

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

SACRAMENTO METROPOLITAN FIRE DISTRICT
ATTN: FIRE MARSHAL
10545 ARMSTRONG AVE
MATHER, CA 95665

SPACE DIRECTLY ABOVE RESERVED FOR RECORDERS USE

SHARED UTILITY AGREEMENT

Property Owner(s): _____

DOCUMENT MAY BE EXECUTED IN COUNTERPART

APN: _____

DECLARATION OF SHARED UTILITY AGREEMENT

The undersigned hereby declare that they are owner(s) of a private fire service equipment described as
_____ and located at _____

(EXAMPLE: Private fire hydrant located at northeast corner of APN:000-0000-0000)

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

1. Said equipment described herein shall be used in common with other owners of said as described above.
2. Said equipment shall be maintained in a good working condition at all times.
3. Repairs and maintenance on said equipment shall be required as described in the California Fire Code, applicable National Fire Protection Association (NFPA) standards, as necessary. Pursuant to that decision, such owners shall then initiate the repairs or maintenance as soon as possible, but not more than 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.

4. Each of the undersigned owners agree that if they cause or allow said equipment to be used in any manner which results in unusual wear or damage to the equipment, they shall bear the costs and expenses of restoring said equipment as their sole and separate cost and expense.
5. If any one of the owners of said equipment, 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.
6. 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 private fire equipment shall be dedicated to and accepted for use as a public facility 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.
7. Any owner of said equipment, 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.
8. Owners shall be responsible to
 - Maintain 36-inch clear radius around all fire service equipment and a seven-foot vertical clearance above the 36-inch clear radius around the fire hydrant.
 - Maintain approved vehicle impact protection for fire protection equipment
 - Provide required maintenance in accordance with the California Fire Code, applicable NFPA and local standards
 - Maintain records of maintenance and testing of private fire service equipment
 - Provide and maintain blue reflective hydrant markers
 - Paint and maintain fire hydrants Rust-oleum white or an approved equal.
 - Provide and maintain approved signage on private fire equipment as required by the local AHJ
9. The undersigned hereby grants non-exclusive access to the Sacramento Metropolitan Fire 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 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

Name/ Signed

Address and APN

Name/ Signed

Address and APN

Name/ Signed

Address and APN

Name/ Signed

Address and APN

Name/ Signed

Address and APN

Name/ Signed

Address and APN

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)