	No	
Road widths will be the minimum required for fire department access and site maintenance access. There are no sidewalks proposed for the site.		
Reduce widths of street where off-street parking is available[2].		
Yes	***No***	
Not applicable to this project. The project does not include public streets or parking.		
Maximize canopy interception and water conservation by preserving existing native trees and shrubs, and planting additional native or drought tolerant trees and large shrubs.		
Yes	**No**	
Not applicable to this project. Existing vegetation is sparse, and additional planting is not planned.		

[1] Sidewalk widths must still comply with Americans with Disabilities Act regulations and other life safety requirements.

[2] However, street widths must still comply with life safety requirements for fire and emergency vehicle access.

Minimize the use of impervious surfaces, such as decorative concrete, in the landscape design.		
Yes	***No***	
Not applicable to this project. The project does not include landscaping.		
Use natural drainage systems.		
Yes	No	
The intent of site design is for stormwater run-on and run-off to sheet flow across the ground surface of the site as it has done historically. No stormwater infrastructure is proposed.		
Where soils conditions are suitable, use perforated pipe or gravel filtration pits for low flow infiltration[3].		
Yes	***No***	
Stormwater flow will have opportunity for infiltration as it sheet flows across the site.		
Construct onsite ponding areas, rain gardens, or retention facilities to increase opportunities for infiltration, while being cognizant of the need to prevent the development of vector breeding areas.		
Yes	***No***	
Stormwater run-on will be distributed to a sheet flow condition, which will decrease flow velocity and increase potential for infiltration. Existing site soil will remain (no import of non-native soil).		

[3]However, projects must still comply with hillside grading ordinances that limit or restrict infiltration of runoff. Infiltration areas may be subject to regulation as Class V injection wells and may require a report to the USEPA. Consult the Agency for more information on use of this type of facility.

2. Minimize Directly Connected Impervious Areas

Where landscaping is proposed, drain rooftops into adjacent landscaping prior to discharging to the storm drain.

Yes	**No**	

Not applicable to this project. No rooftops or landscaping proposed.

Where landscaping is proposed, drain impervious sidewalks, walkways, trails, and patios into adjacent landscaping.

Yes	No	

All impervious surfaces will be independent, and will drain to existing site soil. The panels are separated and elevated from the ground surface.

Increase the use of vegetated drainage swales in lieu of underground piping or imperviously lined swales.

Yes	No	

No underground piping or impervious swales proposed.

Use one or more of the following:

Yes	No	Design Feature
	X	Rural swale system: street sheet flows to vegetated swale or gravel shoulder, curbs at street corners, culverts under driveways and street crossings
	X	Urban curb/swale system; street slopes to curb; periodic swale inlets drain to vegetated swale/biofilter.
	X	Dual drainage system: First flush captured in street catch basins and discharged to adjacent vegetated swale or gravel shoulder, high flows connect directly to municipal storm drain systems.
X		Other comparable design concepts that are equally effective.

All impervious surfaces will be independent (disconnected), and will drain to pervious ground surface (existing site soil).

Use one or more of the following features for design of driveways and private residential parking areas:		
Yes	No	Design Feature
	X	▪ Design driveways with shared access, flared (single lane at street) or wheel strips (paving only under tires); or, drain into landscaping prior to discharging to the municipal storm drain system.
	X	▪ Uncovered temporary or guest parking on private residential lots may be paved with a permeable surface; or designed to drain into landscaping prior to discharging to the municipal storm drain system.
	X	▪ Other comparable design concepts that are equally effective.
Not applicable, no proposed driveways or residential parking.		

Use one or more of the following design concepts for the design of parking areas:		
Yes	**No**	Design Feature
	X	Where landscaping is proposed in parking areas, incorporate landscape areas into the drainage design.
	X	Overflow parking (parking stalls provided in excess of the Agency's minimum parking requirements) may be constructed with permeable paving.
X		Other comparable design concepts that are equally effective.
Proposed parking area is unpaved and will allow for infiltration.		

3.2 SOURCE CONTROL BMPS

Complete the following selection table for Source Control BMPs, by checking boxes that are applicable. All listed BMPs shall be implemented for the project. Where a required Source Control BMP is not applicable to the project due to project characteristics, justification and/or alternative practices for preventing pollutants must be provided. In addition to completing the following tables, provide detailed descriptions on the implementation of planned Source Control BMP

Project Category	Source Control BMPs																								
	Education of Property Owners	*Activity Restrictions*	*Spill Contingency Plan*	*Employee Training/Education Program*	*Street Sweeping Private Street and Parking Lots*	*Common Areas Catch Basin Inspection*	*Landscape Planning (SD-10)*	*Hillside Landscaping*	*Roof Runoff Controls (SD-11)*	*Efficient Irrigation (SD-12)*	*Protect Slopes and Channels*	*Storm Drain Signage (SD-13)*	*Inlet Trash Racks*	*Energy Dissipaters*	*Trash Storage Areas (SD-32) and Litter Control*	*Fueling Areas (SD-30)*	*Air/Water Supply Area Drainage*	*Maintenance Bays and Docks (SD-31)*	*Vehicle Washing Areas (SD-33)*	*Outdoor Material Storage Areas (SD-34)*	*Outdoor Work Areas (SD-35)*	*Outdoor Processing Areas (SD-36)*	*Wash Water Controls for Food Preparation Areas*	*Pervious Pavement (SD-20)*	*Alternative Building Materials (SD-21)*
Significant Re-development																									
Home subdivisions of 10 or more units																									
Commercial/ Industrial Development >100,000 ft^2																									
Automotive Repair Shop																									
Restaurants																									
Hillside Development >10,000 ft^2																									
Development of impervious surface >2,500 ft^2																									
Parking Lots >5,000 ft^2 of exposed storm water																									

* Provide justification of each Source Control BMP that will not be incorporated in the project WQMP, or explanation of proposed equally effective alternatives in the following table.

Justification for Source Control BMPs not incorporated into the project WQMP			
Source Control BMP	Used in Project (yes/no)?	Justification/Alternative*	Implementation Description
Education of Property Owners	Yes		Description of BMPS to be included in SWPPP.
Activity Restrictions	No	No CCRs proposed.	
Spill Contingency Plan	Yes		To be developed in SWPPP
Employee Training/Education Program	Yes		To be developed in SWPPP
Street Sweeping Private Street and Parking Lots	No	No paved surfaces proposed.	
Common Areas Catch Basin Inspection	No	No catch basins proposed	
Landscape Planning (SD-10)	Yes		Stormwater to sheet flow across pervious ground surface (existing site soil)
Hillside Landscaping	No	Not applicable to project.	
Roof Runoff Controls (SD-11)	No	Not applicable to project.	
Efficient Irrigation (SD-12)	No	No irrigation proposed.	
Protect Slopes and Channels	Yes		Permanent erosion control measures to be developed during final design.
Storm Drain Signage (SD-13)	No	No storm drains proposed	
Inlet Trash Racks	No	No inlets proposed	
Energy Dissipaters	No	Not applicable to project	
Trash Storage Areas (SD-32) and Litter Control	No	Not applicable to project	
Fueling Areas (SD-30)	No	Not applicable to project	
Air/Water Supply Area Drainage	No	Not applicable to project	
Maintenance Bays and Docks (SD-31)	No	Not applicable to project	
Vehicle Washing Areas (SD-33)	No	Not applicable to project	
Outdoor Material Storage Areas (SD-34)	No	Not applicable to project	
Outdoor Work Areas (SD-35)	No	Not applicable to project	
Outdoor Processing Areas (SD-36)	No	Not applicable to project	
Wash Water Controls for Food Preparation Areas	No	Not applicable to project	
Pervious Pavement (SD-20)	No	Not applicable to project	
Alternative Building Materials (SD-21)	No	Not applicable to project	
*Attach additional sheets if necessary for justification.			

NOTE: titles in parentheses (ex: SD-10) refer to CASQ BMP Handbook

4.1 TREATMENT CONTROL BMPS

Not required for Non-Category projects

4.2 TREATMENT CONTROL BMP DESIGN CRITERIA

Not required for Non-Category projects

Section 5
Operation and Maintenance

5.1 Operations and Maintenance

Operation and maintenance (O&M) requirements for all Source Control, Site Design, and Treatment Control BMPs shall be identified within the WQMP. The WQMP shall include the following:

5.1.1 O&M DESCRIPTION AND SCHEDULE

- A detailed BMP operations and maintenance plan will be completed during final site design and prior to construction. This plan will:
  - Provide a thorough description of O&M activities (including the O&M process, and the handling and placement of any wastes).
  - Include BMP start-up dates.
  - Provide a schedule of the frequency of O&M for each BMP.

5.1.2 INSPECTION & MONITORING REQUIREMENTS

- A detailed BMP inspection and monitoring schedule will be completed during final site design and prior to construction. This schedule will:
  - Provide thorough descriptions of water quality monitoring (if locally required).
  - Provide self-inspections and record keeping requirements for BMPs (review local specific requirements regarding self-inspections and/or annual reporting), including identification of responsible parties for inspection and record keeping.

5.1.3 IDENTIFICATION OF RESPONSIBLE PARTIES

- A list of responsible parties will be compiled during final site design and prior to construction. The list will include:
  - The party or parties that will be responsible for each BMP O&M.
  - For each responsible party, the party's name, address, contact name and telephone number will be provided.

SECTION 6
FUNDING

6.1 Funding

The Permit requires that for all Treatment Control BMPs, a funding source or sources for operation and maintenance of each BMP be identified within the WQMP.

- Funding sources for BMP O&M for this project will be determined during final design and prior to construction. For each funding source, the responsible party's name, address, contact name and telephone number will be provided.

SECTION 7
WQMP Certification

7.1 Certification

- The applicant is required to sign and certify that the WQMP is in conformance with State Water Resources Control Board, General Construction Permit No. 2009-0009-DWQ.

- The applicant is required to sign and date the following statement 'word-for-word' certifying that the provisions of the WQMP have been accepted by the applicant and that the applicant will have the plan transferred to future successors (transferability statement). The certification must be signed by the property owner, unless a written designation by the owner allows a designee to sign on the owner's behalf.

"This Water Quality Management Plan has been prepared for Joshua Tree Solar Farm, LLC by Wallace Group. It is intended to comply with the County of San Bernardino requirements for Tract/Parcel Map No. _____, Condition Number(s) _____ requiring the preparation of a Water Quality Management Plan (WQMP). The undersigned is aware that Best Management Practices (BMPs) are enforceable pursuant to the County's Water Quality Ordinance No. 3587. The undersigned, while it owns the subject property, is responsible for the implementation of the provisions of this plan and will ensure that this plan is amended as appropriate to reflect up-to-date conditions on the site consistent with General Construction Permit and the intent of the water quality regulations applicable to San Bernardino County areas within the Colorado River Basin region. Once the undersigned transfers its interest in the property, its successors in interest and the city/county shall be notified of the transfer. The new owner will be informed of its responsibility under this WQMP. A copy of the current approved WQMP shall be available on the subject site in perpetuity.

"I certify under a penalty of law that the provisions (implementation, operation, maintenance, and funding) of the WQMP have been accepted and that the plan will be transferred to future successors."

_____ _____
Applicant's Signature Date

_____ _____
Applicant's Name Applicant's Telephone Number

Attachment A-1

Maintenance Mechanisms

A-1.1 The Agency shall not accept stormwater structural BMPs as meeting the WQMP requirements standard, unless an O&M Plan is prepared (see WQMP Section 2.6) and a mechanism is in place that will ensure ongoing long-term maintenance of all structural and non-structural BMPs. This mechanism can be provided by the Agency or by the project proponent. As part of project review, if a project proponent is required to include interim or permanent structural and non-structural BMPs in project plans, and if the Agency does not provide a mechanism for BMP maintenance, the Agency shall require that the applicant provide verification of maintenance requirements through such means as may be appropriate, at the discretion of the Agency, including, but not limited to covenants, legal agreements, maintenance agreements, conditional use permits and/or funding arrangements (OC 2003)

A-1.2 Maintenance Mechanisms

1. **Public entity maintenance**: The Agency may approve a public or acceptable quasi-public entity (e.g., the County Flood Control District, or annex to an existing assessment district, an existing utility district, a state or federal resource agency, or a conservation conservancy) to assume responsibility for operation, maintenance, repair and replacement of the BMP. Unless otherwise acceptable to individual Agencies, public entity maintenance agreements shall ensure estimated costs are front-funded or reliably guaranteed, (e.g., through a trust fund, assessment district fees, bond, letter of credit or similar means). In addition, the Permittees may seek protection from liability by appropriate releases and indemnities.

   The Agency shall have the authority to approve stormwater BMPs proposed for transfer to any other public entity within its jurisdiction before installation. The Permittee shall be involved in the negotiation of maintenance requirements with any other public entities accepting maintenance responsibilities within their respective jurisdictions; and in negotiations with the resource agencies responsible for issuing permits for the construction and/or maintenance of the facilities. The Agency must be identified as a third party beneficiary empowered to enforce any such maintenance agreement within their respective jurisdictions.

2. **Project proponent agreement to maintain stormwater BMPs:** The Agency may enter into a contract with the project proponent obliging the project proponent to maintain, repair and replace the stormwater BMP as necessary into perpetuity. Security or a funding mechanism with a “no sunset” clause may be required.

3. **Assessment districts:** The Agency may approve an Assessment District or other funding mechanism created by the project proponent to provide funds for stormwater

BMP maintenance, repair and replacement on an ongoing basis. Any agreement with such a District shall be subject to the Public Entity Maintenance Provisions above.

4. **Lease provisions:** In those cases where the Agency holds title to the land in question, and the land is being leased to another party for private or public use, the Agency may assure stormwater BMP maintenance, repair and replacement through conditions in the lease.

5. **Conditional use permits:** For discretionary projects only, the Agency may assure maintenance of stormwater BMPs through the inclusion of maintenance conditions in the conditional use permit. Security may be required.

6. **Alternative mechanisms:** The Agency may accept alternative maintenance mechanisms if such mechanisms are as protective as those listed above.

Attachment A-2

INSTRUCTIONS FOR COMPLETING THE
WATER QUALITY MANAGEMENT PLAN (WQMP)
TRANSFER, ACCESS, AND MAINTENANCE AGREEMENT

1. In order for your project to receive approval, you will need to prepare a Water Quality Management Plan (WQMP) Transfer, Access and Maintenance Agreement (sample provided). This agreement should follow the format provided, and include the following information and attachments:

   - Completion of the document including signature(s)
   - Wet seal notarizing the document
   - Exhibit "B" an 8.5" x 11" or 8.5" x 14" detail BMP site map of the project illustrate the BMP features and maintenance/access points. Include cross section and detail of the onsite BMP's

2. A draft of the agreement should be submitted for review to:

   Department of Public Works
   Environmental Management Division
   825 E. Third Street, Room 201
   San Bernardino, CA 92415-0835
   Phone: (909) 387-8109

3. Staff at the Environmental Management Division will review the draft Agreement to make sure it is complete, and will request any necessary changes.

4. When the draft has been cleared, the property owner must sign the Agreement and have his/her signature notarized.

5. The Agreement will then be returned to the Environmental Management Division, who will obtain the notarized signature of the Director of Public Works (this may take up to a week, depending on the Director's schedule and availability of the Notary). When ready, the Agreement can be mailed or picked-up in person.

6. The fully executed Agreement must now be recorded at the San Bernardino County Recorder's Offices at:

   222 W. Hospitality Lane (behind the Souplantation restaurant)
   San Bernardino, CA 92415-0018
   Phone: (909) 387-8322

7. A photocopy of the final recorded Agreement should be returned to the Environmental Management Division. You will need to show the recorded agreement to the Land Development Division of the Department of Public Works in order to receive their sign-off on your project.

ECORDING REQUESTED BY:

COUNTY OF SAN BERNARDINO

AND WHEN RECORDED MAIL TO:

County of San Bernardino
Public Works Department
825 E. Third Street
San Bernardino, CA 92415

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional Recording Fees Apply)

Water Quality Management Plan and Stormwater Best Management Practices Transfer, Access and Maintenance Agreement

OWNER NAME: _____

PROPERTY ADDRESS: _____

_____

APN: _____

THIS AGREEMENT is made and entered into in

_____ ,California, this _____ day of

_____ , by and between

_____ , herein after

referred to as Owner and the COUNTY OF SAN BERNARDINO, a municipal corporation, located in the County of San Bernardino, State of California hereinafter referred to as County;

WHEREAS, the Owner owns real property ("Property") in the County of San Bernardino,, State of California, more specifically described in Exhibit "A" and depicted in Exhibit "B", each of which exhibits is attached hereto and incorporated herein by this reference;

WHEREAS, at the time of initial approval of development project known as

_____ within the Property described herein, the County required the project to employ Best Management Practices, hereinafter referred to as "BMPs," to minimize pollutants in urban runoff;

WHEREAS, the Owner has chosen to install and/or implement BMPs as described in the Water Quality Management Plan, on file with the County, hereinafter referred to as "WQMP", to minimize pollutants in urban runoff and to minimize other adverse impacts of urban runoff;

WHEREAS, said WQMP has been certified by the Owner and reviewed and approved by the County;

WHEREAS, the Owner is aware that periodic and continuous maintenance, including, but not necessarily limited to, filter material replacement and sediment removal, is required to assure peak performance of all BMPs in the WQMP and that, furthermore, 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;

NOW THEREFORE, it is mutually stipulated and agreed as follows:

1. All maintenance or replacement of BMPs proposed as part of the WQMP are the sole responsibility of the Owner in accordance with the terms of this Agreement.

2. Owner hereby provides the County of San Bernardino's designee complete access, of any duration, to the BMPs and their immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by the 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 in paragraph 3 below. The County shall make every effort at all times to minimize or avoid interference with Owner's use of the Property. Denial of access to any premises or facility that contains WQMP features is a violation of the County Stormwater Ordinance, County Code 3587. If there is reasonable cause to believe that an illicit discharge or breach of the WQMP operation and maintenance commitments is occurring on the premises then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction in addition to other enforcement actions.

3. Owner shall use its best efforts diligently to maintain all BMPs in a manner assuring peak performance at all times. All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of any material(s) from the BMPs and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by the County, the Owner shall provide the County with documentation identifying the material(s) removed, the quantity, and disposal destination.

4. In the event Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Agreement, within five (5) days of being given written notice by the County , the County is hereby authorized to cause any maintenance necessary to be done and charge the entire cost and expense against the property and/or to the Owner or Owner's successors or assigns, including administrative costs, attorneys fees and interest thereon at the maximum rate authorized by the County Code from the date of the notice of expense until paid in full.

5. The County may require the owner to post security in form and for a time period satisfactory to the County to guarantee the performance of the obligations stated herein. Should the Owner fail to perform the obligations under the Agreement, the County may, in the case of a cash bond, act for the Owner using the proceeds from it, or in the case of a surety bond, require the sureties to perform the obligations of the Agreement. As an additional remedy, the Public Works Director may withdraw any previous stormwater-related approval with respect to the property on which BMPs have been installed and/or implemented until such time as Owner repays to County its reasonable costs incurred in accordance with paragraph 3 above.

6. This agreement shall be recorded in the Office of the Recorder of San Bernardino County, California, at the expense of the Owner and shall constitute notice to all successors and assigns of the title to said Property of the obligation herein set forth, and also a lien in such amount as will fully reimburse the County, including interest as herein above set forth, subject to foreclosure in event of default in payment.

7. In event of legal action occasioned by any default or action of the Owner, or its successors or assigns, then the Owner and its successors or assigns agree(s) to hold the County

harmless and pay all costs incurred by the County in enforcing the terms of this Agreement, including reasonable attorney's fees and costs, and that the same shall become a part of the lien against said Property.

8. It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with said Property and constitute a lien there against.

9. The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or part of the Property about the existence of this Agreement. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property. Owner shall provide a copy of such notice to the County at the same time such notice is provided to the successor.

10. Time is of the essence in the performance of this Agreement.

11. Any notice to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

12. The Owner its successors and assigns, hereby agrees to save and hold harmless the County, any of its departments, agencies, officers or employees, all of whom while working within their respective authority, from all cost, injury and damage incurred by any of the above, and from any other injury or damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any provision of this agreement by the Owner, its agents, or any of its independent contractors.

IF TO COUNTY : **IF TO OWNER:**

_____ _____

_____ _____

_____ _____

_____ _____

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

OWNER:

_____
Name

_____

Title

OWNER:

_____
Name

_____
Title

NOTARIES ON FOLLOWING PAGE

A notary acknowledgement is required for recordation (attach appropriate acknowledgement).

ACCEPTED BY:

_____
Public Works Director

Date: _____

Attachment: Standard Notary Acknowledgement

EXHIBIT A
(Legal Description)

To be prepared for Final WQMP.

EXHIBIT B
(Map/illustration)