

WHEN RECORDED RETURN TO:

COUNTY OF YOLO  
ENVIRONMENTAL HEALTH DIVISION  
DEPARTMENT OF COMMUNITY SERVICES  
292 WEST BEAMER STREET,  
WOODLAND, CA 95695

SPACE ABOVE FOR RECORDER'S USE

**ONSITE WASTEWATER SYSTEM  
ACCESS, INSPECTION, AND PERMITTING NOTIFICATION**

*Referenced in Onsite Wastewater Treatment System Ordinance and Manual as "Notice on Property Deed"*

**Property Identification:**

Property Owner(s): \_\_\_\_\_  
\_\_\_\_\_

Property (Site) Address: \_\_\_\_\_  
\_\_\_\_\_  
City State Zip

Assessor Parcel Number (APN): \_\_\_\_\_

EnvisionConnect Facility Number: \_\_\_\_\_

Real Property Description (See Attachment A):

**System Type:**

- Supplemental treatment Unit
- Other:

**Purpose of the Notification**

The purpose of this Notification is to meet the requirements specified In the Yolo County Onsite Wastewater System Treatment Ordinance and Manual for recordation of an agreement, and to protect water quality and public health by assuring:

1. Compliance with Chapter 19 of the Yolo County Ordinance,
2. Construction and installation of an adequate onsite wastewater treatment system, hereafter called "System", as a condition to the issuance of a building permit for the erection of any residential/commercial structure thereon,
3. Maintenance and renewal of the System's Operating Permit,
4. Assess to the System as required for monitoring and maintenance,
5. Operation, maintenance and monitoring (OM&M) of the System in a manner consistent with the Yolo County Onsite Wastewater Treatment System Manual, and
6. Information is provided to the System's owner wanting more information about the requirements for ongoing permitting, operation, monitoring and maintenance, and estimated cost for replacement of the System.

**General Provisions**

1. The provisions of this Notification shall bind and insure to the benefit of the heirs, assigns, and successors in interest of the parties hereto in the same manner as if they have herein been expressed named. This Notification shall remain in full force and effect until such time as the County shall execute a release or until such time as the State of California and the County no longer requires monitoring, inspection, and/or testing of a System in Yolo County.
2. In consideration of the approval of the System by County on the Property, the Owner hereby agrees to defend, indemnify, and hold County, its employees, officers and agents, free and harmless from any and all claims, damages, and causes of action of every kind, including but not limited to, the amounts of judgments, interest, court costs, legal fees, and all other expenses incurred by County arising in favor of any party, including personal injuries, death or damages to property (including employees or property of County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the approval, inspection, testing, monitoring or other actions by the County pertaining to System, except to the extent County activities are grossly negligent or constitute willful misconduct. This provision is not intended solely to provide for indemnification of County as specified above.

### **Operating Permit Requirement**

1. The Owner agrees to maintain a valid Operating Permit for the System, and renew the Operating Permit at the frequency established in the Onsite wastewater Treatment System Manual for the type of System maintained.
2. The Owner agrees to utilize a qualified OM&M Specialist to inspect, and service the System as a condition for Operating Permit renewal and at a frequency specified in the Onsite wastewater Treatment System Manual.

### **Access**

1. The Owner grants to the County and its agents, employees, officers and contract persons access to all portions of the Property upon which the System and appurtenances thereto are located.
2. The access shall be for the purpose of inspecting, testing, sampling, placing and removing test devices for the purpose of evaluating and monitoring the System, and to investigate the effect of the System or failure thereof.
3. County personnel or designate contract persons shall utilize due care and caution when entering upon the Property and shall not hold Owner responsible for any injuries or damages that may occur while on the Property that could have been avoided with the exercise of due care and caution.
4. Except in the event of an emergency requiring immediate action to protect the public health and safety, the County shall provide Owner reasonable advance notice (generally, a minimum of 24 hours) of its intent to enter upon the property. Entry shall be limited to normal business hours unless otherwise arranged with owner.

### **Operating, Monitoring, and Maintenance**

1. Treatment, dispersal, and designated replacement areas on the Property shall be protected for the System in accordance with Chapter 19 of the Yolo County Code and the On-Site Wastewater Treatment System Manual. Generally, the areas shall not be used for corrals, pasturing of large animals, building sites or any other use that would impair the System's operation. Replacement areas are shown on approved System design prepared by the Designer and approved by County.
2. For non-compliant systems, additional fees may be charged for administration and enforcement.
3. Costs associated with County abatement action in the event the System fails and Owner does not remedy the failure shall be the responsibility of the Owner. Costs of repair or remediation shall be paid by Owner separate from the costs associated with maintenance of the System's Operating Permit.
4. Nothing in this Notification shall be construed as requiring County to make any of the improvements described,

nor shall any provisions of this Notification be deemed to preclude any other relief provided by law.

**Additional Information**

The Owner may obtain additional information from Yolo County Environmental Health regarding the System’s operation, monitoring, and maintenance and estimated costs of System maintenance and replacement.

I understand that this License is for the limited purpose of monitoring as required by the State of California and/or County of Yolo.

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**IN WITNESS WHEREOF**, the parties have executed this Notification this \_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_.

**Approved as to Form**

I have reviewed this Deed Restriction, set forth above, and it is hereby approved for recordation by the property owner.

\_\_\_\_\_  
Environmental Health Specialist (signature and printed name) Date

**Property Owner**

I certify that I am the owner of record of the Property and agree to be bound by the provisions set forth herein.

\_\_\_\_\_  
Signature Date Printed Name

**ACKNOWLEDGEMENT**

State of California  
County of Yolo

On \_\_\_\_\_ before me,

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.

\_\_\_\_\_  
Name and Title of Officer Notary Public,

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 signatures(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 & official seal

**Attachment A**  
**Parcel Legal Description**  
(Note: Parcel Legal Description Attached as Page 4)