

Attachment B-1

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When Recorded, Return To:

Monterey County
Resource Management Agency - Planning
Attn: **Planner's Name**
168 West Alisal, 2nd Floor
Salinas, CA 93901
(831) 755-5025

Space above for Recorder's Use

**AGREEMENT TO
IMPLEMENT A CONDITION OF APPROVAL/MITIGATION MONITORING AND
REPORTING PLAN**

IN ACCORDANCE with Section 21081.6 of the California Public Resources Code, and Section 15097 of Title 14, Chapter 3 of the California Code of Regulations, this Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and **Property Owner(s) Name** (hereinafter called "OWNER"), upon the following facts and circumstances:

A. The County of Monterey routinely applies a variety of conditions to projects requiring discretionary approvals when such projects are approved by the appropriate authority with jurisdiction to consider such matters. Such conditions ("Conditions of Approval") include, but are not limited to, mitigation measures identified in a Mitigated Negative Declaration ("MND") or Environmental Impact Report ("EIR") prepared pursuant to the California Environmental Quality Act (Public Resources Code 21000 et seq., "CEQA"), and other conditions, both standard and unique, that are not mitigation measures.

B. OWNER is the owner of certain real property described in "Exhibit A", attached hereto and made a part hereof, hereinafter referred to as the subject property.

C. On **Hearing Date**, pursuant to County Resolution No. **Resolution Number***, subject to the conditions listed therein, the **Hearing Body** adopted a Mitigated Negative Declaration/certified an EIR approving a **Entitlement***, File No. **Permit Number***, and adopted a Condition of Approval/Mitigation Monitoring and Reporting Plan (hereinafter called the "the Plan"), The Plan is attached hereto as "Exhibit B" and incorporated herein by reference. Resolution No. **Resolution Number*** is on file in Resource Management Agency - Planning.

D. As required by the California Environmental Quality Act, the OWNER agrees to implement the Plan.

E. OWNER has reviewed the County of Monterey's Condition of Approval/Mitigation Monitoring and Reporting Plan.

NOW, THEREFORE, in consideration of the COUNTY'S above-referenced **adoption of a Mitigated Negative Declaration/certification of an EIR** and approval of a **Entitlement***, File No. **Permit Number***, OWNER agrees as follows:

1. Condition of Approval/Mitigation Monitoring and Reporting Plan. OWNER hereby agrees to implement the Plan attached hereto as "Exhibit B".
 - 1.01 Cost of Monitoring and/or Reporting. At OWNER's sole cost and expense, OWNER shall be responsible for the monitoring and/or reporting as may be required by the Plan.
 - 1.02 Alternative Mitigation Measure(s). If, for any reason, any mitigation measure specified in the Plan cannot be implemented due to factors beyond the control of the OWNER and/or COUNTY, the Director of the Planning Department may, after good faith negotiation with OWNER, recommend substitution of another mitigation measure at a noticed public hearing before the decision-making body which originally approved the Permit herein.
2. Binding Effect. This AGREEMENT shall be construed as a covenant running with the land and shall bind and benefit COUNTY, its successors and assigns, and OWNER and its successors in interest.
3. Failure To Implement Mitigation Measures/Conditions of Project Approval. The parties acknowledge that if OWNER fails to comply with any adopted Condition of Approval or Plan, planning staff shall immediately notify the OWNER in writing, and request to meet and confer over the alleged failure to comply. The applicant ~~OWNER~~ and appropriate County staff shall meet and confer within 30 days of the notice. If construction is on-going on a project for which the meet and confer process has been invoked, Planning Staff shall issue a "Stop Work Order" that shall be effective at least during the meet and confer process. If the alleged failure to comply is resolved during the meeting and confer process, any "Stop Work Order" may be lifted at such time as the remedial action is completed or the COUNTY indicates in writing that the failure to comply condition no longer exists. If the alleged failure to comply is not resolved pursuant to the meet and confer process, any "Stop Work Order" shall continue in effect, and the COUNTY shall issue a "Notice of Violation," other notice of County's intent to pursue a Code Enforcement action, and/or shall take other action designed to enforce the applicant's obligations pursuant to the Conditions of Approval or Plan. If construction is not on-going and the Director finds reasonable cause to believe a violation exists, the Director is authorized to take such measures as deemed necessary or expedient to enforce and secure compliance as authorized under Monterey County Code Titles 1, 19, 20, and 21, as applicable. The parties further acknowledge that the obligations of the OWNER under this AGREEMENT are unique and that, in the event of a breach of this AGREEMENT by OWNER, the remedy of damages or any other remedy may be inadequate to fulfill the purpose of this AGREEMENT. Therefore, the parties agree that in addition to any other remedies available to COUNTY, COUNTY shall be entitled to the remedy of specific performance and said equitable remedy shall be cumulative and not inclusive, and shall be in addition of any other remedy available to any of the other parties.
4. Severability. In the event any provision of this AGREEMENT is found to be invalid or unenforceable, such determination shall not affect the validity and enforceability of any other provision of this AGREEMENT.

5. Interpretation. It is agreed by the parties that this AGREEMENT has been arrived at through negotiation and neither party is to be deemed the party which prepared this AGREEMENT for the purposes of California Civil Code Section 1654.
6. Amendments. This AGREEMENT may be amended only by a written document signed by the parties.
7. Recordation. Upon execution of this AGREEMENT, the parties shall cause recordation thereof with the Monterey County Recorder's Office.
8. Mitigation Monitoring Fee. Upon execution of this AGREEMENT, the OWNER shall pay a mitigation monitoring fee of \$XXXX.XX for projects having XX to XX mitigation measures, pursuant to the Board of Supervisors' adopted fee schedule.
9. Legal Fees. If suit is commenced on this AGREEMENT, the prevailing party shall be entitled to reasonable attorney, accountant and professional fees and costs incurred.

IN WITNESS WHEREOF, the party(ies) hereto have executed this Agreement on the day and year set out opposite his/her/their respective signature(s).

Owner(s):

Dated: _____

By: _____
(Signature)

(Print or Type Name and Title)

By: _____
(Signature)

(Print or Type Name and Title)

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