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Rancho Murieta Community Services District

When Recorded Return To:

Rancho Murieta Community Services District P.O. Box 1050 Rancho Murieta, CA 95683



#### EASEMENT AGREEMENT

#### Preamble

This Agreement made and entered into on November 22, 1987, by and between Rancho Murieta Association, a nonprofit homeowners' association ("RMA"), and Rancho Murieta Community Services District ("District").

#### <u>Recitals</u>

WHEREAS, RMA is the owner of real property ("the Property") which includes certain lakes and reservoirs in an unincorporated area of Sacramento County, California. Such lakes and reservoirs are commonly known as Calero, Chesbro, Bass, Clementia, Laguna Joaquin, and Guadalupe. The general size and location of these lakes and reservoirs are shown on the Rancho

REV. 11/19/87

Murieta Water Resources Map dated February 12, 1981, attached hereto as Exhibit "A" and incorporated herein;

WHEREAS, District desires to acquire certain rights in the Property and RMA is willing to grant such rights to District;

NOW, THEREFORE, it is agreed as follows:

#### Description of Easement

1. RMA hereby grants to District an easement for District to use the Calero, Chesbro, Clementia, Bass, Laguna Joaquin and Guadalupe lakes and reservoirs for the purpose of water storage and irrigation.

#### Use of Easement by the District

- 2. The easement granted herein includes the following use of the Property:
- (a) District has the right to make use of the lakes and reservoirs described above in Section 1 for storage and impoundment of water supplied by the District and for the temporary storage and distribution of water acquired through the riparian, prescriptive or appropriative rights of the District.
- (Calero, Chesbro, Clementia, Bass, Laguna Joaquin and Guadalupe) shown on Exhibit "A" and regulate the water levels therein. The District shall endeavor to maintain the water in the lakes so that the level thereof below the crest elevations of the emergency spillway shall not be more than eighteen (18) inches.

(c) District has the right during summer months when storage space is available in Calero, Chesbro, Clementia or Laguna Joaquin Reservoir, at the request of Cosumnes Irrigation Association ("CIA") to divert to temporary storage (not over 30 days) such water as CIA may claim under riparian water rights for re-release and use by CIA within the District.

Exclusiveness of Easement

in writing first assigns all or part of its rights to others with

RMA's written consent. RMA shall retain the right to use the

and described in the Declaration of Covenants, Conditions and

Official Records of Sacramento County on March 4, 1974, in Book

74-03-08 at page 358, et seq., as amended and restated from time

applicable laws and regulations, including the requirements of

the Department of Health Services, State of California and the

Restrictions for Rancho Murieta Unit No. 1, recorded in the

to time, provided that such recreational uses comply with

District, as amended from time to time.

lakes and reservoirs described herein for recreational purposes

by members of Rancho Murieta Association and others as designated

The easement granted herein is exclusive unless the District

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### Maintenance, Repair & Replacement

4. The easement granted herein includes the rights and obligations of maintenance, repair, and replacement described as follows:

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- (a) District shall be solely responsible for inspection, maintenance, repair and restoration of dams, spillways, outlet works, pumping stations, subdrains and other installations within the dam structure in Exhibit "A", and as listed in paragraph 2(b) above.
- (b) District shall be responsible for controlling vegetation and aquatic growth below the high water line solely in the lakes and reservoirs commonly known as Calero, Chesbro, Clementia, Laguna Joaquin and Bass Lake. RMA shall be responsible for controlling vegetation in the area between the high water line and service roads around all lakes and reservoirs described in Exhibit "A", except Calero, Chesbro and Clementia, as well as for controlling water quality, vegetation and aquatic growth below the high water line in Lake Guadalupe. In controlling such vegetation, District and RMA shall comply with requirements of the Department of Health Services, State of California, and District rules and regulations.
- any or all of RMA's duties under this Agreement if RMA should fail to perform its duties in a reasonable and timely manner and the District has not fired the RMA promptly and given RMA agrees to reimburse the District for the District's actual costs of performing any duties of RMA which the District elects to perform. The District's performance of any or all of RMA's duties shall not constitute the District's waiver of RMA's obligation to perform such duties nor the District's commitment to continue to perform such duties of RMA as the District may elect to perform from time to time.

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District and RMA agree that RMA shall pay reasonable charges

one or more meters to determine the amount of RMA's water usage.

Architectural Review Committee.

for the District's cost of providing water service to RMA and its facilities. RMA agrees that District may install, at RMA's cost,

Secondary Easements

District shall have reasonable rights of access and be

Section 1 herein. Such reasonably related uses include but are

not limited to water lines, gate valves, pumping stations, sewer

lines and manholes, drainage facilities, spillway overflows and

facilities include, but are not limited to, those identified in

Exhibit B. District shall first obtain the written consent of

RMA, which consent shall not be unreasonably withheld, before

locating a new facility for a related use on the Property.

constructing such facility, District shall comply with any

applicable architectural requirements adopted by the RMA

electric and telephone lines and communication facilities.

entitled to make use of the Property in any way reasonably

relating to the exercise of the easement granted by RMA in

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Indemnification

(a) District agrees to indemnify, hold harmless and defend

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RMA, its agents, employees or independent contractors from and against any and all liabilities, claims, suits and any costs and expenses incident thereto, including cost of defense, settlement, and reasonable attorneys' fees, which it may hereafter incur (i)

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as a result of death or bodily injuries to any person,
destruction or damage to any property, caused in whole or in part
by (a) District's breach of any part or provision of this
agreement; or (b) any negligent or willful act or omission of
District, its employees, agents, or subcontractors in the
performance of this agreement; or (ii) as a result of
exercising its right during summer months, at the request of
Cosumnes Irrigation Association to divert to temporary storage
such water as CIA may claim under riparian or other water rights,
for re-release and use by CIA.

(b) RMA agrees to indemnify, hold harmless and defend District, its agents, employees or independent contractors from and against any and all liabilities, claims, suits and any costs and expenses incident thereto, including costs of defense, settlement, and reasonable attorneys' fees, which it may hereafter incur as a result of death or bodily injuries to any person, destruction or damage to any property, caused in whole or in part by (i) RMA's breach of any part or provision of this agreement; or (ii) any negligent or willful act or omission of RMA, its employees, agents, or subcontractors in the performance of this Agreement.

#### Arbitration

8. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment on the award rendered by the

arbitrator(s) may be entered into any court having jurisdiction thereof. The compensation of the arbitrator(s) and all expenses of arbitration shall be borne by the parties equally.

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#### Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect unless a subsequent written modification is signed by both parties to this Agreement.

Attorney Fees

In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

Notice

Any notice to be given under this Agreement shall be in writing and delivered to the address of the respective parties below:

> RANCHO MURIETA COMMUNITY SERVICES DISTRICT General Manager Rancho Murieta Community Services District 7248 Murieta Drive, Suite B-8 Rancho Murieta, CA 95683

RANCHO MURIETA ASSOCIATION General Manager Rancho Murieta Association 7220 Murieta Drive Rancho Murieta, CA 95683

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#### Binding Effect

12. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

By: \_\_ Title

Title: | PAESI DENT Date: | 11/32/87

RANCHO MURIETA ASSOCIATION

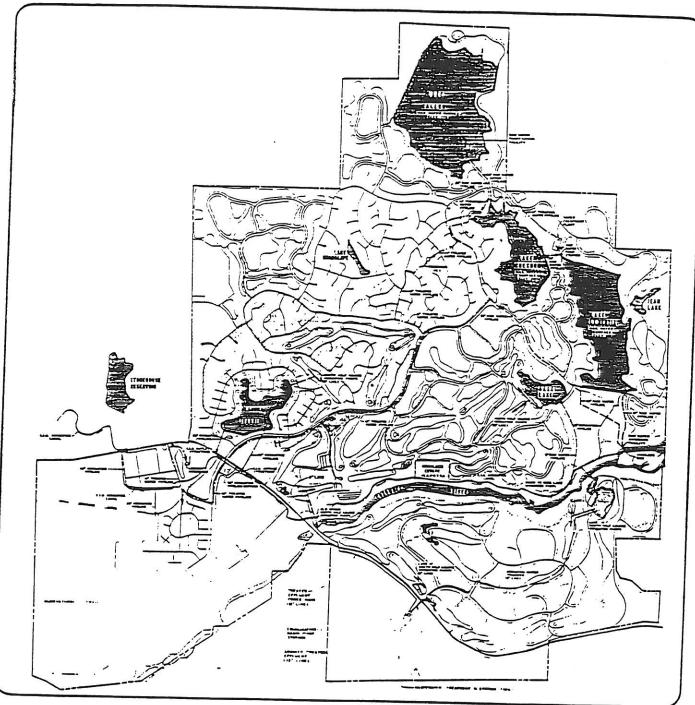
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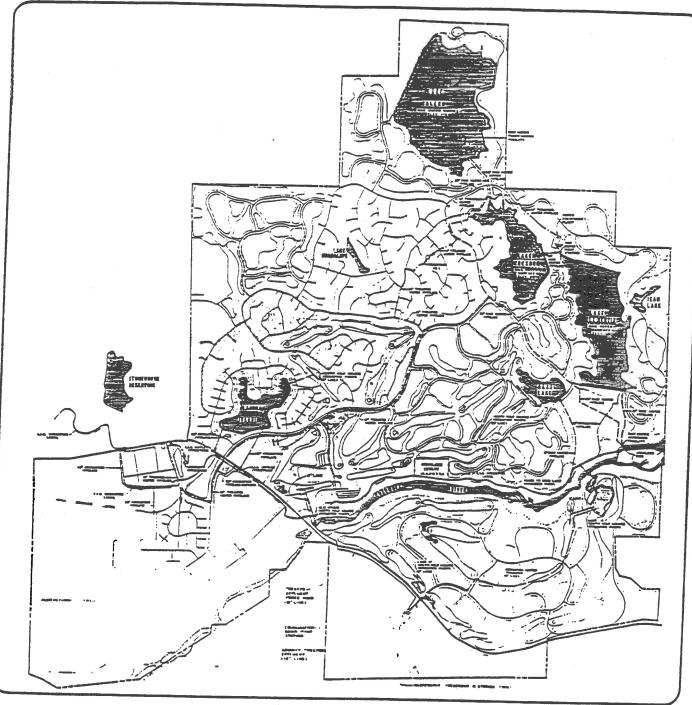
# EXHIBIT "A" - LAKES AND RESERVOIRS

LARC STORAGE VOLUME DESCRIPTION OF FACILITIES DESCRIPTION OF FACILITIES

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# lancho ufieta



## EXHIBIT "A" - LAKES AND RESERVOIRS

STORAGE VOLUME 199 ages 115 \* 199 ages 115 \* 76m ages 111 \*

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DESCRIPTION OF FACILITIES

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#### EXHIBIT "B"

Portions of the following described facilities fall within the Property of RMA and are hereby granted as easements in accordance with the provisions of Section 1 herein:

Description No.	Easement Name
B C D G-1 G-2	Clementia 21" Raw Water Supply Line Easement Clementia to Lake Ten 10" A.C.P. Easement Bass Lake Pump and Water Line Easement Chesbro Spillway Easement Chesbro Drainage Easement
G-3 H	Chesbro North Dam Drainage Easement Clementia Dam Spillway Easement
H-1	Clementia Drainage Easement
I-1	Calero West Dam Drainage Pump Station No. 1 Easement
I-2	Calero West Dam Drainage Pump Station No. 2 Easement
I-3	Calero East Dam Drainage Pump Station No. 3 Easement
I-4	Calero Emergency Spillway Easement
J	Water Treatment Plant Access Road Easement
K	Chesbro Treated Water Waterline Easement
R	Clementia Drain Pump Electric Line Easement

These statements being more particularly described as follows: