

Recording requested by and when recorded return to:
Santa Barbara County Public Works Department, Water Resources Division
130 Victoria Street, Suite 200
Santa Barbara, California 93101

No Fee Per Government Code Section 6103

Project:
APN:
Location:

**OWNER'S AGREEMENT TO CONSTRUCT AND MAINTAIN PRIVATE
DRAINAGE IMPROVEMENTS FOR WATER QUALITY**

This Agreement is by and between: _____

and: **Santa Barbara County Public Works Department, Water Resources
Division**

with reference to the following:

- A. _____ hereby known as the OWNER, the owner of that property located on Assessor's Parcel No. ___ wish to develop said property in accordance with approved plans on file with the Santa Barbara County Public Works Department, Water Resources Division (Project Clean Water), Development Case File No. _____.
- B. The Santa Barbara County Planning Commission approved the project subject to compliance with certain conditions as set forth in the Condition of Approval letter from the Public Works Department, Water Resources Division, which incorporates conditions set forth by the County in the letter dated **DATE** attached hereto as "**Exhibit A**".

WHEREAS, the Conditions require that the OWNER enter into an agreement with the Santa Barbara County Public Works Department, for the construction and maintenance of private drainage improvements for water quality treatment which benefit this development; and,

WHEREAS, the OWNER wishes to construct and provide for such maintenance of those private drainage improvements upon development of the property as allowed by this approval;

NOW THEREFORE, the OWNER, for the present owner(s) and heirs, executors, administrators, successors, and/or assigns of the owner(s) does hereby irrevocably agree as follows:

1. The OWNER agrees to install, maintain, repair and replace all water quality drainage improvements according to plans, specifications, and to a standard approved by the Director of the Public Works Department, hereinafter referred to as the DIRECTOR.

Said installation of all drainage improvements shall be completed within one year following the execution of this agreement, or within such extension of that time as is approved by the Director.

There shall be no clearance for occupancy granted until such time as all water quality drainage improvements are constructed or installed in accordance with the approved plans and a Water Quality Improvement Certificate completed by a Registered Civil Engineer is submitted to the Public Works Department, Water Resources Division (Project Clean Water). All such improvements shall be maintained in a safe, usable and visually acceptable condition, free of obstructions to the design flow and free from impediments to use of the water quality improvements. Adequate access shall be maintained at all times to allow for maintenance, repair and replacement as needed.

All such maintenance, repair, replacement and installation shall be at the sole cost and expense of the owner(s) of the real property described on the attached "**Exhibit B**" and shall be performed as defined in "**Exhibit C**". This commitment shall be recorded and made binding upon the heirs, executors, successors and/or assigns of the owners.

2. Upon failure to complete needed inspection, repair, maintenance or replacement, the DIRECTOR or successor may, upon (10) calendar days' notice to the address last appearing for the parcel on the County Assessor's roll, enter upon the premises and complete such needed work or improvement at the cost of and to be recovered from owner, or owner's heirs, executors, administrators, successors and/or assigns, by bid force account, negotiated contract, or such other manner as may appear suitable to said DIRECTOR. Owner or owner's heirs, executors, administrators, successors and/or assigns shall repay the Public Works Department for all such costs and expensed incurred, including all costs reasonably incurred to enforce this agreement and reasonable attorney's fees if legal action is instituted.
3. OWNER agrees that OWNER, and OWNER'S heirs, executors, administrator, successors and/or assigns shall indemnify the County of Santa Barbara Public Works Department, it's officers, agents and employees, defend them and save them harmless from, and against any act or omission to act as

OWNER

agents, employees, or independent contractors, and does hereby waive any claim against the County of Santa Barbara Public Works Department for failure to maintain said drainage improvements and/or easements or for County of Santa Barbara Public Works Department's failure to enforce any or all provisions of this agreement to the full extent permitted by law.

4. This agreement inures to and is for the benefit of the real property described in "**Exhibit B**", and is intended to be a covenant running with said described real property, binding upon the heirs, executors, administrators, successors and/or assigns of the undersigned. In the event that this agreement is not enforceable as a covenant running with the land, it shall nevertheless be enforceable as an equitable servitude.
5. All parties to this agreement warrant and represent that they have the power and authority to enter into this agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this agreement have been fully complied with.
6. Signature of Owner MUST have notarial acknowledgement.

Signature

Date

Print or type name, affiliation

Company

Address

Telephone

INSERT NOTARY HERE

CERTIFICATION

The OWNER'S agreement to construct and maintain private drainage improvements and private drainage maintenance easements set forth above, is hereby acknowledged, and the recordation hereof is approved.

Dated: _____

County of Santa Barbara

By: _____

Thomas D. Fayram, Deputy Public Works Director

APPROVED AS TO FORM:

Michael C. Ghizzoni
COUNTY COUNSEL

Ray Aromatorio, ARM, AIC
RISK MANAGEMENT

By: _____
Deputy County Counsel
Santa Barbara County

By: _____
Risk Manager
Santa Barbara County

EXHIBIT A
Condition Letter

EXHIBIT B
Legal Description

LEGAL DESCRIPTION:

All that land situated in the County of Santa Barbara, California, described as follows:

Parcel _____ of Parcel Map No. _____, in the County of Santa Barbara, State of California, per the map thereof, recorded in Book _____, Pages _____, of Parcel Maps in the Office of the County Recorder of said County.

EXHIBIT C
Storm Water Maintenance Plan