

RECORDING REQUESTED BY:

City and County of San Francisco

WHEN RECORDED

RETURN TO:

San Francisco Public Utilities Commission Water Enterprise
525 Golden Gate Avenue
San Francisco, CA 94102
Attn: Green Infrastructure Grant Program
APN (Block/Lot No.)
Address:

(Space above this line reserved for Recorder's use only)

DECLARATION OF DEED RESTRICTIONS

[Property Address]

This Declaration of Deed Restrictions ("Declaration") is entered into this **DATE** by and between the City and County of San Francisco (the "City"), acting by and through its Public Utilities Commission (the "SFPUC") and **NAME OF GRANTEE** (the "Grantee"), the owner of certain real property at **STREET ADDRESS** (the "Property"), described in the Legal Description (Exhibit A to this Declaration), on which the Grantee intends to design and install a stormwater control and treatment project that will reduce runoff into the City's sewer system (the "Project").

RECITALS

- A. [RECITAL FOR COMMISSION APPROVAL OF GRANT PROGRAM]
- B. The SFPUC is awarding a grant (the "Grant") to Grantee for the purpose of funding the design and installation of the Project. The Grant is evidenced by, among other documents, an agreement between the SFPUC and Grantee dated as of <<**INSERT EFFECTIVE DATE OF GRANT AGREEMENT**>>, as it may be amended from time to time ("Grant Agreement"). The Grant Agreement is incorporated by reference in this Declaration as though fully set forth herein. Definitions and rules of interpretation set forth in the Grant Agreement apply to this Declaration.
- C. Pursuant to the Grant Agreement, and for good and valuable consideration of the Grant Funds received, Grantee has agreed to operate and maintain the Project for twenty (20) years, which is reasonably related to the useful life of the stormwater control infrastructure installed.

DEED RESTRICTION AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby covenants and agrees as follows:

1. Grantee shall operate and maintain the Project as outlined in the *Green Infrastructure Grant Program Rules*, attached hereto as Exhibit B, and the Grant Agreement for a period of twenty (20) years. This obligation shall commence on the Effective Date, as defined in Section 3.1 of the Grant Agreement, and end twenty (20) years after the Project Completion Date, as defined in Section 1.1 of the Grant Agreement, at 11:59 p.m. Pacific Standard Time. Grantee may take the Project out of service for brief periods necessary to conduct repairs or replacements.
2. This Declaration constitutes a covenant running with the land pursuant to California Civil Code Section 1460 *et seq.* and shall be binding on the Grantee, and their respective heirs, successors and assigns. Any reference to the Grantee in this Declaration and the Grant Agreement shall include successor owners of all or any part of the Property and all rights and obligations of the Grantee shall accrue to and be imposed upon any and all successor owners of the Property.

Without limiting the foregoing, the Grantee further agrees that whenever the Property is sold, conveyed or otherwise transferred to a person or entity (each, a "Transferee"), Grantee shall: (a) notify the Transferee of this Deed Restriction Agreement, and provide to the Transferee, not later than ten (10) business days before the date of transfer, a copy of this Deed Restriction Agreement and the Grant Agreement, and any modifications to the Grant Agreement, and any other material correspondence between City and the Grantee; and, (b) notify the City that the Property has been sold, conveyed or otherwise transferred to the Transferee(s) no later than ten (10) business days after the date of the transfer.

In the event that the Grantee wishes to release any portion of the Property from the terms of this Deed Restriction Agreement, in connection with a subdivision or otherwise, then Grantee shall notify the SFPUC of the proposed release and related transaction, including such terms as are necessary to ensure that the Grantee's obligations under this Deed Restriction Agreement and the Grant Agreement will be satisfied with respect to the entire Property. Any such release will be subject to the review and written approval of the SFPUC General Manager, or his or her designee, and shall be recorded against the portion of the Property that is released.

3. In the event that the Grantee fails to comply with its operation and maintenance obligations, as specified in Section 1 of this Deed Restriction Agreement, to the SFPUC's satisfaction, the SFPUC, at its sole option, may exercise any rights available at law or in equity, by statute, or otherwise including, but not limited to, the remedies available to the SFPUC specifically identified in the Grant Agreement upon an Event of Default. Grantee shall pay the City's costs in connection with the City's enforcement of the terms of this Deed Restriction Agreement, including, without limitation, the City's attorney's fees and costs.
4. Neither this Declaration nor this Deed Restriction Agreement shall be amended, except by written agreement signed by Grantee and the SFPUC and recorded against the Property in the official records of the City's Office of the Assessor-Recorder.

The person signing below represents that she/he has the right to make this Declaration, executed as of the date first written above

GRANTEE:

Signature: _____

Printed Name: _____

Title: _____

The Grantee's signature must be acknowledged by a notary public before recordation; add Notary Public Certification(s) and Official Notarial Seal(s).

EXHIBIT A

(Legal Description of the Property)

THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, AND STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

EXHIBIT B
(Green Infrastructure Grant Program Rules)