

**COMPLIANCE AGREEMENT FOR ONSITE
WASTEWATER TREATMENT SYSTEM REPAIR, MODIFICATION, UPGRADE
OR REPLACEMENT**

This Compliance Agreement ("Agreement") is entered into effective _____, 20__ by and between _____ ("Owner") and the City of Malibu ("City") (collectively, the "Parties") for the purpose of ensuring that Owner takes all actions necessary to timely complete all required repairs, modifications, upgrades and/or replacement of the onsite wastewater treatment system serving the property located at _____ (the "Property").

WHEREAS Owner owns and operates an onsite wastewater treatment system ("OWTS") that serves an existing structure or structures located on the Property;

WHEREAS an inspection of the OWTS has revealed that the OWTS is not functioning properly and is in need of repair, modification, upgrade and/or replacement in order to bring it into compliance with all applicable laws and regulations;

WHEREAS Owner has requested a Certificate of Inspection pursuant to Chapter 15.14 of the Malibu Municipal Code;

WHEREAS a Certificate of Inspection may only be issued when a compliance agreement binding all future owners and assigns of the Property and committing the property owner to a time schedule for any required repair, upgrade, modification or replacement has been executed by the property owner and the City's Administrative Authority;

WHEREAS in the absence of this Agreement, Owner would be required to complete any necessary repair, upgrade, modification or replacement of the OWTS and secure an Operating Permit from the City prior to completing any purchase or change in ownership of the Property as governed by Chapter 15.14 of the Malibu Municipal Code;

WHEREAS Owner wishes to proceed concurrently with the required repair, upgrade, modification or replacement of the onsite wastewater treatment system and the anticipated purchase or change in ownership of the Property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

A. General Provisions.

1. Owner shall submit a complete application to the City by _____, 20__ for all permits and approvals necessary to perform the required repair, upgrade, modification or replacement of the onsite wastewater treatment system serving the Property.
2. Owner shall promptly respond to all requests by City for additional information in connection with the above-referenced application(s).

3. Owner shall diligently pursue the upgrade of the onsite wastewater treatment system through completion and final inspection. Owner shall complete all work on the required onsite wastewater treatment system repair, modification, upgrade or replacement and take all steps necessary to receive final inspection approval by no later than _____, 20__ . Failure to receive final inspection approval by said date constitutes a material breach of this Agreement unless the City's Administrative Authority has agreed to an extension of the deadline in writing.
4. Owner acknowledges that this Agreement inures to the public health, safety and welfare and that any failure by Owner to comply with his/her/its obligations under this Agreement poses a significant and imminent threat of harm to the public health, safety and welfare.
5. This Agreement shall be binding upon Owner and Owner's successors, heirs and assigns.
6. In order to put future owners and assigns on notice of the obligations contained in this Agreement, Owner shall record this Agreement in the Office of the Los Angeles County Recorder within three business days after its execution and provide the City with a stamped copy of the recorded document within seven days thereafter.
7. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein.
8. This Agreement may only be modified in a writing signed by the Parties.
9. In addition to any other remedies provided the City by the terms of this Agreement or by law, a breach of this Agreement by Owner is punishable as a violation of Chapter 15.14 of the Malibu Municipal Code or as a public nuisance, at the discretion of the City Attorney. Furthermore, Owner authorizes the City of Malibu to record a Notice of Violation against title to the Property immediately upon any breach of this Agreement by Owner. City shall not be required to rescind any such Notice until Owner secures all requisite regulatory approvals and completes any and all repairs, upgrades, modifications and/or replacement of the OWTS necessary to bring the OWTS into compliance with all applicable laws and regulations.
10. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California and exclusive venue for any action or dispute involving this Agreement shall be in the County of Los Angeles Superior Court.
11. In the event of litigation between the Parties with respect to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs arising therefrom.
12. The failure by one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor

shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

13. All written communications to either party by the other party will be deemed made when deposited in the U.S. Mail, first class postage paid, and addressed to a party at its respective name and address as follows:

Owner: _____	City of Malibu
Address: _____	Attn: Deputy Building Official
Address: _____	23815 Stuart Ranch Road
City, State ZIP: _____	Malibu, CA 90265

B. Identified Deficiencies in the OWTS and Required Corrective Action.

1. An inspection of the OWTS has revealed the following deficiencies:

_____.

2. Owner, and his/her/its successors and assigns, are hereby obligated to take all of the following corrective measures in order to bring the onsite wastewater treatment system into compliance with all applicable laws and regulations:

- a. _____.
- b. _____.
- c. _____.

3. The completion of any and all work described herein shall not in any manner relieve Owner, or his/her/its successors and assigns, from the obligation to complete any additional repair, upgrade, modification or replacement that the City's Administrative Authority deems necessary to ensure that the OWTS continues to function reliably and in compliance with all applicable laws and regulations.

C. Interim Measures.

1. Owner acknowledges that a system inspection has revealed the deficiencies described in Subsection B. In order to provide maximum protection for the environment and the public health, safety and welfare while the required corrective action to the OWTS is ongoing, Owner shall undertake and implement all of the following interim measures:

- a. _____.
- b. _____.
- c. _____.

OWNER

By: _____,
its _____

Date

State of California
County of _____

On _____ before me, (here insert name and title of the officer), 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)

CITY OF MALIBU

By: Craig George
Division Manager, Environmental & Building and Safety

Date