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| RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:  Director of Property Real Estate Division City and County of San Francisco 25 Van Ness Avenue, Suite 400 San Francisco, California 94102  With a conformed copy to:  San Francisco Public Utilities Commission Real Estate Services Division 525 Golden Gate Avenue, 10th Floor San Francisco, California 94102 Attention: Real Estate Director |  |
| The undersigned hereby declares this instrument to be exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg. Code § 1105) |

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

APNs:

Block [], Lots []

Address: []

## DECLARATION OF DEED RESTRICTIONS

**[Property Address]**

This Declaration of Deed Restrictions (“**Declaration**”) is made this \_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_ by [Property Owner Name][, entity state/type if not an individual] (“**Declarant**”).

**RECITALS**

1. Declarant owns that certain real property located at [Address], which is described more fully in the attached **Exhibit A** (the “**Property**”), on which a stormwater control and treatment project will be installed that will reduce runoff into City and County of San Francisco’s (“**City**”) sewer system (the “**Project**”).
2. On November 13, 2018, by Resolution No. 18-0189, the SFPUC established a Green Infrastructure Grant Program to offer grants for properties in San Francisco containing large impervious surfaces to deliver cost-effective stormwater management and enhance the performance of City’s sewer system.
3. On [DATE], the SFPUC received a grant application to fund green infrastructure components of the proposed Project to be constructed on the Property.
4. By letter dated [DATE], City, through the SFPUC, awarded a grant in the amount of up to $[AMOUNT] (the “**Grant**”) to fund the design and installation of the Project. The Grant is evidenced and governed by, among other documents, an agreement between the SFPUC, Declarant, and Grantee dated as of [DATE] (as it may be amended from time to time, the “**Grant Agreement**”). The Grant Agreement is incorporated by reference in this Declaration as though fully set forth. Definitions and rules of interpretation set forth in the Grant Agreement apply to this Declaration.
5. Pursuant to the Grant Agreement, and for good and valuable consideration of the Grant Funds received and improvements to the Property, Declarant and Grantee has/have agreed to operate and maintain the Project for twenty (20) years, which is reasonably related to the useful life of the stormwater control infrastructure to be installed on the Property pursuant to the Project, and Declarant desires to impose certain restrictions for the benefit of each and every parcel in the Property.
6. The City is intended to be a third-party beneficiary of this Declaration, such that the written consent of the General Manager of the SFPUC shall be required for the modification, revocation, or termination of the restrictions imposed herein.

**DECLARATION OF DEED RESTRICTIONS**

NOW THEREFORE, Declarant hereby declares that all the Property is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, reservations, rights, conditions, and covenants, all of which are imposed as equitable servitudes upon the Property. All of the limitations, restrictions, reservations, rights, conditions, and covenants in this Declaration shall run with and burden the Property, and shall be binding on and for the benefit of all of the Property, any portion of it, and any interest in it, and all persons having or acquiring any rights, title, or interest in the Property, any portion of it, and any interest in it, and their successors, heirs, and assigns:

1. Declarant and Grantee shall operate and maintain the Project as outlined in the Grant Agreement and shown in the Stormwater Control Project Site Plan, attached as **Exhibit B**, for a period of twenty (20) years (the “**Term**”), commencing on the “**Project Completion Date**” (defined in Section 1.1 of the Grant Agreement) and expiring on the twentieth (20th) anniversary of the Project Completion Date.During the Term,Declarant may take the Project out of service only for brief periods as necessary to conduct repairs or replacements.
2. Without limiting the foregoing, if the Property is ever sold, conveyed, or otherwise transferred during the Term to a person or entity (each, a “**Transferee**”), Declarant shall:
   1. notify the Transferee of this Declaration, and provide to the Transferee, not later than ten (10) business days before the date of transfer, a copy of this Declaration and the Grant Agreement, and any modifications to the Grant Agreement, and any other material correspondence between City, Declarant, and Grantee relating to the Property; and
   2. notify City that the Property has been sold, conveyed, or otherwise transferred to the Transferee no later than ten (10) business days after the date of the transfer. Notice shall be given to City by certified mail – return receipt requested to:

Director of Property  
Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94102

San Francisco Public San Francisco Public Utilities Commission  
525 Golden Gate Ave, 13th Floor  
San Francisco, CA 94102  
Attn: General Manager

1. The City is intended to be a third-party beneficiary of this Declaration, with the right to consent to any modification or revocation and the right and authority, at its sole option, to enforce its provisions, provided, however, that the City shall have no liability with respect to the condition of the Property.
2. If, during the Term, Declarant wishes to release any portion of the Property from the terms of this Declaration, in connection with a subdivision or otherwise, then Declarant shall notify City of the proposed release and related transaction, including such terms as are necessary to ensure that Declarant’s obligations under this Declaration 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 their designee, and shall be recorded against the portion of the Property that is released.
3. In the event that, during the Term, Declarant fails to comply with its operation and maintenance obligations, as specified in **Section 1** of this Declaration, to City’s satisfaction, at its sole option, City may exercise any rights available at law or in equity, by statute, or otherwise including, but not limited to, the remedies available to City specifically identified in the Grant Agreement upon an Event of Default. Declarant shall pay City’s costs in connection with City’s enforcement of the terms of this Declaration, including, without limitation, City’s reasonable attorney’s fees and costs. For purposes of this Declaration, City’s reasonable attorneys’ fees shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding City’s use of its own attorneys.
4. Each and all of the foregoing covenants, conditions, and restrictions (i) shall run with the land; (ii) shall be binding upon, and shall inure to the benefit of, Declarant, each owner, and any person having or acquiring any interest in any portion of the Property, and all of their respective successive owners and assigns; and (iii) shall be binding upon, and shall inure to the benefit of, the Property and each Parcel thereof, and every portion thereof and interest therein.
5. This Declaration may not be modified, revoked, or terminated without the written agreement signed by Declarant, approved by City in writing, and recorded against the Property in the official records (the “**Official Records**”) of City’s Office of the Assessor-Recorder.
6. This Declaration, together with **(a)** any of its exhibits, attachments, or inclusions by reference and **(b)** the Grant Agreement, constitutes the entire agreement on the subject matter of this Declaration, and, except for the Grant Agreement, this Declaration supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, concerning the subject matter of this Declaration.
7. Upon expiration of the Term or the parties’ mutual agreement to sooner terminate this Declaration, City shall execute any appropriate instrument requested by Declarant to remove this Declaration from the Official Records.

[Signatures on following page]

[The person executing this Declaration on behalf of Declarant does hereby covenant and warrant that Declarant is a duly formed and existing [entity state and type], that Declarant has full right and authority to enter into this Declaration, and that the person signing on behalf of Declarant is authorized to do so.] OR [The person signing below represents that they have the right to make this Declaration, executed as of the date first written above.]

## DECLARANT:

## [NAME]

Signature:

Printed Name:

Title:

**Declarant’s signature must be acknowledged by a notary public before recordation; add Notary Public Certification(s) and Official Notarial Seal(s).**

**APPROVED**:

**CITY AND COUNTY OF SAN FRANCISCO**,

a municipal corporation

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SARAH MINICK

Urban Watershed Planning Division Manager

San Francisco Public Utilities Commission

**ACKNOWLEDGMENT**

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| **A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.** |

State of California )  
 ) ss  
County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(insert name and title of the officer)

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)

**ACKNOWLEDGMENT**

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| **A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.** |

State of California )  
 ) ss  
County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(insert name and title of the officer)

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)

**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**

**(**Stormwater Control Project Site Plan)

[attached]