

When recorded, mail to:  
Monterey County Water Resources Agency  
PO Box 930  
Salinas, CA 93902

---

## ROAD AND DRAINAGE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between the County of Monterey (“County”), a political Subdivision of the State of California, and \_\_\_\_\_, (“Developer”), with respect to the following facts and circumstances:

- A. Developer is the owner of certain real property located in Monterey, California, commonly known as the \_\_\_\_\_ Subdivision, and more particularly described in Exhibit “A” hereto, and made a part hereof (“the property”).
- B. On \_\_\_\_\_, 200\_\_. Developer filed with County an application for subdivision of the property.
- C. On \_\_\_\_\_, 200\_\_ County’s Board of Supervisors approved a tentative/parcel map for the \_\_\_\_\_ Subdivision subject to certain conditions, including the following:

Prior to the conveyance of any lots in the subdivision, developer shall have the sole responsibility for the care, maintenance, and repair of road and drainage improvements installed as a condition of approval of the subdivision. Upon each conveyance of each lot in the subdivision, developer shall be jointly obligated with the succeeding owners to perform such obligation pro rated on the basis of the remaining number of lots still owned by the developer. Developer’s obligation shall cease upon the conveyance of the last lot in the subdivision. Prior to filing the final map, a copy of a signed and notarized *Road and Drainage Maintenance Agreement* shall be provided to the Water Resources Agency for approval. The agreement shall be recorded concurrently with the final map.

D. 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, County and Developer hereby agree as follows:

1. Responsibility for Initial Maintenance. Prior to the sale of any lots within the Subdivision, Developer shall have sole responsibility for the care, maintenance, and repair of the road and drainage improvement and facilities (including road surfaces, culverts, detention/retention ponds, sediment traps, catch basins, and other improvements, if any) required to be installed in connection with the approval of the Subdivision as more particularly shown in Exhibit "B" attached hereto and made a part hereof.
2. Responsibility of Subsequent Owner(s). Upon the conveyance of each lot by Developer, each new owner shall succeed, jointly with Developer and other owners, to the care, maintenance, and repair responsibilities of the road and drainage improvements delineated in Exhibit "B". Upon Developer's conveyance of the last lot in the Subdivision, such responsibilities shall be solely those of the successor owners.
3. Determination of Annual Assessment for Each Owner. At least sixty (60) days prior to the commencement of each fiscal year, Developer and/or successor owners shall meet in good faith and decide on the amounts to be assessed each owner for the care, maintenance, and repair of road and drainage improvements shown in Exhibit "B". The amount assessed each lot owner shall be in proportion to the number of lot(s) owned by Developer and/or successor owners and shall be decided by a majority vote of the Developer and/or successor owners. The annual assessment, together with interest, costs of collection, and reasonable attorney's fees, shall thereafter be a charge on each property and shall be a continuing lien upon each lot against which each assessment is made.
4. Joint Obligation. The responsibility for care, maintenance, and repair of road and drainage improvements in the Subdivision delineated in Exhibit "B" shall be the joint and several personal obligation of each and every owner of a lot in the

Subdivision. The owners shall assume and share an equal portion of the costs of such obligation. The failure of an owner to utilize the lot, or the abandonment thereof, shall not relieve the owner from the personal obligation to pay that owner's fair share.

5. Failure to Maintain. In the event the Subdivision's road and drainage improvements are not properly maintained or repaired, the County may, at its option, perform the work upon giving thirty (30) days advance written notice to each lot owner in the Subdivision. The notice shall inform the lot owners of their right to a hearing before the Board of Supervisors regarding the necessity of work and the estimated costs of the work. The hearing shall be held not less than five (5) days before the County begins the repair, maintenance, or improvement work. The lot owners may participate in the hearing orally or in writing. If the County has complied in good faith with the notice provisions of this Section, then it shall have the right to enter any and all portions of the property to perform the necessary maintenance, repair, or improvement work. Upon completion of that work, the County shall advise the lot owners, in writing, of the actual costs of that work. The lot owners shall have the right to contest the cost of work at a noticed public hearing before the Board of Supervisors. Thereafter the County shall have the right to collect from the property owners upon their tax bills the costs of such maintenance and repair.

6. Specific Performance. Developer and County acknowledge that the obligations of Developer and the succeeding owners of the lots in the Subdivision are unique and that, in the event of a breach of this Agreement by Developer or any successor owners, the remedy of damages may be inadequate to fulfill the purpose of this Agreement. Therefore, the parties agree that in addition to any other remedies available to any party to this Agreement, the remedy of specific performance shall likewise be available against the party in breach of this Agreement.

7. Indemnification. Developer and succeeding property owners shall defend, indemnify, and hold County harmless in any action brought in which (a) the authority of County to enter into this Agreement or the validity of this Agreement is challenged or (b) the alleged basis for liability on the part of County is the failure of County to

take action to enforce the obligations of any party to this Agreement or the inadequacy of the County's action in the performance of its obligations under this Agreement.

8. Binding Effect. This Agreement inures to the benefit of, and is binding on, the parties and their respective successors and assigns. The covenants contained herein shall run with the land which is the subject of this Agreement.

9. 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.

10. 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.

11. Recordation. Upon execution of this Agreement, Developer shall cause recordation thereof with the County Recorder's office. Thereafter, a copy of this Agreement shall be attached to the Deed or any instrument of conveyance for each property in the Subdivision.

IN WITNESS WHEREOF, Developer and Agency have executed this Agreement on the day and year set opposite their respective signatures.

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

DEVELOPER

\_\_\_\_\_

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

MONTEREY COUNTY WATER RESOURCES

By \_\_\_\_\_  
Chairman, Board of Supervisors "Agency"

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.

Signature \_\_\_\_\_ (Seal)

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.

Signature \_\_\_\_\_ (Seal)

Legal Reference for Acknowledgment by County Official:  
Civil Code Sections 1181, 1184, 1185, 1188, 1189 Code of Civil Procedure Section 2012

APPROVED AS TO FORM:  
County Counsel

By \_\_\_\_\_