

RECORDING REQUESTED BY
City of Pacific Grove

WHEN RECORDED MAIL TO:
City of Pacific Grove
Community Development Department
300 FOREST AVENUE
PACIFIC GROVE, CA 93950

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CITY OF PACIFIC GROVE
RAINSCAPES REBATE & MAINTENANCE AGREEMENT**

This Agreement is made between the City of Pacific Grove (City) and _____
_____ (Property Owner), this ____ day of _____, 20__.

The purpose of the RainScapes Rebate & Maintenance Program is to promote and implement projects within the City to help retain storm water runoff on-site and improve water quality on individual properties within City's Area of Special Biological Significance watershed. Funding for this project has been provided in part through an agreement with the State Water Resources Control Board (SWRCB).

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. The City of Pacific Grove agrees to provide a one-time rebate to Property Owner for a portion of the cost of the project in accordance with: (a) the terms and conditions of this Agreement and (b) the Design Guidelines Rebate Form for each Low Impact Development (LID) Technique intended to be installed on the property located at: _____, Pacific Grove, CA 93950 (Property).
2. Property Owner has completed an application for the RainScapes Rebate & Maintenance Program, which is incorporated herein by this reference.
3. Property Owner affirms it is the owner of record of the Property, and has full authority to install and maintain the LID Techniques on the Property.

4. City hereby agrees to reimburse the Property Owner the actual cost to construct and/or purchase, and install the project. This amount not to exceed \$999.
5. Property Owner agrees to follow all laws in the construction of this project and obtain any permits required by the federal, state, or local governments which may have been required for the Project.
6. Property Owner agree to allow photographs of the project to be taken and published on brochures, articles, other printed materials and website without compensation to the Property owner.
7. **Property Owner agrees to allow the City or the SWRCB to enter the Property to observe the completed project.** Access permission for inspections is valid for twenty (20) years after project completion with prior notice of at least two (2) days by the City or a representative from the State Water Resources Control Board. Access will primarily be during the rainy season and particularly during rain events. Access will be kept to the minimum in order to assure BMPs are in place and operational. Granting access permission does not constitute a permanent easement or any other encumbrance on title. **In the event that the Landowner or successor not listed in this Agreement unreasonably denies access, the Landowner will refund the City the full rebate amount _____**
____ (Please Initial)
8. Property Owner agree to properly use and maintain the completed project for its intended purpose and for its useful life (i.e. at least 20 years from the completion of construction), and maintain the project.
9. By signing this document, Property Owner holds the City of Pacific Grove, the State Water Resources Control Board, and their officers, officials, agents, and employees harmless and shall defend and indemnify them from any and all liability, claims, losses, damages, or expenses for personal injury or property damage arising from the installation and use, or inspection of the project(s) that are the subject of this Agreement.

10. In the event the Property Owner or successor in interest revokes access to the Property, or if the LID Technique is no longer in place or operating, the City or the SWRCB shall be refunded the full rebate amount provided herein
11. Property Owner: PERMIT / DO NOT PERMIT the City of Pacific Grove to showcase the project installed on the Property as part of a neighborhood tour. The City will provide notice of at least five (5) business days before undertaking any project tour. A City employee will be present at all times during the tours. Tour participants will be required to execute a waiver releasing the property owner from any liability for damages or injuries resulting from the tours.
12. This Agreement shall be recorded at the Monterey County Recorder's Office. Property Owner shall be responsible for recording costs.
13. Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, unenforceable, or contrary to public policy, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
14. Waiver. A Party's failure to insist on the strict performance of any provision of this Agreement or to exercise any right, power, or remedy upon a breach of this Agreement shall not constitute a waiver of any provision of this Agreement. Neither shall such action or inaction limit the Party's right to later enforce any provision or exercise any right to the fullest extent allowed under this Agreement. A waiver of any covenant, term or condition contained in this Agreement shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent, authorization or approval by a Party of any act shall not be deemed to waive or render unnecessary the consent, authorization or approval of any subsequent similar act. Any waiver of any terms or conditions must be in writing and signed by the Parties.
15. Amendment. This Agreement shall be amended or modified only by an instrument in writing duly approved and signed by each Party hereto.

16. Entire Agreement. This document represents the entire Agreement between the Parties, and supersedes any prior written or oral negotiations and representations between the Parties.

17. Date of Execution. The effective date of this instrument is upon this Agreement being duly executed, dated, and signed by the Parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year written below.

PROPERTY OWNER 1

Date: _____

Print name

Signature

CITY OF PACIFIC GROVE

Date: _____

Name and Title

Signature

PROPERTY OWNER 2

Date: _____

Print name

Signature

RainScapes Program Terms & Conditions

- Rebates are available starting November 17, 2014. Rebates are not retroactive.
- Projects must be completed no later than December 31, 2015.
- Funds for the RainScapes Rebate Program are limited. They will be awarded on a first come, first serve basis. The rebate amount may be applied to multiple LID Techniques at a limit of \$999.00 per property. Refer to the Basis of Rebates chart at www.cityofpacificgrove.org/ navigate to Living/GreenPG/Terms&Conditions.
- Rebates are available for properties located in the ASBS watershed as defined in the Eligibility requirements: www.cityofpacificgrove.org/ navigate to Living/GreenPG/HowToApply
- Rebates are applicable for newly installed techniques.
- Rebates are not retroactive: rebates are not available for projects that have been partly or completely installed before RainScapes program staff approval.
- Rebates shall only be granted to the extent budgeted funds are available.
- Property Owner must allow the State Water Resources Control Board to access the property for the purpose of inspecting the LID Technique for 20 years from project completion.
- Property Owner must use and maintain the LID Technique for the intended purposes for 20 years from project construction. If LID Techniques is not in place when inspected, the full rebate must be refunded to the State Water Resources Control Board.
- Property Owner must submit a completed RainScapes Rebate Application Package (Rebate & Maintenance Agreement, and Design Guideline Rebate Form) to be eligible for a rebate. For more detailed information and rebate requirements refer to the Step By Step Procedure at www.cityofpacificgrove.org/ navigate to Living/GreenPG/HowToApply.
- A Rebate & Maintenance Agreement, found in the Rebate Terms & Conditions Application Form, must be submitted with the application, and must be signed and filed with the RainScapes program before any rebate funds are issued.
- Property Owners are responsible for checking location of above and underground utilities before installation of a RainScapes LID Technique to ensure there will be no conflicts with the project. Contact, "Call Before You Dig!" 811 hotline or check their website at : <http://www.pge.com/en/safety/diggingyard/callbeforeyoudig/index.page>
- Property Owners are responsible for obtaining any necessary permits from the Building Department. For permit questions, please visit the Pacific Grove Community Development Department, 2nd Floor in City Hall, 300 Forest Avenue.
- The Design Guidelines for each LID Technique will explain the rebate application procedure in more detail.
- All decisions are final and are at the sole discretion of the City of Pacific Grove.