

RECORDING REQUESTED BY:

County of San Luis Obispo
Planning and Building Department

WHEN RECORDED, PLEASE RETURN TO

(SYSTEM OWNER ADDRESS)

AGREEMENT

**County of San Luis Obispo
Private Stormwater Management System
Operation and Maintenance**

Condition Compliance Monitoring Permit #:

Property Address:

(Street No. & Street Name, City)

Property APN #:

Building Permit #:

Project Description *(hereinafter referred to as "PROJECT"):*

Legal Description: Refer to Exhibit A, attached hereto

System Description: Refer to Exhibit B, attached hereto

This Agreement is made and entered into in San Luis Obispo, California, this ____ day of _____, 20____, by and between _____ (hereinafter referred to as "OWNER") and the County of San Luis Obispo, located in the State of California, (hereinafter referred to as "County"). This Agreement is made in accordance with existing codes and regulations and in accordance with the approved PROJECT Stormwater Control Plan and specifications on file at the County (hereinafter collectively referred to as "PLANS") with respect to the following recitals:

RECITALS:

The undersigned OWNER of the real property referenced above, hereby covenants with County to utilize on-site stormwater management systems (i.e. structural and/or non-structural) to minimize runoff and pollutants in stormwater runoff and to provide permanent storm drainage maintenance to control, manage, retain, treat, infiltrate and dispose of (1) on-site storm drainage for the PROJECT and (2) ancillary street and site drainage from the adjoining street and sites, as stipulated in the PLANS and in the Stormwater Control Plan on file at the County (hereinafter referred to as "Stormwater Control Plan"). The storm drainage improvements shown and described in Exhibit B are hereinafter referred to as the "SYSTEM".

OWNER is solely responsible for adhering to the requirements set forth in the Stormwater Control Plan and agrees to the following conditions in compliance with all local, state, federal laws and regulations and according to the PLANS and Stormwater Control Plan:

1. **MAINTENANCE:** OWNER shall **maintain** the SYSTEM as required in the Stormwater Control Plan and any specifications included in Exhibit B.
2. **MONITORING:** OWNER shall **monitor** the SYSTEM as required in the Stormwater Control Plan and any specifications included in Exhibit B.
3. **INSPECTIONS:** OWNER shall **routinely inspect** the SYSTEM as required in the Stormwater Control Plan and any specifications included in Exhibit B.
4. **CLEANINGS:** OWNER shall **routinely clean** the SYSTEM as required in the Stormwater Control Plan and any specifications included in Exhibit B.
5. **REPAIRS:** OWNER shall repair the **SYSTEM** as required in the Stormwater Control Plan.
6. **DOCUMENT, REPORT, AND FEES:** OWNER shall document all maintenance, monitoring, inspections, cleanings, and repairs made to the SYSTEM in the annual report submitted to County by June 15th of each year in a format approved by County. System Owners will be subject to a Stormwater Annual Inspection and Reporting fee (SWI) based on current County of San Luis Obispo Planning and Building Fee Schedule. Payment of Fee due by June 15th of each year.
7. **COUNTY'S RIGHTS & AUTHORITY:** Pursuant to **San Luis Obispo County Code Title 22.10.155**, County has the right and authority to inspect the SYSTEM to determine compliance with this agreement (i.e. maintenance, monitoring, inspections, cleanings, repairs, documentation and reporting) which may result in enforcement activities and/or abatement if necessary pursuant to applicable laws and regulations. OWNER hereby consents to County conducting said inspections between the hours of 8:00 a.m. through 5:00 p.m., Mondays through Fridays. This Agreement shall not be construed as precluding County from conducting inspections, which may be necessary due to an emergency.
8. **FAILURE TO MAINTAIN, CLEAN AND/OR REPAIR SYSTEM:** Failure to maintain, monitor, inspect, clean, repair, or document and report as required herein shall constitute a public nuisance. The County may remedy such public nuisance through any of the applicable procedures as set forth in the County of San Luis Obispo Code, and/or may pursue any other

legal or equitable remedies to abate such public nuisance.

9. INDEMNIFICATION: Owner further agrees to defend, indemnify, protect and hold the County and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including to Owner's tenants, guests, invitees, agents or employees, which arise from or are connected with or caused or claimed by the acts or omissions of Owner, and its agents, employees or contractors, in performing the obligations specified herein, and all expenses of investigating and defending against same; provided, however, that Owner's duty to indemnify and hold harmless all not include any claims or liability arising from the established sole negligence or willful misconduct of the County, its agents, officers or employees.

10. BINDING ON FUTURE OWNERS: This covenant shall run with the land and shall be binding upon the undersigned owners, their heirs, executors, administrators, assigns and successors in interest.

11. RECORDING OF AGREEMENT: This Agreement shall be recorded in the office of the San Luis Obispo County Recorder, and such recordation shall serve as notice of the restrictions and obligations contained herein to be performed and observed by Owner and the successors in interest to all or any portion of Owner's Property.

12. NOTICES: Any notice, demand, request, consent, approval or communication to OWNER under this Agreement (hereinafter collectively referred to as "Notices") shall be in writing and either served personally or sent by prepaid, first-class mail to the person and address set forth below. Alternately, OWNER may elect to have Notices sent by e-mail if indicated below and an e-mail address is provided. OWNER shall notify County of any change in address, e-mail, or transfer of ownership. Any notice shall be deemed to be effective five calendar days after the date mailed or, if applicable, on the same date the notice was e-mailed.

System Owner *(Printed Name)*

Owner's Street Address

Business Affiliation and Title *(if applicable)*

Owner's City/State, Zip Code

Date

Owner's Email Address:

I agree to receive Notices by e-mail: Yes No

Exhibit A
Property Legal Description in Full

Exhibit B
Stormwater Management System