



APPENDIX C

**DECLARATION OF DISCLOSURES, RIGHT OF ENTRY AND
RESTRICTIVE COVENANTS REGARDING WIEDEMANN
GEOLOGIC HAZARD ABATEMENT DISTRICT**

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:
Wiedemann Ranch Geologic Hazard Abatement District

Attn:

**DECLARATION OF DISCLOSURES, RIGHT OF ENTRY AND RESTRICTIVE COVENANTS
REGARDING WIEDEMANN RANCH GEOLOGIC HAZARD ABATEMENT DISTRICT**

This Declaration of Disclosures, Right of Entry, and Restrictive Covenants Regarding Wiedemann Ranch Geologic Hazard Abatement District (the "Declaration") is made this _____ day of _____, 2021 (the "Effective Date"), by, Davidon Homes, a California limited liability company ("Declarant").

RECITALS

- A. Declarant is the owner of that certain real property located in the Town of Danville, County of Contra Costa, State of California, more particularly described as Subdivision 9291, filed on _____, 20____ in Book of Parcel Maps, at pages _____, all in the Official Records of Contra Costa County, California (the "Property").
- B. The Town of Danville approved a 69-lot residential subdivision on the Property. A condition of approval for Subdivision 9291 was that the Property be included within a GHAD, and to fulfil this condition, the property has been annexed into the Wiedemann Ranch Geologic Hazard Abatement District ("Wiedemann Ranch GHAD").
- C. Under the authority of California Public Resources Code section 26500, et seq., the Contra Costa County Board of Supervisors on September 1, 1998, adopted Resolution No. 98/438 forming and establishing the Wiedemann Ranch GHAD to prevent, mitigate, abate or control potential geologic hazards within the boundaries of the GHAD. On _____, 2021, the Wiedemann Ranch GHAD adopted Resolution No. 20-____, approving annexation of the Property into the Wiedemann Ranch GHAD.

NOW, THEREFORE, Declarant, as the owner of the Property, for itself, its successors and assigns does hereby declare as follows.

- 1. Notification and Disclosure of Wiedemann Ranch GHAD: The Declarant hereby gives notice and discloses that the Property is a part of the Wiedemann Ranch GHAD. The Board of Directors of the Wiedemann Ranch GHAD are the members of the Contra Costa County Board of Supervisors. Pursuant to the Plan of Control for Annexation of the Property to Wiedemann Ranch GHAD as it may be amended from time to time (the "Plan of Control"), the Declarant and the Wiedemann Ranch GHAD are afforded certain responsibilities and rights relating to the prevention, mitigation, abatement, and control of potential geologic hazards on the Property. The powers of the Wiedemann Ranch GHAD include the power to assess lot owners within the Property for the purposes set out in the Plan of Control. An assessment was authorized by the Wiedemann Ranch GHAD to be imposed on the Property pursuant to adopted Resolution 20-_____.
- 2. Right of Entry: The Declarant by executing and recording this Declaration hereby contractually affords Wiedemann Ranch GHAD, its officials, employees, contractors and agents an irrevocable right of entry with continuing and perpetual access to and across the Property for the purposes and responsibilities set out in the Plan of Control ("Access Rights"). Should the

Wiedemann Ranch GHAD need to access private residential lots to fulfill its duties under the Plan of Control, the Wiedemann Ranch GHAD shall provide the affected landowner and/or resident with 72 hours advanced notice unless, in the reasonable judgment of the GHAD Manager, an emergency situation exists which makes immediate access necessary to protect the public health and safety, in which case no advanced notice is required, but the Wiedemann Ranch GHAD shall inform the landowner and/or resident as soon as reasonably possible. The Declarant hereby gives notice that the GHAD will acquire Access Rights immediately upon the execution of this Declaration. The GHAD, in its sole discretion, may elect not to exercise Access Rights until it accepts its maintenance responsibilities consistent with the Plan of Control.

3. GHAD Easement: For those properties within the GHAD Annexation Area that are not GHAD-owned Parcels, the Declarant hereby grants the Wiedemann Ranch GHAD a perpetual easement for the purposes and responsibilities set out in the Plan of Control and for maintaining certain Site Improvements as depicted in Exhibit B, and legally described in Exhibit A attached hereto, (the "GHAD Easement"). Such activities include, but are not limited to: (a) the inspection, maintenance, monitoring, and replacement of Site Improvements including, drainage ditches, storm drains, outfalls, and pipelines; (b) the monitoring, maintenance, and repair of slopes, including repaired or partially repaired landslides; and (c) the management of erosion and geologic hazards within the open space areas shown in the Plan of Control. The GHAD Easement shall become effective upon acceptance by the Wiedemann Ranch GHAD of its responsibilities and rights, the process by which is articulated in the Plan of Control. The Wiedemann Ranch GHAD has no maintenance responsibilities whatsoever to the Declarant or Property until and unless the Wiedemann Ranch GHAD accepts such responsibilities consistent with the Plan of Control.
4. Covenants Running with the Land: The Property shall be held, conveyed, hypothecated, encumbered, sold, leased, used, improved, and maintained subject to the limitations, covenants, conditions, restrictions, easements, rights of entry, and equitable servitude set forth in this Declaration, which are in furtherance of Declarant's plan for the uniform improvement and operation of the Property. All of the limitations, covenants, conditions, restrictions, easements, rights of entry, and equitable servitudes set out in this Declaration shall both benefit and burden the Property and shall run with and be binding upon and inure to the benefit of the Property and each parcel therein, and shall be binding upon and inure to the benefit of each owner, and every person having or acquiring any right, title or interest in and to all or any portion of the Property and their successors and assigns. Upon Declarant's conveyance of fee title to the Property, or any portion thereof, Declarant shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed, and the grantee of such conveyance shall be deemed to be the "Declarant," with all rights and obligations related thereto, with respect to that portion of the Property conveyed.
5. Hold Harmless: Declarant, or its successors and assigns, shall hold harmless, protect, and indemnify Wiedemann Ranch GHAD and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (collectively, "Wiedemann Ranch GHAD Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens, or judgments (each a "Claim" and, collectively, "Claims"): (1) for injury to or the death of any person, or physical damage to any property, related to or occurring on or about the GHAD Easement to the extent arising from the negligence or intentional

misconduct of Declarant, its employees, agents or contractors; or (2) related the existence of the GHAD Easement, exclusive of any Claims brought by Declarant.

6. Enforcement: The Wiedemann Ranch GHAD shall have the right but not the obligation to enforce the provisions of this Declaration.
7. Modification or Termination: This Declaration shall not be modified, amended, or terminated without the written consent of the Wiedemann Ranch GHAD.

Executed as of the Effective Date.

Declarant:

Davidon Homes

By: _____

Its: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the Wiedemann Ranch Geologic Hazard Abatement District by the foregoing document titled "Declaration of Disclosures, Right of Entry and Restrictive Covenants", which is dated _____, 20____ and executed by _____, is hereby accepted by the undersigned pursuant to authority conferred by Resolution No. ____ - ____, dated _____, 20____. The Town of Danville, as grantee, consents to recordation of said "Declaration of Disclosures, Right of Entry and Restrictive Covenants".

ENGEO
Wiedemann Ranch GHAD Manager

Date:

Attest:

ENGEO
Wiedemann Ranch GHAD Clerk

Approved as to form:

Fennemore Wendel
Wiedemann Ranch GHAD Attorney