

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 MIDDLETOWN 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 MIDDLETOWN APARTMENTS ROUGH GRADING AND ONSITE 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 Middletown Apartments Rough Grading Plans by Phillipi Engineering approved by CITY on _____ and the onsite sewer facilities installed in accordance with the Middletown Apartments Onsite Improvement Plans by Phillippi 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. The two (2) Storm Water Detention Chambers shall be inspected and maintained as described in the ADS Storm Tech Chambers Standard Details included as sheets ADS1 and ADS2 of the Rough Grading Plans. All onsite drainage swales, subdrains, retaining wall drains, storm drain catch basins, storm drain manholes, the 12" and 15" storm drain pipes leading to the detention chambers, the two Storm Water Detention Chambers, and the 6" and 12" pipes leading from the detention chambers to the public system downstream are included in this drainage system to be maintained in perpetuity after installation in accordance with the requirements of the city. Maintenance responsibility transfers to CITY at the manhole approximately 5' downstream of the ADS MC7200 detention chamber at the corner of Middletown and Cold Springs Roads. Maintenance responsibility transfers to CITY at the storm drain inlet in Cold Springs Road for the drainage system utilizing the ADS MC3500 detention chambers. 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. This includes all 6 private Sanitary Sewer cleanouts located outside the 4 apartment buildings and the clubhouse, all 4" sewer lateral lines connecting the 6 cleanouts to the onsite main line, and the onsite private Sanitary Sewer Main including 6 manholes and approximately 392 lineal feet of 6" sewer main from the first Sanitary Sewer Manhole out to CITY manhole in Middletown Road. 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 NOS. 323-570-001

ADDRESS OR LOCATION: 180 Middletown Road, 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:

See Exhibit "C" attached hereto and made a part hereof

Containing 4.05 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,
DITCHES AND UNDERGROUND
CHAMBERS TO BE
MAINTAINED BY OWNER

UNDERGROUND
STORMTECH CHAMBERS

INLET TO BE
MAINTAINED
BY CITY

PIPE TO BE
MAINTAINED
BY OWNER

INLET TO BE
MAINTAINED
BY CITY

PIPE TO BE
MAINTAINED
BY OWNER

PIPE TO BE
MAINTAINED
BY OWNER

INLET TO BE
MAINTAINED
BY CITY

UNDERGROUND
STORMTECH CHAMBERS

PRIVATE DRAINAGE
SYSTEM, DITCHES
AND UNDERGROUND
CHAMBERS TO
BE MAINTAINED BY
OWNER



1"=100'

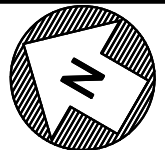
PROJECT NAME/LOCATION:

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

DRAFTED BY: KA
CHECKED BY: VAB
PROJECT NO.: 20220430
DWG NAME: EX-A&B
ISSUE DATE: 05/28/2024
1 OF 2

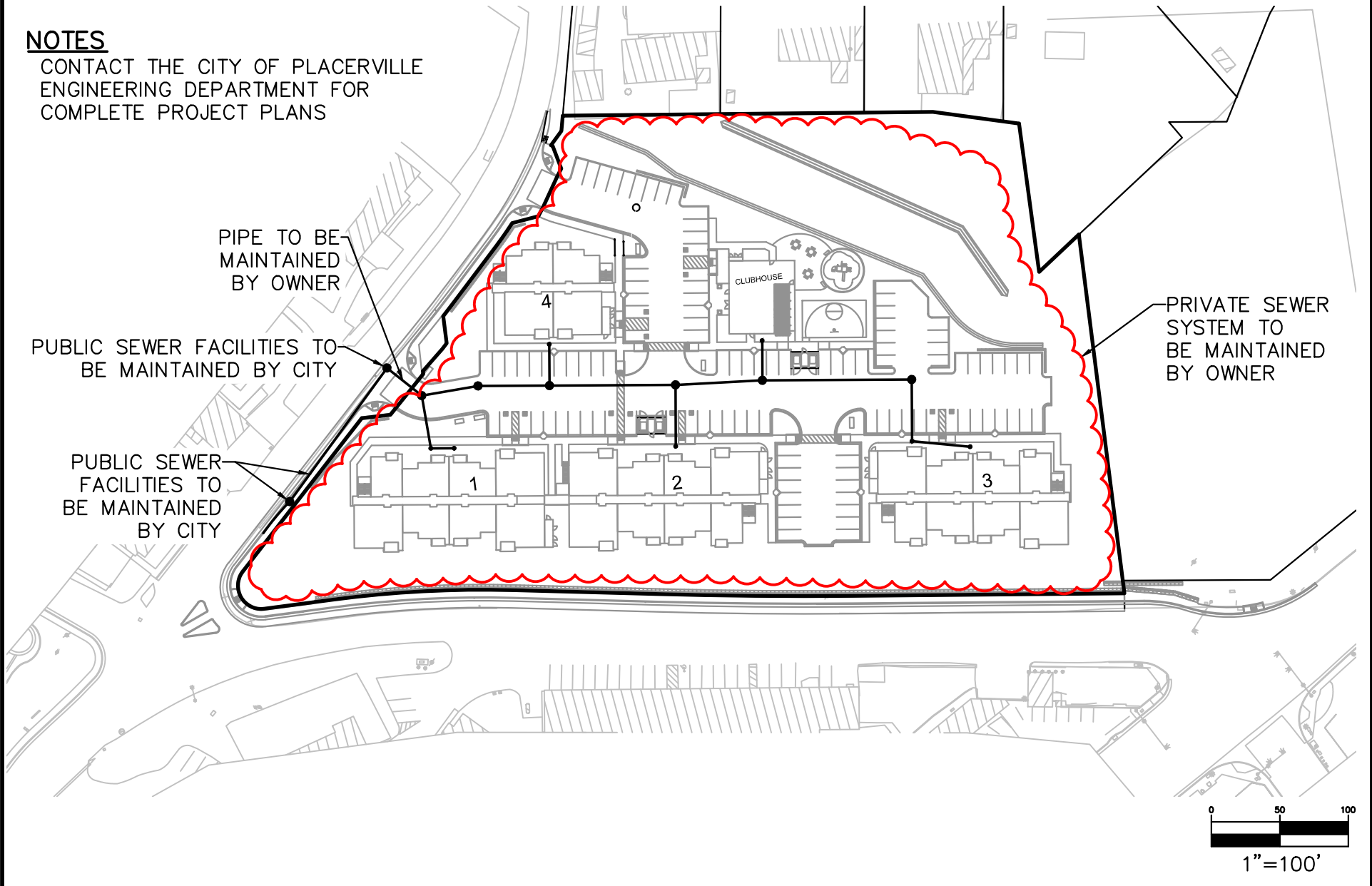


PHILLIPPI ENGINEERING
CIVIL ENGINEERING - LAND SURVEYING
425 MERCHANT STREET VACAVILLE, CA 95688
P.O. BOX 6556 VACAVILLE, CA 95696
OFFICE (707) 451-6556 FAX (707) 451-6555



NOTES

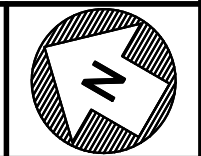
CONTACT THE CITY OF PLACERVILLE
ENGINEERING DEPARTMENT FOR
COMPLETE PROJECT PLANS



PROJECT NAME/LOCATION:
EXHIBIT B - SEWER MAINTENANCE AGREEMENT
MIDDLETOWN APARTMENTS
PLACERVILLE, CA

DRAFTED BY: KA
CHECKED BY: VAB
PROJECT NO.: 20220430
DWG NAME: EX-A&B
ISSUE DATE: 05/28/2024
2 OF 2

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



Order Number: P-384993

Exhibit "C"
~~EXHIBIT "A"~~
LEGAL DESCRIPTION

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

A portion of the Northwest quarter of the Southeast quarter of Section 12, Township 10 North, Range 10 East, M.D.B.&M., described as follows:

BEGINNING at the Northeasterly corner of the parcel of land herein described, a 1 inch diameter capped iron pipe set in the Southerly fence line of the Middletown Road, from which the East quarter corner of said Section 12, bears North 79° 15' East 1681.9 feet; thence from point of beginning South 31° 24' East 348.5 feet, the Southeasterly corner thereof; thence South 53° 01' 30" West 440.09 feet, the Southwesterly corner thereof, a 1 inch diameter capped iron pipe set in the Easterly right of way line of Old Highway No. 50; thence along said right of way line North 40° 11' West 256.67 feet to a 6" x 6" concrete monument; thence along a curve to the right with a radius of 470 feet a distance of 107.46 feet, the chord of which bears North 33° 38' West 107.23 feet, a similar concrete monument; thence North 27° 05' West 161.90 feet, a similar concrete monument; thence along a curve to the left with a radius of 230 feet a distance of 93.93 feet, the chord of which bears North 38° 47' West, 93.28 feet; thence North 50° 29' West 81.93 feet to a 1 inch diameter open iron pipe driven flush with the ground and situate on Southerly line of the Middletown Road, thence leaving said right of way line and along the fence line on said Southerly line of Middletown Road, South 81° 47' East 346.56 feet; thence South 83° 42' East 115.07 feet; thence North 69° 05' East 33.88 feet; thence North 60° 26' East 116.50 feet to the point of beginning.

EXCEPTING THEREFROM all that portion thereof that lies within the bounds of Middletown Oaks Subdivision, as per map thereof filed December 4, 1956 in Map Book B, Map No. 68, Records of El Dorado County.

ALSO EXCEPTING THEREFROM all that portion thereof described as follows:

All that portion of the Southeast quarter of Section 12, Township 10 North, Range 10 East, M.D.B.&M., described as follows:

BEGINNING at the most Northerly corner of the realty herein described, a point on the Westerly line of Middletown Oaks Subdivision, as shown on the Official Map thereof, filed in the Office of the County Recorder of El Dorado County on December 4, 1956 in Map Book B, Map No. 68, from whence the Northwesterly corner of Lot 8 of said subdivision bears North 21° 41' 30" West 11.62 feet; thence from said point of beginning and along the Westerly boundary of said subdivision South 29° 38' 30" East 51.47 feet; thence leaving said Westerly boundary South 53° 01' 30" West 66.74 feet; thence North 72° 32' West 62.76 feet to the most Westerly corner of the realty herein described; thence North 53° 01' 30" East 109.81 feet to the point, of beginning.

APN: APN: 323-570-001-000