

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Santa Rosa
Attn: Department of Recreation and Parks
Steele Lane Community Center
415 Steele Lane
Santa Rosa, California 95403

COVENANT TO MAINTAIN PUBLIC ART

This Covenant to Maintain Public Art (this "Covenant") is made as of this ___ of _____, 20__ by _____ [name of owner on vesting deed for property] ("Owner") for the benefit and in favor of the City of Santa Rosa, a California charter city (the "City") pursuant to Santa Rosa City Code Chapter 21-08.

Owner is the fee title owner of that certain real property commonly known as [insert address] located in the City of Santa Rosa, California, Assessor's Parcel Number(s) [_____] (the "Property"), upon which Property there has been constructed a commercial development project consisting of [_____] (the "Project");

Owner, as developer, or in conjunction with the developer of the Project, has installed an original piece of art work in accordance with the requirements of Santa Rosa City Ordinance 3805 (City Code Chapter 21-08) and the application and proposal approved by the City's Department of Recreation & Parks on _____, Project # _____, which art work (the "Public Art") is intended for the enjoyment and benefit of the citizens and visitors of the City of Santa Rosa, to the enhance the character of the City as a whole, and to benefit and enhance the Project and the Property upon which is has been installed.

Owner now hereby covenants and agrees that the Property and improvements constructed thereon shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to this Covenant. All of covenants, conditions, and restrictions set forth herein shall constitute covenants which shall run with the land and shall be binding upon Owner and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Property.

Owner shall consistently cause the Public Art to be maintained in good condition and shall perform any and all necessary repairs and maintenance of the Public Art to the reasonable satisfaction of the City, as determined by the City's Director of the Department of Recreation and Parks.

Owner shall maintain the Public Art in place on the Property. Owner shall not relocate or remove, nor allow relocation or removal of, the Public Art, without the prior consent of the City, for a period of at least twenty (20) years form the date upon which the Public Art was installed (the "Term"). In the event that the Project is intended to be demolished prior to the expiration of the Term, Owner shall cause the Public Art to be relocated to another publicly accessible, permanent

location that is approved in advance by the City's Art in Public Places Committee, or in the absence of any such Committee, then by the City's Director of the Department of Recreation and Parks. In the event of any removal or relocation of the Public Art for any reason prior to the expiration of the Term, in addition to obtaining the City's consent, Owner must notify the City at least thirty (30) days in advance of said removal, and must replace the Public Art within six (6) months of its removal, all in accordance with the provisions and requirements of the City Ordinance 3805, or alternatively, Owner must pay an amount equal to the public art contribution amount for the Project, as determined in accordance with the City's Ordinance 3805, for the remainder to of the Term, prorated over said twenty (20) year period. Any removal, relocation, or replacement of the Public Art, must be consistent with the California Preservation of Works of Art Act and the federal Visual Artist's Rights Act and any other relevant law.

The City shall have the right to enforce this Covenant against the Owner, its successors and assigns in accordance with its terms. In the event that the City is forced to bring any legal action to enforce the provisions of this Covenant, Owner shall be obligated to reimburse the City for any all cost of enforcement, including but not limited to any attorneys' fees.

This Covenant shall run for the Term as stated hereinabove.

OWNER:

[Insert signature block]

Attachments:

Notary acknowledgment

Legal description of the Property