

RECORDING REQUESTED BY and for the BENEFIT OF:

(rev. 05-21)

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DECLARATION OF COVENANTS (Device Maintenance and Access)

THIS DECLARATION OF COVENANTS ("Declaration") is executed as of _____
20____, by _____
a _____, (hereinafter the "Declarant")
with reference to the following facts:

A. Declarant is the owner of that certain real property, commonly referred to as Assessor's Parcel Number ("APN") _____, and more particularly described in Exhibit "A" and the plat thereof on Exhibit "B," attached hereto and incorporated by reference herein (hereinafter, the "Subject Property"). Subject Property is located within the County of Sacramento, California, a political subdivision of the State of California (hereinafter, "Sacramento County"). The property owner may, in writing, duly authorize an agent to execute this document on his/her/its behalf.

B. At the time of Sacramento County's initial approval of the development project known as

wherein the Subject Property is located, Sacramento County required installation of onsite control measures to minimize pollutants in urban runoff and/or California State Water Resources Control Board required installation of trash treatment control device to minimize trash reaching waterways.

C. Declarant has chosen to install _____

hereinafter referred to as the “Device,” as the on-site control measure to minimize pollutants in urban runoff and/or trash treatment control device to minimize trash reaching waterways.

D. The Device will be installed in accordance with plans and specifications accepted by Sacramento County.

- E. The Device, being installed on private property and draining only private property, is a private facility, and all maintenance or replacement of the Device is the sole responsibility of the Declarant in accordance with the terms of this Declaration.
- F. The Declarant is aware that periodic and continuous maintenance, including, but not necessarily limited to, filter material replacement and sediment removal, is required to assure peak performance of the Device in accordance with the maintenance procedures prepared for the Device which maintenance procedures are attached hereto as Exhibit "C" and incorporated herein.
- G. Maintenance of the Device 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.
- H. In the event a Device failure results in pollutants being discharged into the County storm drain system, the Declarant shall be responsible for all costs of cleanup. The terms 'pollutants' and 'County storm drain system' are used herein as defined in Sacramento County Code Chapter15.12.

NOW THEREFORE, in consideration of the foregoing benefits, as well as the benefits obtained by the Declarant and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, Declarant hereby declares as follows:

1. **Covenant Running with Land.** The Declarant does hereby covenant that the burdens and benefits herein made and undertaken shall constitute covenants running with the Subject Property and constitute an encumbrance on said Subject Property which shall bind successors.
2. **Declarant Responsibility to Maintain:** Declarant, its successors or assigns, shall at all times maintain the Device in accordance with requirements stated in Exhibit "C" and in a manner assuring the Device's peak performance at all times. All reasonable precautions shall be exercised by Declarant and Declarant's representatives in the removal and extraction of material(s) from the Device. Disposal of the material(s) shall be performed in a manner consistent with all relevant laws and regulations in effect at the time of removal. For a time period of the most recent three (3) years, Declarant shall maintain written documentation verifying all material(s) removed from the Device, including identifying the material(s) removed, quantity, and manner and place of disposal thereof. Such documentation shall be provided to Sacramento County annually by May 1.
3. **Failure to Maintain:** In the event Declarant, or its successors or assigns, fails to maintain the Device as required by this Declaration, after thirty five (35) days written notice thereof, Sacramento County may and is hereby authorized to cause, at the Declarant's expense, any and all maintenance to the Device necessary under the requirements specified in Exhibit "C." In addition to the actual costs of such maintenance, the Declarant shall reimburse Sacramento County for an additional fifteen percent (15%) thereof to cover costs of administration. All such actual and administrative costs shall accrue interest from the date incurred by Sacramento County at the maximum rate authorized by law until paid in full. In

addition, failure to maintain the Device as required may result in enforcement actions consisting of administrative civil penalties (SCC § 15.12.560) and or criminal penalties (SCC § 15.12.570). The notice provided herein shall be effective on the date sent by Fed Ex, UPS, DHL, or other reputable private delivery or courier service to the record owner of the Subject Property as shown on the last equalized assessment roll.

4. **Security:** If the Declarant fails to maintain the Device as required by the standards specified in Exhibit "C", Sacramento County may require the Declarant, at the Declarant's sole cost, to post security in a form, for a time period, and in an amount satisfactory to Sacramento County, to guarantee the Declarant's performance of the obligations set forth herein. Should the Declarant fail to perform the obligations under this Declaration, Sacramento County may realize against said security, and in the case of a cash bond, act for the Declarant using the proceeds from it, or in the case of a surety bond, require the sureties to perform the obligations of this Declaration. Said security shall be available to Sacramento County to satisfy the Declarant's reimbursement obligation under paragraph 3.

5. **Access by County:** Declarant grants Sacramento County or the County's designee the unrestricted right of access to the Device, including its immediate vicinity as well as ingress and egress to and from said Device over Subject Property, at any time, upon twenty-four (24) hour advance notice in writing, of any duration for the purpose of inspection, sampling and testing of the Device. Sacramento County shall make reasonable efforts at all times to minimize or avoid interference with Declarant's use of the Subject Property.

6. **Successors and Assigns Bound:** Declarant hereby agrees and acknowledges that maintenance of the Device as set forth herein, the costs of Device maintenance, Sacramento County's access to the Device, Sacramento County's rights of ingress and egress to the Device, and Sacramento County's rights to recovery of costs if Declarant fails to maintain the Device are a burden and restriction on the use of the Subject Property. The provisions of this Declaration shall be enforceable as an equitable servitude and as conditions, restrictions and covenants running with the land, and shall be binding upon the Declarant and upon each and all of its respective heirs, devisees, successors, and assigns, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries and administrators, and upon any future owners of the Subject Property and each of them.

7. **Enforcement:** It is the express intent of the Declarant that the terms and provisions of this Declaration shall be enforceable as an equitable servitude. To the extent necessary to do so, Declarant and its successors and assigns hereby confer and assign rights to enforce the terms and conditions of this Declaration to Sacramento County.

8. **Recording of Agreement:** This Declaration shall be recorded in the Office of the Recorder of Sacramento County, California and shall constitute notice to all successors and assigns of the title to the Subject Property of the rights and obligations herein set forth.

9. **Amendment:** This Declaration may be amended by Declarant, but only if in writing, and only after written approval of Sacramento County.

10. **Authority To Execute:** Each person executing this Covenant represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Covenant for or on behalf of the parties to this Covenant. Each signatory represents and warrants that the execution and delivery of the Covenant and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year written above.

DECLARANT:

By:

Print Name:

Its:

[attach]

DECLARANT'S ACKNOWLEDGEMENT

Exhibit A Legal Description of Subject Property

Exhibit B Plat of Subject Property (with device locations)

Exhibit C Device Maintenance Requirements