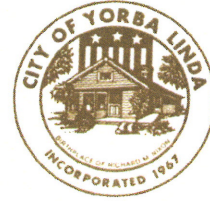


CITY OF YORBA LINDA

Attn: City Clerk

4845 Casa Loma Avenue, P.O. Box 87014

Yorba Linda, CA 92885



**WATER QUALITY MANAGEMENT PLAN AND STORMWATER BMP
MAINTENANCE AND RIGHT OF ENTRY AGREEMENT**

THIS WATER QUALITY MANAGEMENT PLAN AND STORMWATER BMP MAINTENANCE AND RIGHT OF ENTRY AGREEMENT ("Agreement") is made and entered into in the City of Yorba Linda, California, this _____ day of _____, 2023 by and between The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, hereinafter referred to as "Owner" and the City of Yorba Linda ("City"), a municipal corporation. This Agreement applies to property located at 17130 Bastanchury Road, Yorba Linda, California, APN No. 334-212-04 in the County of Orange, State of California. The Agreement is subject to the following recitals:

RECITALS

WHEREAS, the Owner owns real property ("Property") in the City of Yorba Linda, County of Orange, 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 Owner's development project known as the Yorba Linda California Temple on the Property, the City 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 City, hereinafter referred to as "WQMP", to minimize pollutants in urban runoff and to minimize other adverse impacts of urban runoff;

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

WHEREAS, the BMPs, with installation and/or implementation on private property and draining only private property, are part of a private facility with all maintenance or replacement, therefore, the sole responsibility of the Owner in accordance with the terms of this Agreement;

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. Responsibility for Operation and Maintenance of BMPs: Owner shall diligently 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 City, the Owner shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination.
2. Right of Access: Owner hereby provides the City or City'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 City's Director of Public Works ("Director"), no advance notice, for the purpose of inspection, sampling, testing of the BMPs, and in case of emergency, to undertake, in the City's sole discretion, necessary repairs or other preventative measures at Owner's expense as provided in Paragraph 3 below. City shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.
3. City Maintenance at Owner's Expense: 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 City, the City is hereby authorized to cause any maintenance necessary to be done and charge the entire cost and expense to the Owner or Owner's successors or assigns, including administrative costs, attorneys fees and interest thereon at the maximum rate authorized by the Civil Code from the date of the notice of expense until paid in full. The City, at its sole election, may make these costs to be a lien upon the property that may be collected at the same time and in the same manner as ordinary municipal taxes as provided in Government Code section 38773.5. Nothing in this section or this Agreement creates an obligation by the City to maintain or repair any BMP, nor does this section prohibit the City from pursuing other legal recourse against Owner.
4. Recording: This Agreement shall be recorded in the Office of the Recorder of Orange 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 City, including interest as herein above set forth, subject to foreclosure in event of default in payment.

5. Attorney's Fees: In event of legal action occasioned by any default or action of the Owner, or its successors or assigns, the Owner and its successors or assigns agree(s) to pay all costs incurred by the City in successfully 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.
6. Covenant: 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.
7. Binding on Successors: 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 City at the same time such notice is provided to the successor.
8. Indemnity and Insurance: The Owner, its heirs, successors, executors, administrators and assigns agree to defend, indemnify and holds harmless the City, its officials, employees and its authorized agents from any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City and which are in any way connected with the construction, operation, presence, existence, or maintenance of the BMP by the Owner. The Owner shall maintain liability insurance specifically covering the BMPs in accordance with the following:
 - (a) Insured. The Church of Jesus Christ of Latter-day Saints. 50 East North Temple St., 10th Floor, Salt Lake City, UT 84150-0010
 - (b) Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. (Check [http://www.ambest.com/Ratings & Analysis](http://www.ambest.com/Ratings%20&%20Analysis).)

(c) Expiration Dates.

- (d) Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$2,000,000 per occurrence, and an aggregate that shall be two times the per occurrence limit (\$4,000,000.) Defense costs shall be paid in addition to the limits.

The policy or policies of insurance required for Commercial General Liability shall be endorsed to provide the following:

- (i) Additional Insured Endorsement: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement.
- (ii) Primary and Non-Contributory Insurance Endorsement: General Liability insurance coverage shall be primary. Policies shall contain or be endorsed to contain such provisions.

- (e) Certificate Holder. City of Yorba Linda, 4845 Casa Loma Avenue, Yorba Linda, CA 92885-8714.

9. Time of the Essence: Time is of the essence in the performance of this Agreement.
10. Notice: 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.

IF TO CITY:

IF TO OWNER:

Michael J Thomson, Director
Special Projects Department
50 East North Temple St., 10th Floor
Salt Lake City, UT 84150-0010
(801) 240-4238
thomsonmj@churchofjesuschrist.org

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, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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.

Signature _____

(Seal)

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~~ Utah)
County of SALT LAKE)

On December 5, 2022, before me, Lori Guerrero,
(insert name and title of the officer)

Notary Public, personally appeared Michael J. Thomson,
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.

Signature Lori Guerrero



EXHIBIT A
(LEGAL DESCRIPTION)

LEGAL DESCRIPTION

(LAWYERS TITLE COMPANY, PRELIMINARY REPORT ORDER NO. 619672484
DATED JUNE 4, 2021 AT 7:30 A.M)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF ORANGE,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCELS 1 AND 2 OF PARCEL MAP NO. 83-1082, IN THE CITY OF YORBA
LINDA, COUNTY OF ORANGE, STATE OF CALIFORNIA, FILED IN BOOK 205,
PAGES 37 AND 38, OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID
COUNTY.

APN: 334-212-04

EXHIBIT B
(MAP/ILLUSTRATION)

ON THE FOLLOWING PAGE

SHEET 2 OF 2 SHEETS

PARCEL MAP 83-1082
IN THE CITY OF YORBA LINDA, ORANGE COUNTY, CALIFORNIA

LAMAR H. STEWART
R.C.E. 29726

SCALE: 1" = 60'

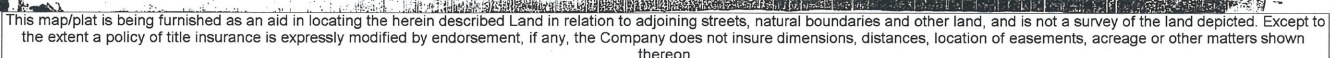
APRIL, 1984

BASIS OF BEARINGS:

BASIS OF BEARINGS:
The bearing of N.89° 31' 06" E, for the centerline of BASTANCHURY ROAD as shown on TRACT № 8916, M.M.421/1-3, records of Orange County was used as the basis of bearings shown hereon.

MONUMENT NOTES:

- MONUMENT NOTES:**
1. ● Indicates found monuments as noted.
 2. Set 1" I.P. at all Parcel corners down 6" unless otherwise noted.
 3. All monuments set are tagged "R.C.E. 29726"
 4. Ties to centerline monuments will be made and a copy of said ties furnished to the City Engineer's office.



6.374 ACRES
2 PARCELS

BLOCK: 6351
MODULE: 39

PARCEL MAP 83-1082

IN THE CITY OF YORBA LINDA, ORANGE COUNTY, CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 1 IN BLOCK 5 OF THE YORBA LINDA TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 5, PAGES 17 AND 18, INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA

LAMAR H. STEWART
RCE. 29726

APRIL, 1984

SHEET 1 OF 1

ACCEPTED AND FILED AT THE
REQUEST OF
First American Title
DATE Nov. 1, 1985
TIME 2:00 p.m. PER
INSTRUMENT # 85-423418
BOOK 205 PAGE 37 PM

LEE A. BRANCH
COUNTY CLERK-RECORDER
BY Int. [Signature]
DEPUTY

OWNERSHIP CERTIFICATE

We, the undersigned, being all parties having any record title interest in the land covered by this map, do hereby consent to the preparation and recordation of said map, as shown within the distinctive border line. We hereby dedicate to the public for street purposes: Eastanchury Road and Osmond Street. We also hereby dedicate to the City of Yorba Linda: (1) The easement for storm drain purposes as shown on said map. (2) The easement for equestrian trail purposes as shown on said map.

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah corporation sole

By: Fred A. Baker
Fred A. Baker, Authorized Agent

State of Utah) ss
County of Salt Lake) ss

On this 7 day of June, 1985 before me Barbara S. Blalock, a Notary Public in and for said County and State, personally appeared Fred A. Baker, personally known to or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as agent for and on behalf of the Corporation of The Presiding Bishop of The Church of Jesus Christ of Latter Day Saints, a Utah corporation sole, and acknowledged to me that such corporation executed the same.

My Commission expires:

5 Nov. 1988

Witness my Hand and Official Seal

Barbara S. Blalock
Notary Public in and for said State

ENGINEER'S CERTIFICATE

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinances at the request of The Church of Jesus Christ of Latter Day Saints on March 10, 1984. I hereby certify that all monuments are of the character and occupy the positions indicated, or that they will be set in such positions within ninety days after the acceptance of improvements; and that said monuments are sufficient to enable the survey to be retraced. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map, if any.

Lamar H. Stewart
RCE No. 29726

CITY ENGINEER'S CERTIFICATE

This map conforms with the requirements of the Subdivision Map Act and local ordinances and the map is technically correct in all respects not certified to by the County Surveyor.

Dated this 11 day of January, 1985.

Roy F. Stephenson
City Engineer of Yorba Linda

By: [Signature]
RCE No. 20394

CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA)

COUNTY OF ORANGE) ss.

I hereby certify that this map was presented for approval to the City Council of the City of Yorba Linda at a regular meeting thereof held on the 10 day of August, 1985, and that thereupon said council did, by an order duly passed and entered, approve said map and did accept on behalf of the public the dedication for street purposes of: Eastanchury Road and Osmond Street; and also did accept on behalf of City of Yorba Linda: The storm drain easement as dedicated; and the easement for equestrian trail purposes as dedicated; and did also approve subject map pursuant to the provisions of Section 66436 (c) (1) of the Subdivision Map Act.

Dated this 21 day of October, 1985.

Dianna M. Higdon
City Clerk of Yorba Linda

By: [Signature]

COUNTY SURVEYOR'S CERTIFICATE

This map conforms with the mapping provisions of the Subdivision Map Act and I am satisfied said map is technically correct relative to the parcel map boundary.

Dated this 29 day of October, 1985

C. R. Nelson
County Surveyor

By: [Signature]
Deputy

IMPROVEMENT CERTIFICATE

Pursuant to the provisions of Section 66411.1 of the Subdivision Map Act, notice is hereby given that the following improvements are required to be constructed prior to processing any subsequent development of this parcel:

1. Pavement and base
2. Curb and gutter
3. Sidewalk
4. Driveway approach
5. Street lights
6. Storm drain
7. Water facilities
8. Sewer facilities
9. Concrete rail fence
10. Concrete block wall

Pursuant to the provisions of Section 66436 (c) of the Subdivision Map Act, the following signatures have been omitted:

Western Oil Company, a corporation, holder of oil and mineral rights recorded in Book 1187, Page 337 of Official Records.

N.N. Newmark and others holder of an Easement for irrigation or drainage ditches, pipe lines or conduits recorded in Book 259, Page 196 of Deeds;

Yorba Linda Water Company, holder of an Easement for rights of way and other rights recorded in Book 203, Page 291 of Deeds;

Western Gulf Oil Company, holder of an Easement for pipe lines and appurtenances recorded in Book 4187, Page 337 of Official Records;

John Werten Development Corporation, a California Corporation, holder of an Easement for storm drain and incidental purposes recorded in Book 12365, Page 1161 of Official Records.