

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

COSUMNES COMMUNITY SERVICES DISTRICT
ATTN: FIRE MARSHAL
10573 E. STOCKTON BLVD.
ELK GROVE, CA 95624

SPACE DIRECTLY ABOVE RESERVED FOR RECORDERS USE

ROAD MAINTENANCE AND FIRE ACCESS AGREEMENT

Property Owner(s): _____

DOCUMENT MAY BE EXECUTED IN COUNTERPART

APN: _____

DECLARATION OF FIRE ACCESS AND ROAD MAINTENANCE AGREEMENT

The undersigned hereby declare that they are owner(s) of an easement in a private right-of-way or of lands to which such easement is attached, with a private road known as _____ and or private driveway through which multiple parcels are accessed to which such access shall be maintained for the purposes of fire department access, such easement being more particularly described as _____

(EXAMPLE: "30' non-exclusive private road and utilities easement" in Book 46 of Parcel Maps at Page 2.)

We hereby agree and declare that we shall bear equal shares of all costs required for maintenance and repairs of said easement and shall provide fire access to the Fire Department having jurisdiction, under the terms and conditions set forth herein:

1. Said easement described herein shall be used in common with other owners of said easement or lands to which such easement is attached.
2. Said easement shall be maintained in a good, passable condition under all traffic and weather conditions.
3. Repairs and maintenance on said easement shall be required when a majority of those owners bound by this agreement who use said easement for ingress or egress reach a decision that such repairs or maintenance are necessary. Pursuant to that decision, such owners shall then initiate the repairs or maintenance within sixty (60) days, with each of those owners bound by this agreement bearing equal shares of the cost and expense thereof, regardless

of whether such owners shall have concurred in the decision to initiate repairs or not, provided, however, that such costs and expenses shall be shared only with and by those owners who use easement for ingress or egress.

4. Nothing herein shall be interpreted as requiring contribution for major improvements in the traveled portion in said easement, however, if such improvements are constructed, this agreement shall apply to the repair or maintenance of such improved facilities.
5. Each of the undersigned owners agree that if they cause or allow said easement to be used in any manner which results in unusual wear or damage to the surface of said easement, they shall bear the costs and expenses of restoring said surface as their sole and separate cost and expense.
6. If any one of the owners of said easement or lands to which said easement is attached fails, after demand in writing, to pay their portion of the expense, action may be brought against them in a court of competent jurisdiction by the other owners, either jointly or severally, for contribution and costs of such legal action, including legal fees.
7. In the event that any owner bound by this agreement desires repairs or maintenance be performed on said easement and cannot obtain the concurrence of a majority of those owners bound by this agreement within six months after written request for such concurrence, said owners shall have the right to apply for such relief as may be available under the provisions of Civil Code Section 845 or amendments thereof as if this agreement were not in effect.
8. This agreement and declaration shall be deemed and is intended to run with the land and to be a restriction upon said property and shall be binding upon the undersigned, their heirs, personal representatives, successors and assigns until such time as the easement shall be dedicated to and accepted for use as a public street by a government entity. This instrument shall be recorded and any subsequent transferee of the property or any part thereof, by acceptance of delivery of a deed and or to conveyance of the said property shall be deemed to have consented to become bound by these terms.
9. Nothing herein shall be interpreted as limiting or restricting the rights of the undersigned or their successors in interest from pursuing such remedies as may be available under Civil Code Section 845 or other provisions of the law against owners of said easement or lands to which said easement is attached who are not bound by this agreement.
10. Any owner of said easement, or lands to which said easement is attached, not bound by this agreement, may elect to be so bound by executing and recording a copy of this declaration, at which time such owners shall be subject to all the benefits and duties herein.
11. Any owner shall have full use over, under, and across the private road. Ingress and egress into and onto said easement.
12. Owners shall be responsible to
 - Abate the growth of any plant or tree which protrudes over the paved edge of said easement to a vertical height of thirteen feet, six inches (13'6") and 20 feet wide (20') with the exception of vegetation as may be approved by the fire department having jurisdiction (AHJ) or law.
 - Maintain, repair and/or replace "No Parking - Fire Lane" signage and/or striping as required and approved by the fire department having jurisdiction.
 - Maintain, repair and/or replace vehicle and pedestrian access gates and opening systems within said

easement.

- Maintain and keep landscaping in said easement.
- Share parking space(s) in designated parking area, if any, as approved by the fire department having jurisdiction.

13. In the event that an owner bound by this agreement damages the paved surface of this easement or the integrity of the access as a result of maintaining, repairing, constructing or neglecting the maintenance or repair of their own private utilities, they shall bear the costs and expenses of restoring said surface as their sole and separate cost and expense.

14. The undersigned hereby grants a non-exclusive easement to the Cosumnes Community Services District, its successors and assigns, and any fire protection or emergency response agency with whom the District has a mutual aid agreement, for the purpose of a perpetual ingress and egress right of way in, over, upon, and across the easement area described above so as to provide emergency response and fire prevention services.

DOCUMENT MAY BE EXECUTED IN COUNTERPART

IN WITNESS WHEREOF, we have executed this declaration this _____ day of _____, 20_____,
in _____, California (all signatures must be notarized).

Name/ Signed

Address and APN

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT ATTACHED

California All-Purpose Acknowledgment

Pursuant to SB 1050 (Chapter 197, Statutes of 2014), Civil Code section 1189 has been amended to provide that any certificate of acknowledgment taken within the State of California shall be in the following form:

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)
)
County of _____)

On _____ before me, _____, personally
appeared _____ *(Insert name and title of officer)*

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)