

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL  
TO:

CITY CLERK  
CITY OF PLACERVILLE  
3101 CENTER STREET  
PLACERVILLE, CA 95667

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CITY OF PLACERVILLE  
COVENANT AND AGREEMENT FOR DRAINAGE AND SEWER  
MAINTENANCE**

**Engineering Department  
Agreement No. \_\_\_\_\_**

This Agreement is made by MALLARD APARTMENTS LP, dated \_\_\_\_\_ hereinafter referred to as "OWNER," and the City of Placerville, a Municipal Corporation of the State of California, hereinafter referred to as "CITY";

**RECITALS**

THIS AGREEMENT IS BASED UPON THE FOLLOWING FACTS:

NOW, THEREFORE, IN CONSIDERATION OF APPROVAL OF SAID ONSITE DRAINAGE AND SEWER FACILITIES AS SHOWN IN THE MALLARD APARTMENTS ROUGH GRADING AND IMPROVEMENT PLANS, THE UNDERSIGNED AGREE AS FOLLOWS:

1. Purpose. The purpose this agreement is to assure continued maintenance of the onsite drainage facilities installed in accordance with the Mallard Apartments Rough Grading Plans by Phillipi Engineering approved by CITY on \_\_\_\_\_ and the onsite sewer facilities installed in accordance with the Mallard Apartments Improvement Plans by Phillipi Engineering approved by CITY on \_\_\_\_\_.

2. Duty to Maintain Drainage and Sewer. "Drainage" is identified on Exhibit "A" attached to this agreement, and as further detailed in the record drawings contained in CITY files. OWNER agrees to diligently maintain the Drainage facilities in perpetuity after installation in accordance with the requirements of the CITY. Maintenance includes replacement when necessary. All onsite drainage swales, subdrains, retaining wall drains, onsite catch basins, and 12" and 15" storm drain pipes leading to and from said bio retention basins are included in this Drainage system to be maintained in perpetuity after installation in accordance with the requirements of the CITY. The bio-retention basins shall be maintained free of trash, rubbish, sedimentation or any other obstruction that may prevent function or flow through the low-level outlet or spillway. Additionally, at a minimum, all grass and vegetation shall be maintained and free of excess chemical fertilizer or other toxic chemicals. Maintenance responsibility transfers to the Benefit Assessment District where the pipeline terminates into public facilities maintained by the Benefit Assessment District for the area. All costs shall be borne by OWNER.

"Sewer" is identified on Exhibit "B" attached to this agreement and as further detailed in the record drawings contained in CITY files. In general, this includes all 6 private Sanitary Sewer cleanouts located outside the 5 apartment buildings and the clubhouse, approximately 267 lineal feet of 6" sewer lateral lines from the 6 cleanouts to the onsite main line, and the onsite private Sanitary Sewer Main including 4 manholes and approximately 401 lineal feet of 6" sewer main from the Sanitary Sewer Manhole onsite out to the City maintained manhole in Lemon Place. OWNER agrees to diligently maintain the Sewage facilities in perpetuity after installation in accordance with the requirements of the CITY. Maintenance includes replacement when necessary. All costs shall be borne by OWNER.

3. Repairs. Any repairs or alterations to the facilities described herein shall be done at OWNER'S expense and conform to the requirements of the City Code, and Engineering and Public Works Departments. If the facilities are not maintained to such requirements, after notice to OWNER and an opportunity to cure, the OWNER shall grant access to CITY to make necessary repairs at the OWNER's expense. The OWNER grants the CITY the right to make repairs at the OWNER's expense without notice when the immediate preservation of public health, safety, or welfare requires that such action be taken.
4. Remedies. The CITY may bring legal action to enforce performance of the duties described herein. OWNER agrees that if legal action by the CITY is necessary, the OWNER will pay the City's reasonable attorney's fees and court costs.
5. Notices. Notices to the Property Owner shall be addressed to:

Ravi Sanwal  
3105 Hopkins Place

El Dorado Hills, Ca 95762

6. Miscellaneous Terms and Provisions.
  - (a) If any provision of this contract is adjudged invalid, the remaining provisions of it are not affected.
  - (b) Notice to OWNER shall be considered to have been given when sent to addresses stated above by certified or registered mail.
  - (c) If there is more than one signer of this agreement, their obligations are joint and several.
  
7. Agreement Attached to Land. This Agreement shall bind the successors-in-interest of the parties hereto. This Agreement shall constitute a covenant, the burden of which shall run with the land and bind successive owners in the nature of a covenant running with the land and, therefore, (a) benefit of the CITY (b) runs with the property, and (c) shall, except as specifically provided herein, be binding on each successive owner, during their ownership, or any portion of the property and upon each person having an interest in the property derived through any owner hereof. To the extent allowed by law, the covenant herein shall also be deemed a personal covenant of the OWNER and any successors-in-interest shall be notified by the OWNER of the existence and responsibilities of this agreement. OWNER agrees to notify, or cause to be notified, the CITY within thirty (30) days of any change of title of the real property described in the description of land and, further, agrees to pay the CITY any and all amounts falling due within the same period of time.

## DESCRIPTION OF LAND

ASSESSOR'S PARCEL NO. 323-220-008

ADDRESS OR LOCATION: 2736 Mallard Ln, Placerville, CA 95667

LEGAL DESCRIPTION: The land referred to herein is situated in the City of Placerville, County of El Dorado, State of California and is described as follows:

Parcel 3 as shown on that certain Parcel Map filed for record in the Office of the County Recorder of El Dorado County on April 1, 2005 in Book 48 of Parcel Maps, at Page 148.

Containing 4.044 acres more or less.

IDENTIFICATION OF DRAINAGE AND SEWER: Said plans on file at the Engineering Department office, City of Placerville.

(Said plan may be changed at any time upon agreement of City of Placerville and the property owner.)

IN WITNESS WHEREOF, the undersigned have caused this agreement to be effective as of the last date written below.

**City of Placerville, a Municipal Corporation**

\_\_\_\_\_  
Melissa McConnell, P.E.  
City Engineer, City of Placerville, California

\_\_\_\_\_  
Date

**Property Owner**

Signed: \_\_\_\_\_

\_\_\_\_\_  
Date

Name (print): \_\_\_\_\_

Title (print): \_\_\_\_\_

**NOTES**

CONTACT THE CITY OF PLACERVILLE  
ENGINEERING DEPARTMENT FOR  
COMPLETE PROJECT PLANS

PRIVATE DRAINAGE SYSTEM  
AND DETENTION BASINS TO  
BE MAINTAINED BY OWNER

PIPE & OUTFALL  
STRUCTURE TO BE  
MAINTAINED BY  
PROPERTY OWNER

DITCH TO BE  
MAINTAINED  
BY CITY

PIPE & OUTFALL  
STRUCTURE TO BE  
MAINTAINED BY  
PROPERTY OWNER

PUBLIC ROAD DRAINAGE  
FACILITIES TO BE  
MAINTAINED BY CITY

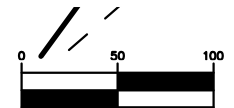
PUBLIC ROAD  
DRAINAGE  
FACILITIES TO  
BE MAINTAINED  
BY CITY

PUBLIC ROAD DRAINAGE  
FACILITIES TO BE  
MAINTAINED BY CITY

PRIVATE DRAINAGE  
SYSTEM AND  
DETENTION BASINS  
TO BE MAINTAINED  
BY OWNER

PUBLIC ROAD DRAINAGE  
FACILITIES TO BE  
MAINTAINED BY CITY

PUBLIC ROAD  
DRAINAGE FACILITIES  
TO BE MAINTAINED  
BY CITY



1"=100'

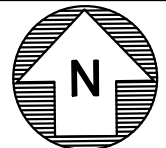
PROJECT NAME/LOCATION:

**EXHIBIT A - DRAINAGE MAINTENANCE AGREEMENT  
MALLARD APARTMENTS  
PLACERVILLE, CA**

DRAFTED BY: KA  
CHECKED BY: VAB  
PROJECT NO.: 20220440  
DWG NAME: EX-A&B  
ISSUE DATE: 05/28/2024  
1 OF 2

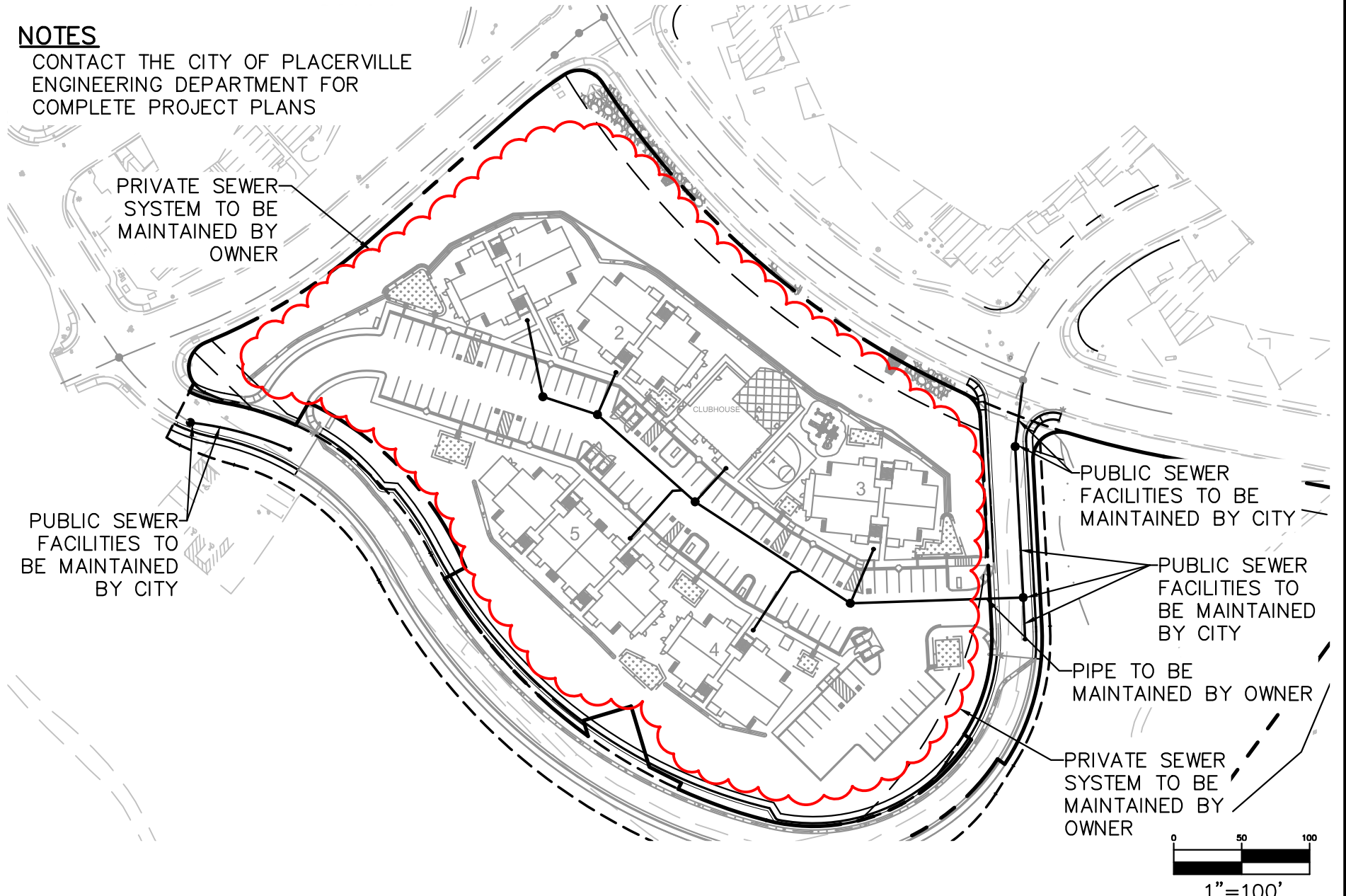


**PHILLIPPI ENGINEERING**  
CML ENGINEERING - LAND SURVEYING  
425 MERCHANT STREET VACAVILLE, CA 95688  
P.O. BOX 6556 VACAVILLE, CA 95696  
OFFICE (707) 451-6556 FAX (707) 451-6555



**NOTES**

CONTACT THE CITY OF PLACERVILLE  
ENGINEERING DEPARTMENT FOR  
COMPLETE PROJECT PLANS



PRIVATE SEWER  
SYSTEM TO BE  
MAINTAINED BY  
OWNER

PUBLIC SEWER  
FACILITIES TO  
BE MAINTAINED  
BY CITY

PUBLIC SEWER  
FACILITIES TO BE  
MAINTAINED BY CITY

PUBLIC SEWER  
FACILITIES TO  
BE MAINTAINED  
BY CITY

PIPE TO BE  
MAINTAINED BY OWNER

PRIVATE SEWER  
SYSTEM TO BE  
MAINTAINED BY  
OWNER



1"=100'

PROJECT NAME/LOCATION:

**EXHIBIT B - SEWER MAINTENANCE AGREEMENT  
MALLARD APARTMENTS  
PLACERVILLE, CA**

DRAFTED BY: KA  
CHECKED BY: VAB  
PROJECT NO.: 20220440  
DWG NAME: EX-A&B  
ISSUE DATE: 05/28/2024  
2 OF 2



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