

Appendix G

Maintenance Agreement Regarding Maintenance of Structural or Treatment Control Best Management Practices (BMPs)

for: Address _____ APN# _____

I, _____, being the owner of the real property, APN No. _____, which is located at _____, Santa Cruz, California, consent and agree to inspect and maintain any and all structural or treatment control Best Management Practices (BMPs) a minimum of once per year prior to **October 1** on the subject property. The structural or treatment control BMPs on the subject property include(s):

I agree to send a letter that provides proof of inspection and maintenance to the City of Santa Cruz Department of Public Works prior to December 1 of each year. Proof of inspection and maintenance shall include a log of inspection and maintenance dates for the past year, and receipts if conducted by a hired service. The log should also indicate any significant observations or repairs made. **The proof of inspection and maintenance should be sent to: Environmental Projects Analyst, Department of Public Works, City of Santa Cruz, 809 Center Street, Room 201, Santa Cruz, CA 95060.**

In the event that the property is sold, transferred, or leased, the obligations hereby imposed on the property owner shall be assumed by subsequent property owners and lessees. To this end, property owner, in any deed transferring an ownership interest in the property or in any lease agreement for the property, shall include a term by which the subsequent property owner or lessee acknowledges his or her understanding of the obligations imposed by this agreement and expressly agrees to accept and assume responsibility for complying with all said obligations imposed by this agreement.

In addition, I will provide printed information to the new property owner or lessee regarding proper BMP inspection and maintenance frequency and methods. The information shall accompany the first deed transfer. This information shall include the following:

- (1) a description of any and all storm water structural or treatment control BMPs;
- (2) a map of the property indicating the BMP locations; and
- (3) a description of how inspections and necessary maintenance can be performed.

The transfer of this information shall also be required with any subsequent sale of the property.

Failure to comply with the provisions of this Maintenance Agreement may result in enforcement actions including assessment of civil penalties as allowed by the City's Municipal Code, Chapter 16.19.190 Administrative Remedies.

I have read the above agreement and understand it.

Owner Name: _____

Signature: _____

Date: _____

Owner Address: _____

Phone: _____

Email: _____