

Recording Requested By:)
)
 WEST BAY SANITARY DISTRICT)
)
 And When Recorded, Mail To:)
)
 West Bay Sanitary District)
 500 Laurel Street)
 Menlo Park, California 94025-3486)
 Attn: District Manager)

(Space above this line for Recorder's Use)

**AGREEMENT CREATING COVENANTS
 RUNNING WITH THE LAND**

Agreement entered into by and between West Bay Sanitary District, a public agency of the State of California ("District") and _____, owners of the property at _____, ("Proponents").

RECITALS

1. Proponents represent that they are the owners of certain real property situated in the Town of Portola Valley, San Mateo County, California, which is commonly known as _____, and which is more particularly described as follows:

Lot _____ in Block _____, as shown on that certain map entitled "_____
 _____", filed in the office of the
 County Recorder of said County and State, on _____, _____ in Book _____ of
 maps at pages _____.

Containing an area of _____ acres, more or less. (the "Real Property").

2. *Proponents' Real Property is developed with a single family residence. The residence is served by a septic tank/leachfield wastewater disposal system that has failed and cannot be repaired. Use of the present system must be discontinued or it is probable that conditions adversely affecting the public health, safety and welfare will develop on the Real Property and, potentially, off-site.*

or

Proponents' Real Property is developed with a single family residence. The residence is served by a septic tank/leachfield wastewater disposal system that is unable to meet current standards.

or

Proponents' Real Property is undeveloped. The proposed residence can not be served by a septic tank/leachfield wastewater disposal system.

3. To maintain wastewater disposal service to the site, Proponents have annexed the Real Property to the District and are seeking service from the District.

4. To obtain District administered wastewater disposal services for the Real Property, Proponents propose to construct certain unconventional wastewater disposal facilities (the "Septic Tank Effluent Pumping (STEP)" / "Grinder Pump System"), _____ linear feet of sanitary sewer force main and to connect to the District's public facilities located in _____.

5. The STEP/Grinder Pump System to be constructed by Proponents is similar to several other wastewater disposal systems constructed on other properties within the District which also connect to the District's sewer system. These systems differ substantially from traditional gravity sewer systems found elsewhere in the District's service area, and because of these differences, the District is regulating the use and operation of these systems through an On-Site Wastewater Disposal Zone. (See Health & Safety Code Sections 6950 et seq.; "The Zone".)

6. Proponents are willing to accept the stated conditions and they desire to enter into this Agreement with the District to fulfill the intentions of the parties.

TERMS AND CONDITIONS

In consideration of the foregoing Recitals and the following Terms and Conditions, it is mutually agreed by District and Proponents as follows:

1. The Proponents shall construct a new STEP/Grinder Pump System according to the District's Standard Details. All pumping equipment, control equipment, telemetry equipment, pipelines, power and phone lines, etc., are a part of the construction costs to be borne by the proponent. The applicant shall submit information about the location, type and size of all equipment and facilities to the District for review and approval. Final determination of the size, location and equipment used in the construction of the STEP/Grinder Pump System shall be at the sole discretion of the District.

2. The Proponents shall coordinate all inspection and testing with the District. The Proponents shall notify the District 48 hours in advance for inspections and testing. After completion of the initial construction, the Proponents shall guarantee the work for one-year by a maintenance bond or cash deposit for 50% of the work.

3. The Proponents shall supply the District with one extra pump of the same type and size to be installed.

4. A recorded easement on the individual property is required for District access to the STEP/Grinder Pump System for routine maintenance and repair. This easement must meet the requirements of the District's Code of General Regulations, be granted to the District, and must be recorded on the title of the property. The District must have full vehicular access at all times to the areas with wastewater facilities.

5. Any septic tanks to be abandoned shall be abandoned in accordance with County Health requirements and copy of abandonment permit is given to the District.

6. The Proponents and their successor shall be responsible to provide and maintain the following appurtenances:

- (a) A dedicated telephone line.
- (b) Electrical power for the telemetry and grinder system.
- (c) A separate 220 Volt circuit and breaker shall be provided for the STEP/Grinder Pump and shall be labeled in the circuit box as, "Do Not Touch – For STEP/Grinder Pump Use Only".

7. The proponent shall disclose to the District any secondary pumping system and changes to the internal plumbing of the residence prior to any work and connection to the grinder system. The District reserves the right to reject any Proposal/ Design which may impact the ability of the STEP/Grinder System to function effectively or result in excessive maintenance costs. Such determination shall be made at the sole discretion of the District.

8. All costs associated with the correction of the prohibitions referenced in this agreement shall be conducted at the sole cost of the Property Owner. The District shall invoice the Property Owner directly. The charge shall be the actual salary of District employees and equipment for the time necessary for the correction times 1.75, or the actual cost of Contractors Services, times 1.75. Such costs may be charged in addition to penalties authorized by the District's Code of General Regulations.

PROHIBITIONS

In addition to the Prohibitions contained in the District's Code of General Regulations, the following prohibitions shall specifically apply to properties in the District's On-Site Wastewater Disposal Zone:

1. Proponents shall not under any circumstances, change or add any secondary pumping systems without the written consent of the District.
2. Proponents shall not, under any circumstances, allow or permit changes to the infrastructure or equipment of the STEP/Grinder Pumping System without the written consent of the District. Proponents are specifically instructed not to allow disconnection or reconfiguration of telephone and electrical systems.
3. The proponent shall not under any circumstances connect swimming pool, spa, or any storm drains to piping that discharges into the grinder pump unit.

ADHERENCE TO DISTRICT REGULATIONS

With respect to all matters referred to in this Agreement, including the construction of the STEP/Grinder Pump System, its connection to the District's system, the use and operation of the STEP/Grinder Pump System and the use of the District's wastewater facilities, Proponents shall at all times fully comply with all applicable District regulations. Proponents shall operate and maintain the STEP/Grinder Pump System so that at all times it remains in good operating condition and repair. Except to the extent District accepts responsibility for some portion or portions of Proponents' STEP/Grinder Pump System and the systems of other persons similarly situated and for which the District hereafter imposes a uniform system of fees and charges applicable to all such persons, the responsibility, including all costs and expenses, for the construction, use, operation, maintenance, repairs and replacement of the Grinder Pump System shall be borne exclusively by Proponents, and the District shall have no responsibility for such matters whatsoever.

ENFORCEMENT RIGHTS OF DISTRICT

In addition to the rights and remedies established by this Agreement, the District shall have all rights and remedies otherwise afforded under applicable provisions of law to enforce this Agreement, including (a) Proponents' obligation to pay and the District's right to collect fees and charges and (b) District's right to correct violations of District's regulations.

ATTORNEY FEES

In the event of any litigation between the parties to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its attorney fees, court costs and litigation expenses incurred in the litigation.

BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective parties, their assigns, beneficiaries, personal representatives and successors in interest.

Executed at Menlo Park, California on the dates set forth.

DISTRICT:

WEST BAY SANITARY DISTRICT
A Public Agency

Printed Name:

By: _____
President of the District Board

Date: _____

Printed Name:

And by: _____
Secretary of the District Board

Date: _____

PROPONENTS:

Printed Name:

By: _____ Date: _____

Printed Name:

By: _____ Date: _____

(Attach Notary Certificate)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____ }
 _____ }

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature: _____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RIGHT THUMBPRINT OF SIGNER
Top of thumb here