

James A. Jackson  
JACKSON LAW OFFICES  
245 E. Laurel Street  
Fort Bragg, CA 95437

Space Above This Line For Recorder's Use

EASEMENT AND MAINTENANCE AGREEMENT  
DIV 1-20

This Agreement is prepared in anticipation of a minor subdivision as depicted in the attached Parcel Map DIV 1-20 (Exhibit A). The subject property is located at 130 Halsey Way, Fort Bragg, CA 95437 and is owned by Carlos F. Franco and Heather A. Franco. The minor subdivision shall result in the creation of three (3) parcels. The purpose of this agreement is to create mutual easements for access, drainage and utilities, and to provide for the maintenance of shared facilities along with the maintenance of storm water bio-retention facilities located on the respective parcels. The owners of the real property presently identified as 130 Halsey Way, in return for valuable consideration which is hereby acknowledged, hereby grant easements over Parcels 1 and 2 for the benefit of Parcels 2 and 3 as follows:

1. An easement for the use, operation and maintenance of all standard utilities serving the subdivided parcels including but not limited to water, sewer, cable and electrical service. The area of this easement is as depicted on the Parcel Map attached hereto as Exhibit A.

2. An easement for access over the easement area over Parcel 1 for the benefit of Parcel 2 and over Parcels 1 and 2 for the benefit of Parcel 3.

3. The maintenance of the stormwater bio-retention facilities depicted on the attached Exhibit B shall be the responsibility of the respective owners of Parcels 1, 2 and 3. The respective owners of these parcels shall be required to make all efforts described in Exhibit B to maintain the stormwater bio-retention facilities during their ownership of the parcels.

4. The foregoing easements are appurtenant their respective parcels and shall run with the land. The owners of Parcels 1, 2 and 3 shall be jointly responsible for the maintenance for the jointly used facilities (including but not limited to the shared driveway and utilities) and shall each be responsible for one-third of the cost of all reasonable maintenance expenses pertaining to the jointly used facilities. The individual owners of the respective parcels shall be solely responsible for the reasonable maintenance of the stormwater bio-retention facilities on their respective Parcels.

5. This Agreement contains the entire agreement relating to the foregoing easements.

6. This Agreement and all of its provisions shall be binding on and shall inure to the benefit of the heirs, assigns, executors, administrators, and successors of the parties.

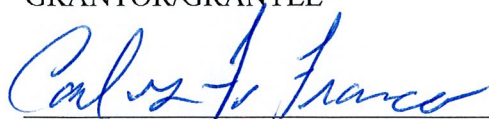
7. This Agreement is entered into and shall be construed and interpreted in accordance

with the laws of the State of California. In the event of any dispute between the parties to this Agreement regarding the parties' rights and responsibilities under the Agreement, the parties agree to submit such dispute to mediation prior to commencing legal action. In the event it becomes necessary for any party to file legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of attorney's fees and costs arising from such litigation in addition to whatever further relief may be awarded by the court. Venue for any such legal action shall be Mendocino County, California.


Executed at Fort Bragg, California on the date set forth herein.

GRANTOR/GRANTEE

Date: April 20, 2021

  
\_\_\_\_\_  
Carlos F. Franco

Date: April 20, 2021

  
\_\_\_\_\_  
Heather A. Franco

**ACKNOWLEDGMENT**

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.

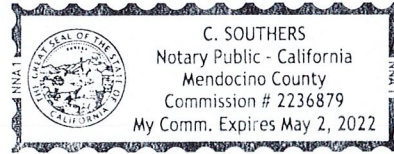
State of California )  
County of Mendocino )

On APR. 20, 2021, before me, C. SOUTHERS, a Notary Public in and for said State, personally appeared Carlos F. Franco who proved to me on the basis of satisfactory evidence to be the persons 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, 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.

C. Souther  
NOTARY PUBLIC in and for the State of California



(Seal)

**ACKNOWLEDGMENT**

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.

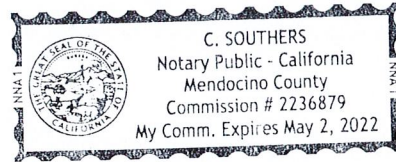
State of California )  
County of Mendocino )

On APR. 20, 2021, before me, C. SOUTHERS, a Notary Public in and for said State, personally appeared Heather A. Franco who proved to me on the basis of satisfactory evidence to be the persons 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, or the entity upon behalf of which the person(s) acted, executed the instrument.

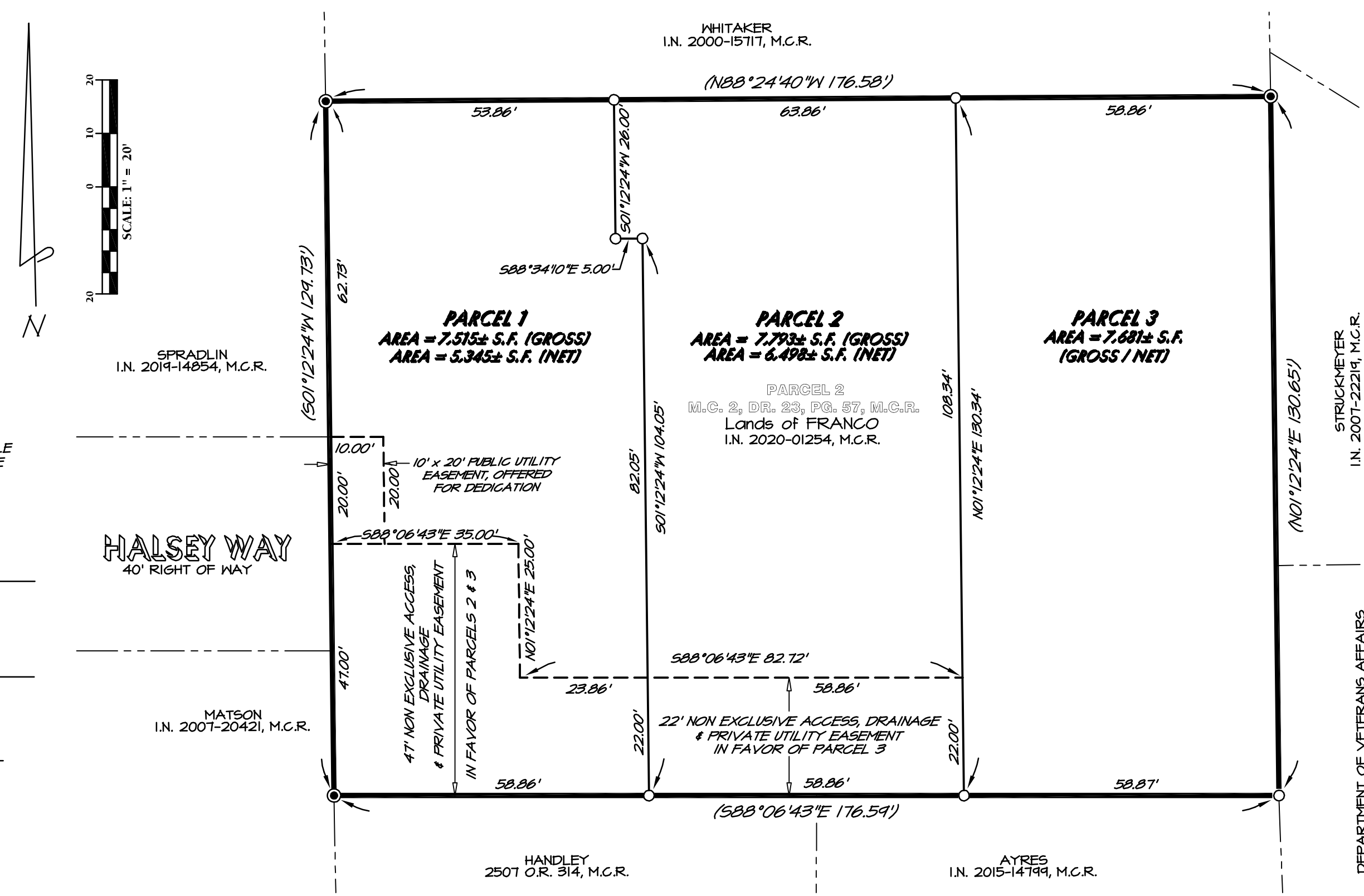
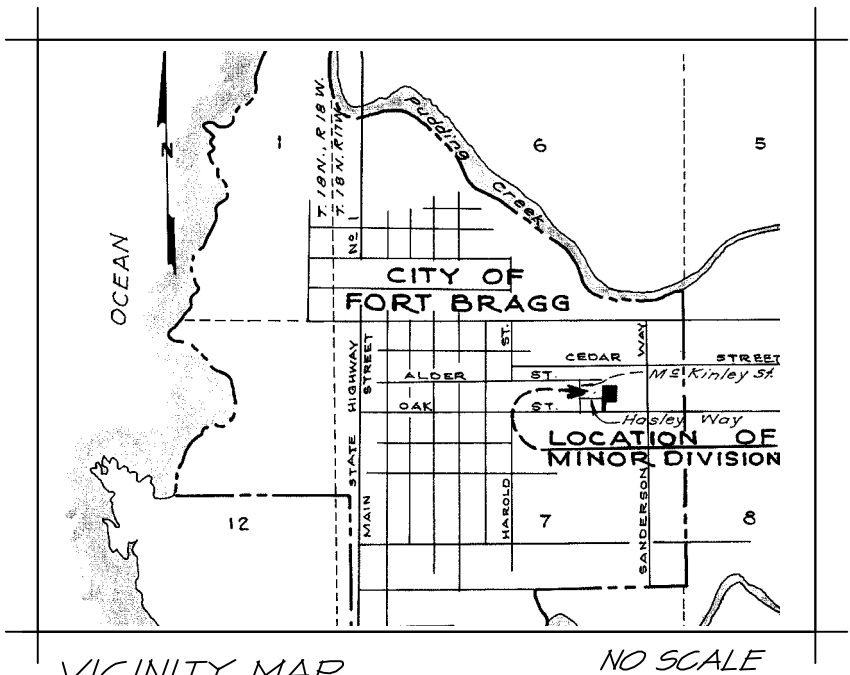
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

C. SOUTHERS  
NOTARY PUBLIC in and for the State of California



(Seal)



**LEGEND**

- LIMITS OF SUBDIVISION
- BOUNDARY LINE, THIS SUBDIVISION
- - - ADJOINERS' BOUNDARY LINE
- - - EASEMENT CREATED THIS SUBDIVISION
- ⊙ FOUND SURVEY MONUMENT PER M.C. 2, DR. 23, PG. 57, M.C.R.
- SET 3/4" REBAR WITH CAP STAMPED LS 4707
- M.C.R. MENDOCINO COUNTY RECORDS
- I.N. INSTRUMENT NUMBER, M.C.R.
- O.R. OFFICIAL RECORDS, M.C.R.
- M.C. MAP CASE
- DNR. DRAWER
- PG. PAGE
- ( ) MEASURED & RECORD DATA PER MAP CASE 2, DNR. 23, PG 57, M.C.R.

**OWNER'S STATEMENT**  
 WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS DIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND DO HEREBY DEDICATE FOR PUBLIC USE THE FOLLOWING:  
 1) A PUBLIC UTILITY EASEMENT AS SHOWN HEREON.

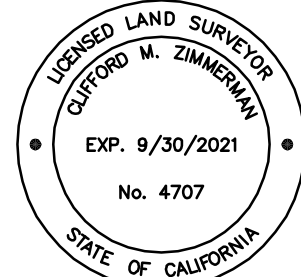
CARLOS F. FRANCO  
 HEATHER A. FRANCO

**ACKNOWLEDGMENT**  
 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 \_\_\_\_\_ 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)

**SURVEYOR'S STATEMENT**  
 THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CARLOS F. FRANCO IN FEBRUARY, 2020. I, HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. I FURTHER STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



Prepared by:  
**Clifford M. Zimmerman**  
 Licensed Land Surveyor, L.S. 4707  
 32200 Forest Lane, Fort Bragg, Ca. 95437  
 Phone: 707-489-1194

SPRADLIN  
 I.N. 2019-14854, M.C.R.  
 HALSEY WAY  
 40' RIGHT OF WAY  
 MATSON  
 I.N. 2007-20421, M.C.R.

**CITY SURVEYOR'S STATEMENT**  
 I HAVE EXAMINED THIS MAP, THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, ALL PROVISIONS OF CHAPTER 2, DIVISION 2, OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; I AM SATISFIED THE MAP IS TECHNICALLY CORRECT.  
 DATED \_\_\_\_\_ 202\_\_  
 CITY OF FORT BRAGG  
 STATE OF CALIFORNIA  
 BY: \_\_\_\_\_  
 MATTHEW T. HERMAN, PLS 8335

**CITY CLERK'S STATEMENT**  
 I, JUNE LEMOS, CITY CLERK OF THE CITY OF FORT BRAGG, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF FORT BRAGG BY MINUTE ORDER ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_ APPROVED THIS SUBDIVISION AND ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENT AS OFFERED IN THE OWNER'S STATEMENT AND AS SHOWN HEREON.  
 \_\_\_\_\_, CITY CLERK  
 CITY OF FORT BRAGG

**TRUSTEES STATEMENT**  
 \_\_\_\_\_ TRUSTEE UNDER DEED OF TRUST RECORDED  
 \_\_\_\_\_ AS INSTRUMENT NUMBER \_\_\_\_\_ OFFICIAL RECORDS OF MENDOCINO COUNTY AGAINST THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.  
 \_\_\_\_\_ Date \_\_\_\_\_  
 BY: \_\_\_\_\_

**ACKNOWLEDGMENT**  
 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 \_\_\_\_\_ 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)

**PROOF OF OWNERSHIP STATEMENT**  
 I HEREBY STATE THAT THE PROOF OF OWNERSHIP REPORT MADE BY REDWOOD EMPIRE TITLE COMPANY OF MENDOCINO COUNTY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_ CONFORMS TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.  
 SUSAN M. RANOGHAK  
 COUNTY RECORDER

**BOND STATEMENT**  
 I, CARMEL J. ANGELO, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MENDOCINO, HEREBY STATE THAT THE BOND OR DEPOSIT AS REQUIRED BY THE "SUBDIVISION MAP ACT", SECTION 66464, TITLE 7 OF THE GOVERNMENT CODE, DIV. 2 (COMMENCING WITH SEC. 66410) HAS BEEN FILED.  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_  
 CARMEL J. ANGELO, CLERK OF THE BOARD OF SUPERVISORS  
 BY: \_\_\_\_\_, DEPUTY

**COUNTY RECORDER'S STATEMENT**  
 FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_ AT \_\_\_\_\_ M IN MAPS, DRAWER \_\_\_\_\_ PAGE \_\_\_\_\_, M.C.R. AT THE REQUEST OF CLIFFORD M. ZIMMERMAN, KATRINA BARTOLOMIE, ASSESSOR, COUNTY CLERK-RECORDER  
 BY: \_\_\_\_\_, DEPUTY FEE \$ \_\_\_\_\_

**NOTES:**  
 1. WATER, SEWER AND DRAINAGE CAPACITY FEES (MUNICIPAL CODE SECTION 12.14.030) FOR EACH LOT SHALL BE PAID PRIOR TO THE ISSUANCE OF THE FIRST BUILDING PERMIT FOR SAID LOT.  
 2. MAINTENANCE AGREEMENT(S) SHALL BE RECORDED CONCURRENTLY WITH THIS PARCEL MAP FOR PARCEL 1, 2 & 3 FOR THE NON EXCLUSIVE ACCESS, DRAINAGE, BIORETENTION FACILITIES AND PRIVATE ROAD EASEMENT, SHOWN HEREON.  
 RECORDED AS INSTRUMENT NUMBER \_\_\_\_\_, M.C.R.

SHEET 1 OF 1

## Parcel Map

OF THE LANDS OF FRANCO  
 Minor Subdivision 1-20

BEING A SUBDIVISION OF PARCEL 2 PER PARCEL MAP, FILED IN MAP CASE 2, DRAWER 23, PAGE 51, MENDOCINO COUNTY RECORDS

LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7 TOWNSHIP 18 NORTH, RANGE 17 WEST MOUNT DIABLO BASE AND MERIDIAN

APRIL, 2021  
 JOB # 20-684  
 CITY OF FORT BRAGG,  
 MENDOCINO COUNTY  
 CALIFORNIA

MAPS  
 DRAWER \_\_\_\_\_  
 PAGE \_\_\_\_\_

# Exhibit A

Exhibit B

# Bioretention Area Monitoring & Maintenance Plan

Halsey Way Subdivision  
Fort Bragg, California

**Prepared for:**

Franco, Carlos and Heather

**February 2021**

**420065**



**Phone:** (707) 459-4518 **Email:** [info@shn-engr.com](mailto:info@shn-engr.com)  
**Web:** [shn-engr.com](http://shn-engr.com) • 335 South Main Street, Willits, CA 95490-3977

## Introduction

Maintenance of the bioretention area for the Halsey Way Subdivision is the responsibility of the property owner/manager. This maintenance plan was developed to assure proper maintenance procedures are followed and documented. After the first year of operation, the plan should be reviewed and, if necessary, revised to reflect the actual results of that first period of service. If ownership/management of the property is transferred, this maintenance plan must be transferred as well.

Regular and proper maintenance, including basic good housekeeping practices, ensure that each bioretention area will serve as an effective storm water management system for the entirety of its useful life.

## Routine Maintenance Activities

The principal maintenance objective is to prevent sediment buildup and clogging, which reduce pollutant removal efficiency and may lead to bioretention area failure. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

**Table 1. Routine Maintenance Activities for Bioretention Areas**

No.	Maintenance Task	Frequency of Task
1	Remove obstructions, weeds, debris and trash from bioretention area and its inlets and outlets; and dispose of properly.	Monthly, or as needed after storm events
2	Inspect bioretention area for standing water. If standing water does not drain within 5 days, check if drains are clogged and consider replacement of surface biotreatment soil with the approved soil mix and replant.	Monthly, or as needed after storm events
3	Inspect inlets for channels, soil exposure, or other evidence of erosion. Clear obstructions and remove sediment.	Monthly, or as needed after storm events
4	Prune and weed the bioretention area as needed. Remove and replace all dead and diseased plants.	Twice annually
5	Check that mulch is at appropriate depth (2 - 3 inches per soil specifications) and replenish as necessary before wet season begins. It is recommended that 2" - 3" of arbor mulch be reapplied every year.	Annually, before the wet season begins
6	Inspect bioretention area using the attached inspection checklist.	Monthly, or after large storm events



## Prohibitions

The use of landscaping chemicals (i.e., pesticides, herbicides, and fertilizers) in maintenance of the bio-retention basin shall be minimized to the extent feasible, to minimize the discharge of pollutants to waterways (see Appendix 1, Landscape Plan).

Only native plants shall be planted within the bioretention basin. All proposed plantings shall be obtained from local genetic stocks within Mendocino County unless documentation of such vegetation is unavailable. In such cases, native vegetation obtained from genetic stock outside of the local area may be used.

No plant species listed as problematic and/or invasive by the California Native Plant Society, the California Invasive Plant Council, or as may be identified from time to time by the State of California shall be employed or allowed to naturalize or persist within the bioretention basin.

No plant species listed as a “noxious weed” by the State of California or the U.S. Federal Government shall be planted or allowed to naturalize or persist within the bioretention basin.

## Documentation

A maintenance log shall be maintained by the property owners to document all inspection observations and maintenance activities related to the bioretention area (see Appendix 2, Sample Maintenance Checklist). The maintenance log shall be available for inspection upon request by the City of Fort Bragg.



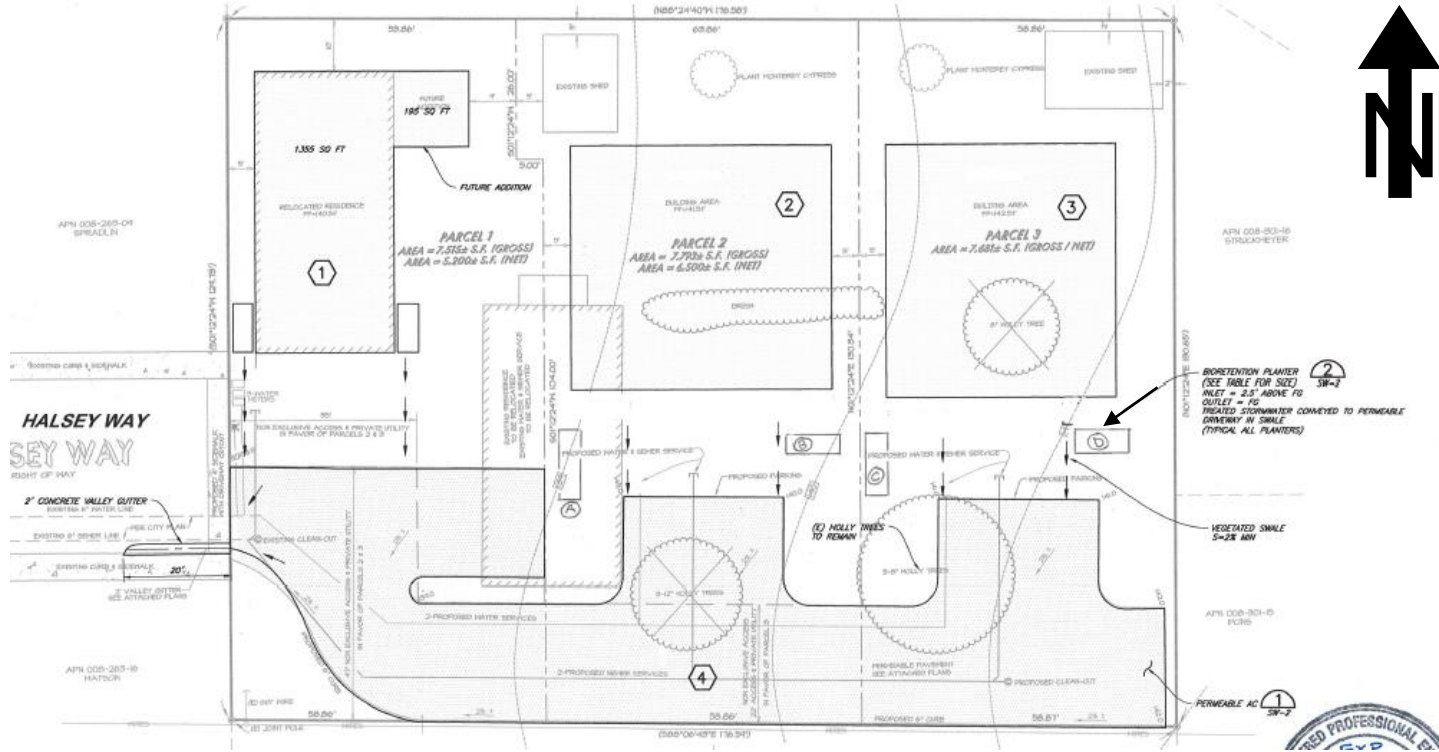


# Landscape Plan

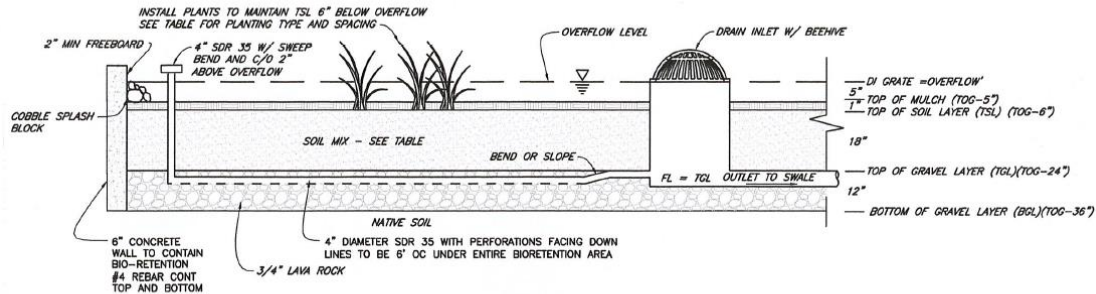
1

**SUMMARY OF DRAINAGE MANAGEMENT AREAS**


AREA	DESCRIPTION	SURFACE	SIZE (SF)	IMPERVIOUS AREA	BIO-SWALE AREA	BIO-RETENTION AREA	PERMEABLE SURFACE
①	LOT 1 HOME	COMPOSITION ROOF	1,550	1,550	-	62	-
②	LOT 2 HOME	COMPOSITION ROOF	2,250	2,250	-	85	-
③	LOT 3 HOME	COMPOSITION ROOF	2,250	2,250	-	90	-
④	AC DRIVEWAY	PERMEABLE AC	5,940	-	-	-	5,940



Not to Scale



**DETAIL 2**  
 NTS SW-1  
 (BIO-RETENTION FACILITY)

PLANTING INFORMATION				
AREA	PLANT DESCRIPTION	SPACING	SOIL	IRRIGATION
	JUNCUS PATENS "ELK BLUE" WIRE GRASS, BLUE RUSH	EVENLY SPACED EVERY 3'	SOIL MIX PER TABLE	WATER BY HAND TWICE WEEKLY DURING DRY MONTHS FOR FIRST YEAR UNTIL ESTABLISHED

SOIL SPECIFICATIONS		
PARAMETER	RANGE	REPORTED AS (UNITS)
ORGANIC MATTER CONTENT	35-75	%, DRY WEIGHT BASIS
CARBON TO NITROGEN RATIO	15:1 TO 25:1	RATIO
MATURITY (SEED EMERGENCE AND SEEDING VIGOR)	>80	AVERAGE % OF CONTROL
STABILITY (CO <sub>2</sub> EVOLUTION RATE)	<8	mg CO <sub>2</sub> -C/g UNIT OM/DAY
SOLUBLE SALTS (SALINITY)	<6.0	mmhos/cm
PH	6.5-8.0 MAY VARY W/ PLANT SPECIES	UNITS
HEAVY METALS CONTENT	PASS	PASS/FAIL US EPA CLASS A STD 40 CFR § 503.13 TABLES 1 & 3
<b>PATHOGENS</b>		
FECAL COLIFORM	PASS	PASS/FAIL US EPA CLASS A STD 40 CFR § 503.32(A) LEVELS
SALMONELLA	PASS	PASS/FAIL US EPA CLASS A STD 40 CFR § 503.32(A) LEVELS
<b>NUTRIENT CONTENT (PROVIDE ANALYSIS INCLUDING):</b>		
TOTAL NITROGEN (N)	≥0.9	%
TOTAL BORON (B)	<80	PPM
CALCIUM (Ca)	FOR INFO ONLY	%
SODIUM (Na)	FOR INFO ONLY	%
MAGNESIUM (Mg)	FOR INFO ONLY	%
SULFUR (S)	FOR INFO ONLY	%

# **Sample Maintenance Checklist**

**2**

## Bioretention Area Inspection and Maintenance Checklist

Halsey Way Subdivision, Fort Bragg, California

Date of Inspection: \_\_\_\_\_

Type of Inspection:  Quarterly  Pre-Wet Season  
 After Heavy Runoff  End of Wet Season  
 Other: \_\_\_\_\_

Inspector(s): \_\_\_\_\_

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
1. Standing Water	Water stands in the bioretention area between storms and does not drain within 5 days after rainfall.			There should be no areas of standing water once storm event has ceased. Any of the following may apply: sediment or trash blockages removed, improved grade from head to foot of bioretention area, or added underdrains.
2. Trash and Debris Accumulation	Trash and debris accumulated in the bioretention area, inlet, or outlet.			Trash and debris removed from bioretention area and disposed of properly.
3. Sediment	Evidence of sedimentation in bioretention area.			Material removed so that there is no clogging or blockage. Material is disposed of properly.
4. Erosion	Channels have formed around inlets, there are areas of bare soil, and/or other evidence of erosion.			Obstructions and sediment removed so that water flows freely and disperses over a wide area. Obstructions and sediment are disposed of properly.
5. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
6. Mulch	Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 2 inches in depth.			All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 2 – 3 inches.
7. Miscellaneous	Any condition not covered above that needs attention in order for the bioretention area to function as designed.			Meets the design specifications.

Eureka, CA | Arcata, CA | Redding, CA | Willits, CA | Fort Bragg, CA | Coos Bay, OR | Klamath Falls, OR

