

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF WOODLAND
300 First Street
Woodland, California 95695
ATTN: City Clerk

(Exempt from Filing Fees - Government Code § 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STORMWATER TREATMENT MEASURE ACCESS AND MAINTENANCE AGREEMENT

OWNER: _____

PROPERTY ADDRESS: _____

APN: _____

THIS AGREEMENT is made and entered into in Woodland, California, this ___ day of _____, by and between _____, a _____, hereinafter referred to as "Owner" and the CITY OF WOODLAND, a municipal corporation, located in the County of Yolo, State of California hereinafter referred to as "CITY"; and

WHEREAS, the Owner owns real property ("Property") in the City of Woodland, County of Yolo, State of California, more specifically described in Exhibit "A" and depicted in Exhibit "B", each of which exhibits is attached hereto and incorporated herein by this reference; and

WHEREAS, at the time of initial approval of development project known as _____ within the Property described herein, the City required the project to employ on-site control measures to minimize pollutants in urban runoff; and

WHEREAS, the Owner has chosen to install _____, (collectively referred to herein as the "Measure"), as the on-site control measure to minimize pollutants in urban runoff; and

WHEREAS, said Measure has been installed in accordance with plans and specifications accepted by the City; and

WHEREAS, said Measure, with installation on private property and draining only private property, is a private facility with all maintenance or replacement, therefore, the sole responsibility of the Owner in accordance with the terms of this Agreement; and

WHEREAS, the Owner is aware that periodic and continuous maintenance, including,

but not necessarily limited to, filter material replacement and sediment removal, is required to assure peak performance of Measure and that, furthermore, such maintenance activity will require compliance with all Local, State, or Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs;

NOW THEREFORE, it is mutually stipulated and agreed as follows:

1. The foregoing recitals are incorporated herein by this reference.
2. Owner hereby provides the City or City's designee complete access, of any duration, to the Measure and its immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by City's Director of Public Works, with no advance notice, for the purpose of inspection, sampling, testing of the Measure, and in case of emergency, to undertake all necessary repairs or other preventative measures at owner's expense as provided in paragraph 4 below. City shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.
3. Owner shall use its best efforts diligently to maintain the Measure in a manner assuring peak performance at all times, including but not necessarily limited to performance of the maintenance and repair measures specified on Exhibit "C", attached hereto and incorporated herein by this reference. All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the maintenance of vegetation, the removal and extraction of material(s) from the Measure and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by the City, the Owner shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination. In addition, Owner shall provide maintenance reports to the City on an annual basis, not later than 60 days after receiving City's maintenance report request.
4. In the event Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Agreement, within five (5) days of being given written notice by the City, the City is hereby authorized to cause any maintenance necessary to be done and charge the entire cost and expense to the Owner or Owner's successors or assigns, including administrative costs and interest thereon at the maximum rate authorized by the Civil Code from the date of the notice of expense until paid in full.
5. The City may require the owner to post security in a form and for a time period satisfactory to the City to guarantee the performance of the obligations stated herein. Should the Owner fail to perform the obligations under the Agreement, the City may, in the case of a cash bond, act for the Owner using the proceeds from it, or in the case of a surety bond, require the sureties to perform the obligations of the Agreement. As an additional remedy, the City may withdraw any previous stormwater related approval with respect to the property on which a Measure has been installed until such time as Owner repays to City its reasonable costs incurred in accordance with paragraph 4 above.
6. This agreement shall be recorded in the Office of the Recorder of Yolo County, California, at no expense to the City and shall constitute notice to all successors and assigns of the title to said Property of the obligation herein set forth, and also a lien in such amount as will fully reimburse the City, including interest as hereinabove set forth, subject to foreclosure in event of default in payment.
7. In event of legal action occasioned by any default or action of the Owner, or its successors or assigns,

then the Owner and its successors or assigns agree(s) to pay all costs incurred by the City in enforcing the terms of this Agreement, including reasonable attorney's fees and costs, and that the same shall become a part of the lien against said Property.

8. It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with said Property and constitute a lien thereagainst.
9. The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or part of the Property about the existence of this Agreement. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property. Owner shall provide a copy of such notice to the City at the same time such notice is provided to the successor.
10. Time is of the essence in the performance of this Agreement.
11. Any notice to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

IF TO CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Clerk

IF TO OWNER:

12. If Owner consists of more than one party, each person, entity, or other party described as the "Owner" in the first paragraph of this Agreement and/or executing this Agreement for Owner shall be jointly and severally liable for each and every obligation and requirement imposed on Owner herein.
13. The Owner acknowledges and agrees that nothing contained in this Agreement reduces or otherwise affects Owner's responsibility to comply with all applicable provisions of the City of Woodland's Stormwater Quality Control Ordinance, set forth in Chapter 23D of the Woodland Municipal Code, and nothing contained in this Agreement shall in any way limit the City's right to enforce any provisions of the Stormwater Quality Control Ordinance in accordance with the provisions of that Code.

EXHIBIT A
(Legal Description)

EXHIBIT B
(Map/Illustration)

EXHIBIT C
(Inspection and Maintenance Guidelines)

**SAMPLE
OPERATION & MAINTENANCE (O&M) PLAN**

Property Owner Information:

Property Owner Name:				
Name of Contact Person:				
Mailing Address:				
City:		State:		Zip:
Telephone:		Email:		

Development Information:

Name of Development				
Development Address:				
City:		State:		Zip:
Assessor Parcel No.:				
Name of Person or Organization Responsible for Performing Inspections and Maintenance of the Treatment Control Measures:				
Mailing Street Address:				
City:		State:		Zip:
Telephone:		Email:		

Treatment Control Measures:

List the treatment control measures at the development and their inspection frequencies (minimum of once per year). For each treatment control measure, describe conditions that require maintenance or repair. Describe preventative maintenance needed to keep the treatment control measure effective.

Treatment Control Measure	Inspection Frequency	Describe Conditions that Require Maintenance / Repair and Describe Routine Preventative Maintenance