STATEMENT OF RESPONSIBILITY AGREEMENT

THIS AGREEMENT is made and entered into in _____, California,

this ____ day of _____, by and between _____

hereinafter referred to as "Owner" and the County of Stanislaus hereinafter referred to as " County";

WHEREAS, the Owner owns real property ("Property") in the County, State of California, as described in Exhibit "A" and depicted on the map as shown in Exhibit "B", which are attached hereto;

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

WHEREAS, the Owner has chosen to install the following treatment control measure(s): _____, hereinafter referred to as "facilities", as the on-site control measures to minimize pollutants in urban runoff;

WHEREAS, said facilities have been installed in accordance with the requirements of the County Post-Construction Standards Plan and the Owner's plans and specifications accepted by the County;

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

WHEREAS, the Owner is aware that periodic and continuous maintenance (as described in the attached Operation & Maintenance or "O&M" Plan as shown in Exhibit "C"), including, but not necessarily limited to, filter material replacement and sediment removal, is required to assure peak performance of the facilities 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. 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 there against.
2. The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators, trustees and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, trustees 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 County at the same time such notice is provided to the successor.
3. Owner agrees to ensure that any written conditions in the sales or lease agreements or deeds for the Property requires the buyer or lessee to assume responsibility for this agreement and all attachments to this agreement, until such responsibility is legally transferred to another entity.

4. Owner hereby provides the County or County's designee complete access, of any duration, to the facilities and its immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by the County with no advance notice, for the purpose of inspection, sampling, testing of the facilities, and in case of emergency, to undertake all necessary repairs or other preventative measures at owner's expense as provided in paragraph 6 below

5. Owner shall use its best efforts, and follow industry standards, to diligently maintain the facilities in a manner assuring peak performance at all times. All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of material(s) from the facilities and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time such action is taken.

6. The Owner/Operator shall retain for a period of 5 years all operation and maintenance records and documentation identifying any material(s) removed (as well as quantity and the disposal destination of such materials) at the facility for County inspection. The County may at any time request copies of these documents and a copy shall be provided to the County within 30 days of the request. The County shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.

7. In the event that Owner, or its successors or assigns, fails to accomplish the necessary maintenance set forth in this Agreement, within five (5) days of being given written notice by the County, the County is hereby authorized to cause any maintenance the COUNTY deems necessary to be done, and charge the entire cost and expense to the Owner, including administrative costs, attorney fees and interest thereon at the maximum rate authorized by State Law from the date of the notice of expense until paid in full. Owner hereby agrees to pay such charge within 30 days of receipt of County's written demand for payment.

8. The County may require the owner to post security in form and for a time period satisfactory to the County to guarantee the performance of the obligations stated herein. Should the Owner fail to perform the obligations under the Agreement, the County 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.

9. As an additional remedy, the County may withdraw any previous storm water related approval with respects to the property on which the facilities have been installed until such time as Owner repays to County its reasonable costs incurred in accordance with paragraph 7 above.

10. The Owner will be sent an annual self-certification form each year by the County to certify that all of the inspections and maintenance have been performed pursuant to the attached O&M Plan, and that the facilities are in effective working condition. The Owner shall complete and return the annual self-certification form to the County within 60 days of receipt. If the report is not received within the 60-day period, the County will perform the inspection and assessment; and the Owner will be billed for the entire cost of said inspection including any administrative costs and interest thereon at the maximum rate authorized by the Municipal Code from the date of notice of expense until paid in full. Owner hereby agrees to pay such charge within 30 days of receipt of the County's written demand for payment.

11. In event of legal action occasioned by any default or action of the Owner, then the Owner agrees to pay all costs incurred by the County in enforcing or defending the terms of this Agreement, including attorney fees and costs, other litigation fees and costs, as well and any other costs incurred as a result of legal action, regardless of who initiates the law suit, and that the same shall become a part of the lien against said Property.

12. This agreement, or any attachment to this agreement, may be amended only by a writing executed by the parties hereto, or their respective successors and assigns.

13. Any notice or demand for payment 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 addresses listed on Page 3 of this agreement either for the Owner or the County. 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 COUNTY:

Department of Public Works

Attn: Stormwater Program Manager

1010 Tenth Street

Suite 4204

Modesto, CA 95354

IF TO OWNER:

_____

_____

_____

_____

_____

IN WITNESS THEREOF, the parties hereto have affixed their signatures as of the date first written above.

COUNTY OF STANISLAUS:

By:_____
David A. Leamon, PE, Public Works Director

Approved as to form:
Thomas Boze, County Counsel

By:_____

Donya Nunes, Deputy County Counsel

Approved as to sufficiency:

By:_____

Amber Minami, Stormwater Program Manager

Name of Development: _____

_____

By:_____
(signature)

Print Name _____

Title _____

By:_____
(signature)

Print Name_____

Title_____

EXHIBIT A

(Legal Description of Property)

EXHIBIT B

(Property Map)

Diagram the location of the treatment facilities on Property Map

EXHIBIT C

(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