

Recording Requested by:  
City of Solvang  
When Recorded, mail to:  
City of Solvang  
City Clerk  
1644 Oak Street  
Solvang, CA 93463

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No fee pursuant to Government Code § 6103  
No Documentary transfer Tax per R&T Code § 11922  
No Recording Fee per Government Code § 27383

Project:  
APN:  
Location:

### PRIVATE DRAINAGE FACILITIES MAINTENANCE AGREEMENT FOR WATER QUALITY

This Agreement is made by and between: \_\_\_\_\_ (Owner), and the City of Solvang (City) with reference to the following:

- A. Owner is the record owner of certain real property located at \_\_\_\_\_ (Assessor's Parcel No. \_\_\_\_\_) and wishes to develop private drainage facilities on said property in accordance with approved plans on file with the City of Solvang Public Works Department (Project No. \_\_\_\_\_).
- B. The City of Solvang Planning Commission approved the project subject to compliance with certain conditions as set forth in the Condition of Approval which are attached hereto as "**EXHIBIT A – Conditions of Approval**".
- C. The Conditions of Approval require that the Owner enter into an agreement with the City to provide for the installation, operation and maintenance of private drainage facilities.

Therefore, the Owner and City of Solvang agree as follows:

- 1. Owner agrees to install, operate, maintain, repair and replace the private drainage facilities according to the plans and specifications approved by the Director of Public Works (Director). The installation, operation, maintenance, repair and replacement of the private drainage facilities shall be at the sole cost and expense of the Owner of the real property described on the attached "**EXHIBIT B – Legal Description**" and shall be performed as defined in "**EXHIBIT C – Stormwater Maintenance Plan**". Adequate access to said private drainage facilities shall be maintained at all times to allow for operation, maintenance, repair and replacement as needed.
- 2. Owner shall endeavor to complete installation of said private drainage facilities in a timely manner. Prior to final clearance a Water Quality Improvement Certificate completed by a Registered Civil Engineer shall be submitted to the Public Works Department. There shall be

no final clearance for occupancy granted until this Agreement is recorded with the County of Santa Barbara, and said Water Quality Improvement Certificate has been accepted by the Director.

3. Owner consents to periodic inspections by the Director (or authorized representative) of the private drainage facilities on the subject property. Such inspections shall endeavor to minimize disruption to the subject property, the Owner, and any tenants or persons conducting business thereon. In the event that the Director finds that the private drainage facilities are in need of repair or maintenance, the Director shall provide Owner written notice thereof to the address last appearing of record on the County Assessor's roll. Owner shall provide written response including schedule for repairs and maintenance, and have one (1) year from the date of the Director's notice to complete any necessary repairs and maintenance to bring the private drainage facilities into proper working order and compliance with the Stormwater Maintenance Plan appended hereto as "EXHIBIT C." In the event that Owner fails to complete the necessary repairs and maintenance to bring the private drainage facilities into compliance, City reserves the right to enter upon the premises and complete the needed work and Owner shall reimburse the City for all such actual costs and expensed incurred, including all costs reasonably incurred to enforce this Agreement and reasonable attorney's fees if legal action is instituted.
4. Owner agrees to indemnify the City of Solvang, its officers, agents and employees, defend them and save them harmless from, and against any act or omission to act in their capacity as agents, employees, or independent contractors of the City, and does hereby waive any claim against the City for failure to operate and maintain said private drainage facilities or for City's failure to enforce any or all provisions of this Agreement to the full extent permitted by law.
5. Although this Agreement is executed by Owner, it 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. Owner shall be responsible for the duties and obligations imposed by this Agreement until such time as title to the real property is legally transferred to another person or entity at which time the heir, executor, administrator, successor, and/or assign as the case may be shall assume all duties and obligations imposed by this Agreement.
6. 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.

**Owner's Signature** (must have notary acknowledgement)

\_\_\_\_\_  
*Company Name*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Telephone*

**INSERT NOTARY HERE**

**CERTIFICATION**

The Private Drainage Facilities Maintenance Agreement for Water Quality set forth above, is hereby acknowledged, and the recordation hereof is approved.

Dated: \_\_\_\_\_

**City of Solvang**

By: \_\_\_\_\_

Xenia Bradford, City Manager

(Authorizing Resolution 20-1101)

**EXHIBIT A - Conditions of Approval**

**EXHIBIT B - Legal Description of Property**

LEGAL DESCRIPTION:

All that land situated in the City of Solvang, 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 - Stormwater Maintenance Plan**