

RECORDED AT THE REQUEST OF, AND
WHEN RECORDED, RETURN TO:

County of Sonoma
Permit and Resource
Management Department
Well & Septic Section
2550 Ventura Avenue
Santa Rosa, CA 95403

Recording fees waived pursuant to Government Code 27383
NO TRANSFER TAX DUE PURSUANT TO R&T SEC. 11922 - Easement Benefiting Government Agency
Exempt from SB2 fee per GC 27388.1 (a) (2); executed or recorded by a government agency

OPERATIONAL PERMIT EASEMENT

PREAMBLE

This operational permit easement agreement is made this

_____ day of _____, 20____, by and between

_____ ,

hereinafter referred to as "Grantor" and **County of Sonoma**, hereinafter referred to as "Grantee".

RECITALS

WHEREAS, Grantor is the owner of certain real property commonly known as

Address (street, city, state) _____ , and

Assessor's Parcel Number _____ ,

in an unincorporated area of Sonoma County, State of California, hereinafter referred to as the "Servient Tenement" or "Property" and described as Exhibit "A" attached:

EXHIBIT "A"

(Attach full legal description and the Assessor's Parcel Number)

WHEREAS, pursuant to Chapter 24 of the County Code, Grantor has filed an Application for a Private Sewage Disposal Permit for an onsite wastewater treatment system (OWTS);

WHEREAS, in addition to a sewage permit, Section 24-33 of the County Code requires an operational permit (OPR) for non-standard OWTS and for standard OWTS for which monitoring is required;

WHEREAS, Section 24-33 of the County Code requires a right of access for an operational permit;

WHEREAS, Grantor seeks permission to construct and use a non-standard OWTS or for standard OWTS for which monitoring is required, which falls under Section 24-33;

WHEREAS, Grantee is willing to permit such an OWTS on the Servient Tenement, provided that Grantor provides the required rights of access to inspect and monitor required by the County Code;

NOW, THEREFORE, it is agreed as follows:

GRANT OF EASEMENT

1. For valuable considerations, the sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee an easement as hereinafter described.

CHARACTER OF EASEMENT

2. The easement granted herein is for the use described below, as well as for the purposes of ingress and egress pertaining to the use described below.

DESCRIPTION OF EASEMENT

3. The easement granted herein is a right to come onto the Property of Grantor and for Grantee to bring employees, associates, and agents, and/or employees of the Regional Water Quality Control Board, onto the Property more fully described in Exhibit "A" attached hereto and incorporated herein by reference. This right is conveyed solely to the extent necessary to and for the purpose described in Paragraph 5 below.

LOCATION

4. The easement granted herein is located as follows on the entire Servient Tenement as described in Exhibit "A", to the extent necessary to perform the purpose described in Paragraph 5 below.

USES BY GRANTEE

5. The easement granted herein includes the following use of the Servient Tenement: To come onto the Servient Tenement solely and to the extent necessary for the purpose of observing, testing, sampling, placing, and removing of test devices and evaluating and monitoring Grantor's OWTS. Said activity shall be permitted on Servient Tenement only during normal business hours. Grantee shall attempt to provide verbal or written notification prior to coming onto the Servient Tenement.

COOPERATION

6. Grantor agrees to reasonably cooperate in providing the access required by this easement and required by the County Code. Grantor shall ensure that Grantee has current and accurate contact information on an ongoing basis, including but not limited to following any change in ownership.

TERMINATION

7. Grantee agrees to terminate this easement via quitclaim deed if the non-standard OWTS or the standard OWTS for which monitoring is required no longer requires an OPR under the following circumstances:
 - A. The existing OWTS is replaced by a legally permitted standard OWTS that does not require an OPR, or
 - B. The existing OWTS is legally abandoned or destroyed, and replaced by a legally permitted connection to a sewer system, or
 - C. The Grantee determines this easement is not needed.

EXCLUSIVENESS OF EASEMENT

8. The easement granted herein is not exclusive.

ENTIRE AGREEMENT

9. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

ATTORNEY'S FEES

10. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

BINDING EFFECT

11. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

OPERATIONAL PERMIT

12. Grantor must have an OPR be issued to the Grantor prior to final approval of the permit for the non-standard OWTS or the standard OWTS for which monitoring is required, and at all times of subsequent use of the OWTS.

Pursuant to the County Code, the OPR shall be renewed on an annual basis by the Grantor, who shall be bound by all requirements and restrictions as set forth in Chapter 24 of the County Code.

The parties recognize and agree that failing to have a valid current OPR is grounds for not approving other permits required by the County Code, including OWTS Permits or Building Permits.

DECLARATION OF OPERATIONAL PERMIT CONDITIONS

13. The parties agree to the following restrictions on the Servient Tenement. Please mark the appropriate box(es) for the OWTS type located on the Servient Tenement:

- | | |
|--|---|
| <input type="checkbox"/> Non-Standard Alternative OWTS | <input type="checkbox"/> Non-Standard Experimental OWTS |
| <input type="checkbox"/> OWTS with Pretreatment Device | <input type="checkbox"/> Subsurface Drip Dispersal OWTS |
| <input type="checkbox"/> Other: _____ | |

- A. The Grantor acknowledges the OWTS serving the Property is non-standard, it is required to be operated under an OPR, and the County of Sonoma Permit and Resource Management Department (Department) makes no guarantee of satisfactory performance or warranty of the system.
- B. The OWTS for the Property is designed to serve a residential/commercial use (circle one) and the maximum peak daily wastewater flow is not to exceed _____ gallons per day. Operating the OWTS in excess of its maximum capacity in gallons per day is a violation of the terms and conditions of the OPR which may be cause for the suspension and/or revocation of the OPR.
- C. The OWTS is designed to be constructed and operated with water saving devices and all such devices shall be properly maintained or replaced with equivalent types of water saving devices in the event that repair becomes necessary.
- D. The Grantor agrees to renew the required OPR and pay fees annually as required by the Department as long as ownership of the Property is retained or until such time the Department notifies the Grantor that renewal is no longer necessary. The Grantor shall notify subsequent owners of the Property of these permit conditions and requirements to monitor and maintain the OWTS as well as the necessity to obtain and renew the OPR.
- E. After installation and final approval of the OWTS, the Grantor agrees to monitor the system at the frequency required by the Department and/or the Regional Water Quality Control Board on the self-monitoring forms provided by the Department. The forms require measurement of the depth to water in the monitoring wells, observance of the site and soil conditions, as well as indicating the dose counter or flow meter readings and volume of wastewater discharged to the OWTS. The Grantor shall submit the self-monitoring forms to the Department at frequencies specified by the Department.
- F. In the event of an OWTS malfunction, Grantor shall identify the OWTS component(s) causing the malfunction and take appropriate action to remedy the OWTS malfunction. Grantor is responsible for the cost and work to repair and/or replace the OWTS, including appurtenances, and shall obtain all necessary permits to perform such work. Grantor acknowledges that action may also be taken by the Grantee to abate a failing OWTS as a public health hazard and nuisance.
- G. All areas of the Property where the OWTS is placed and/or held for reserve in which to replace the OWTS shall be protected from land disturbance which may have an adverse effect or impact on the function of the OWTS and/or the reserve replacement area.
- H. **This item shall only apply to non-standard experimental OWTS or to OWTS with pretreatment devices.**
At a minimum of once per year, a sample from the sump tank must be tested for biochemical oxygen demand (BOD), total suspended solids (TSS), dissolved oxygen (DO), nitrate, total coliform, and fecal coliform, at the Grantor's expense, during frequencies specified by the Department. Grantor shall submit the test results at least once a year with self-monitoring forms.

I. **This paragraph only applies to OWTS with pretreatment devices.**

The OWTS, including the pretreatment device and any communication panels, requires routine inspection, maintenance, and monitoring by an approved service provider for the life of the OWTS. Grantor shall ensure the approved service provider prepares semi-annual reports detailing the maintenance performed, any problems encountered, and corrective actions taken. Grantor shall submit semi-annual reports to the Department at frequencies specified by the Department.

J. **This paragraph only applies to Subsurface Drip Dispersal OWTS.**

The area where the Subsurface Drip Dispersal (SDD) OWTS is placed shall not be planted with unacceptable plants, shrubs, trees, ornamentals, vegetative cover, or irrigation system over or too close to the SDD OWTS. All landscaping plans shall require Department approval. Grantor agrees to inspect the SDD OWTS regularly as part of the monitoring program, especially checking for gopher strikes, damaged or torn SDD lines, and equipment. Only licensed and experienced professionals, C-36, C-42, or a licensed general engineering contractor shall install and/or repair damaged SDD lines and equipment.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR

Property Owner(s): _____
Printed Names (s) and Title(s)

Signature(s)

Date: _____

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, _____, 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)