

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

(property owner)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAINTENANCE NOTIFICATION AGREEMENT FOR CATEGORY 1 STORMWATER STRUCTURAL BMP's

THIS AGREEMENT is made on the _____ day of _____, 20____ and replaces and rescinds the previous agreement with document number _____.

_____, the Owner(s) of the hereinafter described real property:

Address _____ Post Office _____ Zip Code _____

Assessor Parcel No.(s) _____

List, identify, locate (in Exhibit A) and describe the Structural Best Management Practice below:

Owner(s) of the above property acknowledge the existence of the stormwater Structural Best Management Practice (BMP) on the said property. Perpetual maintenance of the Structural BMP(s) is the requirement of the State NPDES Permit, Order No. R9-2015-0001, Section E.3.e. and the County of San Diego Watershed Protection Ordinance (WPO) Ordinance No. 10385 Section 67.812 through Section 67.814, and County BMP Design Manual (BMP DM) Chapters 7 & 8. In consideration of the requirement to construct and maintain Structural BMP(s), as conditioned by Discretionary Permit, Grading Permit, and/or Building Permit (as may be applicable), I/we hereby covenant and agree that:

1. I/We are the owner(s) of the existing (or to be constructed concurrently) premises located on the above described property.
2. I/We shall take the responsibility for the perpetual maintenance of the Structural BMP(s) as listed above in accordance with the maintenance plan (in Exhibit B) and in compliance with County's self-inspection reporting and verification for as long as I/we have ownership of said property(ies).
3. I/We shall cooperate with and allow the County staff to come onto said property(ies) and perform inspection duties as prescribed by local and state regulators.
4. I/We shall inform future buyer(s) or successors of said property(ies) of the existence and perpetual maintenance requirement responsibilities for Structural BMP(s) as listed above and to ensure that such responsibility shall transfer to the future owner(s).
5. I/We will abide by all of the requirements and standards of Section 67.812 through Section 67.814 of the WPO (or renumbering thereof) as it exists on the date of this Agreement, and which hereby is incorporated herein by reference.

This Agreement shall run with the land. If the subject property is conveyed to any other person, firm, or corporation, the instrument that conveys title or any interest in or to said property, or any portion thereof, shall contain a provision transferring maintenance responsibility for Structural BMP(s) to the successive owner according to the terms of this Agreement. Any violation of this Agreement is grounds for the County to impose penalties upon the property owner as prescribed in County Code of Regulatory Ordinances, Title 1, Division 8, Chapter 1 Administrative Citations §§18.101-18.116.

Owner(s) Signature(s)

Print Owner(s) Name(s) and Title

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____ Notary Public,
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.

Include Exhibits that illustrate:

- Exhibit A: Project Site Vicinity; the Project Site Map; and a map for each BMP and its Drainage Management Area
- Exhibit B: the maintenance plan.

