

1/29/2019

**RECORDING REQUESTED, AND  
WHEN RECORDED RETURN TO:**

Stormwater Coordinator/Administrator  
Public Works Department

Choose one

Address

City, State, Zip Code

---

SPACE ABOVE THIS LINE FOR RECORDERS USE

**STORMWATER MANAGEMENT FACILITIES AGREEMENT**

Choose one

**STORMWATER MANAGEMENT FACILITIES OPERATIONS AND  
MAINTENANCE AGREEMENT**

**PROJECT:** Enter Name of Project

**OWNERS NAMES:** Enter Owner(s) Name(s)

**ASSESSOR'S PARCEL NUMBER:** Enter Assessor's Parcel Number

**STORMWATER MANAGEMENT FACILITIES  
OPERATION AND MAINTENANCE AGREEMENT**

This Stormwater Management Facilities Operation and Maintenance Agreement ("Agreement") is made and entered into this Choose one day of Choose one, 20yy, by and between Property Owner Name, (hereinafter referred to as "Property Owner") and the [County, City, or Town], ("[County, City, or Town]").

**RECITALS:**

This Agreement is made and entered into with reference to the following facts:

**WHEREAS**, the stormwater management facilities (hereinafter referred to as "Facilities") have been installed in and must be maintained for the development called Name of Property, located at Address of Property City, State, Zip code of Property, Marin County, State of California and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "property" or "real property"); and

**WHEREAS**, the Property Owner is the owner of real property more particularly described on the attached as Exhibit "A"; and

**WHEREAS**, the Property Owner remains fully responsible for assuring that the Facilities were designed, constructed and installed in full compliance with all applicable laws, regulations and ordinances, all requirements applicable to the development of the property, and all Best Management Practices; and

**WHEREAS**, the [County, City, or Town] Permanent Stormwater Controls for New and Redevelopment Ordinance, Choose one based on which jurisdiction the property is located ("Ordinance") requires proper operation and maintenance of the Facilities constructed on this property; and

**WHEREAS**, the development conditions of approval require that Facilities, as shown on the approved Stormwater Control Plan, be constructed and properly operated and maintained by the Property Owner; and

**WHEREAS**, the [County, City, or Town] has approved the Stormwater Control Operation and Maintenance Plan prepared by Name/Company of Plan Preparer, on the day of Click or tap to enter a date., as this Plan is on file at address of Agency and may be subsequently modified from time to time with [County, City, or Town] approval; and

**WHEREAS**, the Stormwater Control Operation and Maintenance Plan (together with the Stormwater Control Plan, hereinafter the "Plans") includes an annual inspection form for the Facilities constructed on this property, and

**WHEREAS**, this Agreement memorializes the Property Owner's maintenance, operations, and inspection obligations under the [County, City, or Town] Ordinance and the approved Plans.

**NOW, THEREFORE,** in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

### **SECTION 1**

**Responsibility for Operation and Maintenance:** The Property Owner will maintain printed copies of the approved Plans at the property. The Property Owner must maintain the Facilities in good working condition acceptable to the [County, City, or Town] for the life of the project, and in compliance with the Ordinance and the approved Plans. If significant changes to the operation and maintenance of the Facilities are proposed, the Property Owner is responsible for submitting a revised Stormwater Control Operation and Maintenance Plan to the [County, City, or Town] for approval. Upon transfer of the property, the Property Owner shall provide the new owner with the current Plans and shall set forth in any transfer agreement a requirement that the new owner assume responsibilities set forth in the Plans and this Agreement.

### **SECTION 2**

**Inspection by Property Owner:** The Property Owner, at its own expense, shall conduct annual inspections to ensure the Facilities are in good working order. The Property Owner may elect to use a qualified independent inspector to inspect the Facilities. The annual inspection report shall include completion and certification of the form described in the approved Stormwater Control Operation and Maintenance Plan. The Property Owner shall send a report of the annual inspection to the Department of Public Works Stormwater Division at the addresses shown in Section 8 below. If the Property Owner fails to submit the annual inspection report by December 31st, the [County, City, or Town] or its agents may (but without any obligation to do so) perform the inspection and invoice the Property Owner for the cost in accordance with Sections 3 and 4 below. If the inspection reveals that Facilities are not in good working order, Property Owner, at its own expense, shall undertake necessary action to restore Facilities to good working order.

### **SECTION 3**

**Right of Entry and Facility Inspection:** The Property Owner hereby grants permission to the [County, City, or Town], its employees and authorized agents to enter the property, and to inspect the Facilities whenever any of the [County, City, or Town] or its agents deem it necessary in order to enforce provisions of the [County, City, or Town] Ordinance. The [County, City, or Town], its employees or authorized agents may enter the premises at any reasonable time to inspect the premises and Facilities operation, to inspect and copy records related to storm water compliance, and to collect samples and take measurements. Whenever possible, these entities will provide notice prior to entry. The [County, City, or Town] may charge a fee to cover the costs of the inspection.

### **SECTION 4**

**Failure to Perform Required Facility Inspections, Repairs or Maintenance by the Property**

**Owner:** If the Property Owner fails to inspect and maintain the Facilities in good working order and in accordance with the approved Plans and the [County, City, or Town] Ordinances, the [County, City, or Town], with prior notice and pursuant to the abatement procedures of Choose one. (For County Projects choose “Gov Code 25845”. For City or Town choose “Gov Code 38773.5”) (or similar successor statutes), may enter the property to inspect or to return the Facilities to good working order and thereafter recover its costs in accordance with Choose one. (For County Projects choose “Gov Code 25845”. For City or Town choose “Gov Code 38773.5”) (or similar successor statutes). The [County, City, or Town] is under no obligation to maintain or repair the Facilities, and this Agreement shall not be construed to impose any such obligation on the [County, City, or Town]. If the [County, City, or Town], under this section takes any action to inspect the Facilities or to return the Facilities to good working order, the Property Owner shall reimburse the [County, City, or Town] for all the costs incurred by the [County, City, or Town]. The [County, City, or Town] will provide the Property Owner with an itemized invoice of the costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the County may secure a lien against the real property of the Property Owner in the amount of such costs. In addition, the [County, City, or Town] may make the cost of abatement of the nuisance caused by the failure to maintain the Facilities a special assessment against the property that may be collected at the same time and in the same manner as ordinary taxes are collected as provided in Choose one. (For County Projects choose “Gov code 25845”. For City or Town choose “Gov Code 38773.5”). This Section 4 does not prohibit the [County, City, or Town] from pursuing other legal recourse against the Property Owner.

**SECTION 5**

**Indemnity:** The Property Owner shall defend, indemnify and hold harmless the [County, City, or Town], its officials, employees and its authorized agents from any and all costs, losses, damages, accidents, casualties, occurrences or claims which might arise or be asserted against the [County, City, or Town] and which are in any way connected with the construction, operation, presence, existence or maintenance of the Facilities by the Property Owner, or from any personal injury or property damage that may result from the [County, City, or Town] or other public entities entering the property under Section 3 or 4 herein above.

**SECTION 6**

**Successors and Assigns:** This Agreement shall be recorded in the Office of the Recorder, Marin County, California, at the expense of the Property Owner. This Agreement and the covenants of the Property Owner set forth in numbered Sections 1 through 5 above shall run with the land, and the burdens thereof shall be binding upon each and every part of the property and upon the Property Owner, its successors and assigns in ownership (or any interest therein), and said covenants shall inure to the benefit of and be enforceable by the [County, City, or Town], its successors and assigns in ownership of each and every part of the street and storm drains.

**SECTION 7**

**Severability:** The provisions of this Agreement shall be severable and if any one of the provisions of this Agreement is adjusted invalid by a court of competent jurisdiction it shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

**SECTION 8**

**Notices:** All notices and other communications required or permitted to be given under this Agreement, including any notice of change of ownership, address or significant changes to the facility or operations and maintenance plan, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice must be given to the Property Owner, its successors and assigns, at the address(es) shown on the records for the Property maintained by the Assessor. Notice to the [County, City, or Town] must be given by personal delivery or mail to both of the following addresses:

TO Choose one:            Public Works Director  
   Public Works Department  
   Choose one  
   Address of Government Agency  
   City, State, Zip of Government Agency

and,

Stormwater Coordinator or Administrator  
Name of Department  
Choose one  
Address of Government Agency  
City, State, Zip Code

**SECTION 9**

**Recordation:** This Agreement shall be recorded by the Property Owner with the County Recorder within 30 days of the date of execution. Recordation shall be at the expense of the Property Owner.

**SECTION 10**

**Effective Date and Modification:** This Agreement is effective upon the date that the final signatory executes the Agreement. This Agreement shall not be modified except by written consent of both parties. Such modifications shall also be recorded in accordance with Section 9.

Reviewed and Approval by:

Reviewed and Approval by:

\_\_\_\_\_  
Choose one

\_\_\_\_\_  
Choose one

Reviewed and approved to form, if applicable, by:

---

Choose one

Property Owners:

---

Signature

---

Printed Name

---

Signature

---

Printed Name

Attachments: Acknowledgements  
Exhibit A

Fill out up-to-date **California All-Purpose Acknowledgment Form:**

<http://notary.cdn.sos.ca.gov/forms/notary-ack.pdf> in accordance with California Civil Code section 1189. See this template that is consistent with California Civil Code section 1189 but includes an optional section that can deter alteration of the document or fraudulent reattachment of the form to an unintended document:

[https://www.nationalnotary.org/file%20library/nna/reference-library/certificates/05907\\_ca\\_ack\\_all\\_purpose.pdf](https://www.nationalnotary.org/file%20library/nna/reference-library/certificates/05907_ca_ack_all_purpose.pdf).



**EXHIBIT "A"**  
**Property Description**