

RECORDING REQUESTED BY and for the BENEFIT OF:

NAME Sacramento County
Department of Water Resources
MAILING ADDRESS 827 7th Street, Rm. 301
CITY, STATE Sacramento, CA 95814
ZIP CODE
INTEROFFICE MAIL: Mail Code 01-301

**NO FEE DOCUMENT
Gov. Code § 6103**

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**DECLARATION OF COVENANTS
(Provisional Device Monitoring, Maintenance and Access)**

THIS DECLARATION OF COVENANTS (“Declaration”) is executed as of _____,
201____, by _____
a _____, (hereinafter the “Declarant”) with reference to the following facts:

A. Declarant is the owner of that certain real property, located within the County of Sacramento, California (hereinafter, “Sacramento County”), 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”).

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.

C. Declarant has chosen to install a _____
hereinafter referred to as the “Device,” as the on-site control measure to minimize pollutants in urban runoff.

D. The Device is provisionally accepted by Sacramento County for installation on the Subject Property in satisfaction of the Declarant’s obligation to minimize pollutant run-off from the Subject Property provided the Device is monitored as herein provided in accordance with the monitoring requirements stated in Exhibit “D” attached here to and incorporated herein.

E. The Device has been installed in accordance with plans and specifications accepted by Sacramento County.

F. 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.

G. 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.

H. 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.

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 the requirements stated in Exhibit "C" and Declarant shall use its best efforts to maintain the Device in a manner assuring its 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 is subject to review by Sacramento County from time to time upon request.

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 (30) 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 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 U.S. Mail, registered or certified mail, to the record owner of the Subject Property as shown on the most recent tax roll.

4. **Declarant's Responsibility to Monitor:** Declarant, its successor and assign, shall at all times, monitor the Device as specified in Exhibit "D".

5. **Failure to Monitor**: In the event Declarant, or its successors or assigns, fails monitor the Device as required, after thirty (30) days written notice thereof by Sacramento County, Sacramento County shall be authorized to cause, at Declarant's expense, any and all monitoring of the Device necessary under the requirements specified in Exhibit "D". In addition to the actual costs of such monitoring, the Declarant shall reimburse Sacramento County for an additional fifteen percent (15%) thereof to cover costs of administration. Such costs shall accrue interest from the date incurred by the County at the maximum rate authorized by the law until paid in full. The notice provided herein shall be effective on the date sent by U.S. Mail, first class postage prepaid to the record owner of the Subject Property as shown on the most recent tax roll.

6. **Security**: If the Declarant fails to maintain the Device as required to the standards specified in Exhibit "C", or fails to monitor the Device as required by Exhibit "D", then 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, then 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 paragraphs 3 and 5, hereof.

7. **Access by County**: Declarant grants Sacramento County or the County's designee the unrestricted right of access to the Device, including its immediate vicinity, and including ingress and egress to and from said Device, 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.

8. **Successors and Assigns Bound**: Declarant hereby agrees and acknowledges that maintenance and monitoring of the Device as herein above set forth and the costs of maintenance and monitoring, Sacramento County's access to the Device, and Sacramento County's rights of ingress and egress to the Device and recovery of costs if Declarant fails to maintain and monitoring the Device as herein set forth, 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 an 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.

9. **Enforcement**: It is the express intent of the Declarant that the terms and provisions of this Declaration shall be enforceable as an equitable servitude by Declarant. 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.

10. **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.

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

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

.....DECLARANT:

By: _____

Its: _____

[attach]

DECLARANT’S ACKNOWLEDGEMENT

- Exhibit “A” Legal Description of Subject Property
- Exhibit “B” Plat of Subject Property
- Exhibit “C” Device Maintenance Requirements
- Exhibit “D” Device Monitoring Requirements