

Recording Requested by  
and When Recorded Return To:  
MONTEREY COUNTY WATER  
RESOURCES AGENCY  
PO Box 930  
Salinas, CA 93902

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**AGREEMENT RE: DRAINAGE AND FLOOD CONTROL SYSTEMS**

THIS AGREEMENT is made and entered into by and between \_\_\_\_\_  
("Developer"), and the Monterey County Water Resources Agency ("Agency"), a statutorily created  
California public agency.

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in Monterey County,  
California, described in Exhibit "A" attached hereto and made a part hereof ( \_\_\_\_\_ );

WHEREAS, an application for subdivision of the Subdivision was filed with the County of  
Monterey;

WHEREAS, on \_\_\_\_\_, the Board of Supervisors of the County of Monterey  
approved a tentative subdivision map for the Subdivision under the name of  
\_\_\_\_\_ subject to certain conditions stated in Minor Subdivision Committee  
Resolution \_\_\_\_\_ dated \_\_\_\_\_;

WHEREAS, Condition Number \_\_\_\_\_ of said Resolution provides as follows:

If the homeowners' association after notice and hearing fails to properly maintain,  
repair or operate the drainage and flood control facilities in the project, Monterey  
County Flood Control and Water Conservation District shall be granted the right by  
the property owner to enter any and all portions of the property, and to perform the  
repairs, maintenance or improvements necessary to properly operate the drainage and  
flood control facilities in the project. The Flood Control District shall have the right to  
collect the cost for said repairs, maintenance or improvements from the property  
owners upon their property tax bills. A hearing shall be provided by the Board of  
Supervisors as to the appropriateness of the cost. An agreement to this effect shall be  
entered into concurrent with filing of the final map of the first phase of the subdivision.

WHEREAS, the Monterey County Flood Control and Water Conservation District is now known as the Monterey County Water Resources Agency;

WHEREAS, Developer has agreed to the imposition of the foregoing condition and is ready, willing, and able to comply therewith;

NOW, THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

1. Homeowners' Association. Developer shall cause to form a homeowners' association under the name of \_\_\_\_\_ Home Owners Association ("the Association"). As set forth in the Declaration of covenants, conditions and restrictions for the \_\_\_\_\_ Subdivision, the Association shall have the obligation to maintain, repair and improve Association property and the power to maintain, repair, and improve certain private property in the Subdivision in the event the owner thereof fails to do so.

2. Maintenance of Drainage and Flood Control Systems. The Association shall be responsible for properly maintaining, repairing, improving, and operating the drainage and flood control systems located within \_\_\_\_\_ Subdivision in the event the individual lot owners of the lot(s) in which the improvements are located fails to do so. In the event of a private lot owner's failure to properly maintain, repair, operate, or improve the drainage and flood control system located on his property, the Association shall perform or cause to be performed the necessary work, at that owner's cost. The process by which inspections, maintenance, repairs and improvements are to be made is as follows:

a. An annual inspection of all drainage and flood control systems within the \_\_\_\_\_ Subdivision shall be performed by a private engineer employed by the Association. A written report of the inspection shall be delivered to the Agency for review and approval no later than August 15 of each year.

b. The Agency, after reviewing the inspection report, may elect to conduct its own inspection of the drainage facilities within the \_\_\_\_\_ Subdivision. Prior to any such inspection, the Agency shall give the property owner prior written notice of its desire for an on-site inspection.

c. If the on-site inspection reveals deficiencies in the drainage and flood control systems, the Agency shall give written notice to the Association and the property owner setting forth the deficiencies found, the actions required to correct those deficiencies and the date by which those corrective actions must be taken, which shall be no sooner than fifteen (15) days after the notice date.

d. If the property owner fails to take the required corrective actions within the time allowed, the Agency shall give written notice to the property owner and the Association informing the property owner of its right to a hearing before the Board of Supervisors regarding the necessity of the work and stating the estimated costs of the work. The hearing shall be held not less than five (5) days before the Agency begins the repair, maintenance or improvement work. The property owner may participate in the hearing orally or in writing, by itself or through a representative.

e. If the Agency has complied in good faith with the provisions above set forth, and a determination has been made at the hearing that the corrective actions are required, that it shall have the right to enter any and all portions of the Subdivision to perform the necessary maintenance, repair or improvement work. Upon completion of that work, the Agency shall advise the property owner, in writing, of the actual costs of that work. The property owner shall have the right to contest the costs of work by a hearing before the Board of Supervisors.

f. The Agency shall have the right to collect from the owners of the lots in the \_\_\_\_\_ Subdivision upon which lots the work was performed the costs for such work

approved by the Board of Supervisors at the hearing. The costs shall be added to the property tax bills of the particular lot owners.

All notices shall be in writing and shall be given by any method reasonably calculated to give actual notice. If the notice is given by mail, it must be sent first-class, postage prepaid.

3. Recording. The parties or either of them shall cause this agreement to be recorded concurrently with the filing of the final map for the subdivision in the Official Records of the Monterey County Recorder, California.

4. Binding Effect. This Agreement inures to the benefit of, and is binding on, the parties and their respective successors and assigns.

5. Entire Agreement. This Agreement contains the entire agreement among the parties respecting the matters set forth, and supersedes all prior agreements between the parties respecting these matters

6. Severability. In the event that any provision of this Agreement is found to be invalid or unenforceable, such determination shall not affect the validity and enforceability of any other provision of this Agreement.

