

RECORDING REQUESTED BY:

City of Arroyo Grande

WHEN RECORDED, PLEASE RETURN TO

(SYSTEM OWNER ADDRESS)

AGREEMENT

**Private Stormwater Management
Facilities Operation and Maintenance
And Right of Entry**

SWP Case #:

(From Community Development Department)

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 Private Stormwater Management Facilities Operation and Maintenance Agreement and Right of Entry ("Agreement") is made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Property Owner") and the City of Arroyo Grande, located in the State of California, (hereinafter referred to as "City"). The Property Owner and City are individually referred to herein as a "party" and collectively as the "parties." This Agreement is made in accordance with existing codes and regulations and in accordance with the approved Project plans and specifications (hereinafter collectively referred to as "Plans") with respect to the following recitals:

RECITALS

The undersigned Property Owner of the real property referenced above, hereby covenants with City 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 Private Stormwater Operations and Maintenance Manual on file at the City (hereinafter referred to as “Manual”). The storm drainage improvements shown and described in Exhibit B are hereinafter referred to as the “System.”

Property Owner is solely responsible for adhering to the requirements set forth in the Plans and Manual and agrees to the following conditions in compliance with all local, state, federal laws and regulations and according to the Plans and Manual:

- 1. MAINTENANCE:** Property Owner shall **maintain** the System as required in the Plans and Manual.
- 2. MONITORING:** Property Owner shall **monitor** the System as required in the Plans and Manual.
- 3. INSPECTIONS:** Property Owner shall **routinely inspect** the System as required in the Plans and Manual.
- 4. CLEANINGS:** Property Owner shall **routinely clean** the System as required in the Plans and Manual.
- 5. REPAIRS:** Property Owner shall repair the **System** as required in the Plans and Manual.
- 6. DOCUMENT & REPORT:** Property Owner shall document all maintenance, monitoring, inspections, cleanings and repairs made to the System in the annual report submitted to City by June 1st of each year in a format approved by City as detailed in the Plans and Manual.
- 7. CITY’S RIGHTS & AUTHORITY:** Per this Agreement, City has the right and authority to inspect the System to determine compliance (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. Property Owner hereby consents to City 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 City 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 City may remedy such public nuisance through any of the applicable procedures as set forth in the City of Arroyo Grande Municipal Code, and/or may pursue any other legal or equitable remedies to abate such public nuisance.

9. INDEMNIFICATION: Property Owner further agrees to defend, indemnify, protect and hold the City 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 Property 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 Property 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 Property 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 City, its agents, officers or employees. Nothing in this Agreement, City’s approval of the subdivision or other applications or plans and specifications, or inspection of the work, is intended to acknowledge responsibility or liability therefor unless otherwise provided by applicable law.

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. Any change in property ownership shall result in notification, including new Property Owner contact information, to the City within 30 days the title transfer.

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 Property Owner and the successors in interest to all or any portion of Property Owner's Property.

12. NOTICES: Any notice, demand, request, consent, approval or communication to Property 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, Property Owner may elect to have Notices sent by e-mail if indicated below and an e-mail address is provided. Property Owner shall notify City 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 (<i>Printed Name</i>) | Owner’s Street Address |
| Business Affiliation and Title (<i>if applicable</i>) | Owner’s City/State, Zip Code |
| Date | Owner’s Email Address: |
| I agree to receive Notices by e-mail: Yes | No |

CITY OF ARROYO GRANDE:

Jim Bergman

City Manager, City of Arroyo Grande

Date

ACKNOWLEDGMENT

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)
) ss.
COUNTY OF SAN LUIS OBISPO)

On _____, 20____, before me, _____,
a Notary Public, in and for the State of California, 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 _____
Signature of Notary Public

[SEAL]

PROPERTY OWNER:

System Owner (Signature)

Date

System Owner (Printed Name)

Business Affiliation and Title (if applicable)

ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
) ss.
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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 _____
Signature of Notary Public

[SEAL]

Exhibit A
Property Legal Description in Full

Exhibit B
Stormwater Management System