

STORMWATER MANAGEMENT/BMP FACILITIES AGREEMENT

CASE NUMBER _____
IP NUMBER _____

Riverside County, California

THIS AGREEMENT, made and entered into this ____ day of _____, 20 __, by and between (Insert Full Name of Owner) _____ hereinafter called the "Landowner", and the Board of Supervisors of Riverside County, California, hereinafter called the "County".

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as (Riverside County Tract Map/Parcel Identification Number) or legally described as _____ as recorded by deed in the land records of Riverside County, California, Deed Book _____ Page __, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision Plan known as _____, (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for storm water quality treatment within the confines of the property; and

WHEREAS, the County and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Riverside County, California, require that on-site storm water management/Best Management Practices (BMP) facilities be constructed and maintained by the Landowner, its successors and assigns, including, but not limited to homeowners association.

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

1. The on-site storm water management/BMP facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management/BMP facilities. This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as good working condition so that these facilities are performing in their design functions.

3. The Landowner, its successors and assigns, shall inspect the stormwater management/BMP facility and shall keep an inspection report for review at any time by

County, Flood or the Water Quality Board of the region. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report. Association keeps the annual inspection reports in a file and will make them available to the County, District or other public agency (RWQCB, ACOE, USF&WS, and CDFG) upon request.

4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the County deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the County, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management/BMP facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

7. In the event the County pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless, defend and indemnify from any liability whatsoever in the event the stormwater management/BMP facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

WITNESS the following signatures and seals:

Company/Corporation/Partnership Name (Seal)

By: _____
(Type Name)

(Type Title)

STATE OF _____

COUNTY OF _____

The foregoing Agreement was acknowledged before me this ____ day of _____,
20__, by _____.

NOTARY PUBLIC

My Commission Expires: _____ (Stamp)

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date set forth on Page 1 of this Agreement.

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

Alan D. French, P.E.
For Director of Transportation

Date: _____

ATTEST

Date

BMP EXHIBIT STANDARDS

1. Sheet size must be 8.5" x 11" with 0.10" minimum lettering
2. Show street names, north arrow
3. Indicate point of flow exit into street if basin system fails
4. Indicate Q100 of flow exit into street
5. Indicate direction of flow exit into street
6. Indicate by notation and/or show nearest downstream drainage facility (catch basin, culvert, riser, etc)
7. Show "Exhibit A", Show IP Number, Show Project Number (TR, PM, PUP, PP etc)
8. Title block, signature block, engineer seals, USA note is not necessary on Exhibit
9. Show scale used for drawing, provide 4" graphic scale