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Recording Requested By:  
Rancho Murieta Community  
Services District  
When Recorded Return To:  
Rancho Murieta Community  
Services District  
P.O. Box 1050  
Rancho Murieta, CA 95683

022410



AGREEMENT AMONG CIA, RMPI AND CSD  
REGARDING GRANLEES DAM, CIA CANAL AND  
WATER RIGHTS PERTAINING THERETO

The Cosumnes Irrigation Association (CIA), Rancho Murieta  
Properties, Inc. (RMPI), and Rancho Murieta Community Services  
District (District) agree as follows:

1. Acknowledgment of Ownership of Granlees Dam and Canal  
at Rancho Murieta.

A. CIA is a partnership, which owns and operates the  
existing Granlees Dam and CIA Canal on the north side of the  
Cosumnes River, in Section 35, T 8 N, R 8 E, Sacramento County,  
California. The Association consists of the following partners  
or members, having the following respective interests:

1	Fred and Patricia Anderson	32.18%
2	Fred and Patricia Anderson and	
3	John and Carol Sullivan	32.42%
4	Rancho Murieta Properties, Inc.	35.40%

5 B. RMPI hereby assigns, conveys, grants and otherwise  
6 transfers the entirety of RMPI's interest, rights and obligations  
7 in CIA and under the CIA partnership agreement, and amendment  
8 thereto (attached hereto as Exhibits A and B and incorporated  
9 herein) to District. CIA agrees to, and District accepts, the  
10 above-described transfer by RMPI to District.

11 C. RMPI and District acknowledge that CIA has an easement  
12 for the maintenance, operation, repair and replacement of the  
13 Granlees Dam in the Cosumnes River, consisting of two dam  
14 structures separated by an island; the Canal Forebay; and the  
15 existing Canal along the north Bank of the Cosumnes River,  
16 running westerly and approximately parallel to the River, to and  
17 under Highway 16, thence along the southerly side of Highway 16,  
18 crossing Murieta Parkway in an underground pipeline, and thence  
19 to the boundary of the Anderson/Sullivan agricultural lands at  
20 Lone Pine Road. The Dam and Canal are shown approximately on the  
21 Map attached hereto, Exhibit C, and are within the following  
22 described lands:

23 a. The Dam and the Canal Forebay are in the  
24 SW-1/4 of the SE-1/4 of Section 35, T 8 N,  
25 R 8 E;

26 b. The Canal is located within the aforesaid  
27 quarter-quarter Section in the SE-1/4 of the

1 SW-1/4 of said Section 35; and in the north  
2 1/2 of Sections 2, 3 and 4, T 7 N, R 8 E, and  
3 in the S-1/2 of Section 33, T 8 N, R 8 E,  
4 MDM.

5 2. Joint Use of Granlees Dam and Forebay by CIA and CSD.

6 A. Easement.

7 CIA hereby grants to District an easement, for a term  
8 of 40 years, which term is automatically renewed for successive  
9 40 year terms unless either party objects in writing at least 180  
10 days prior to expiration of a term, for the joint use of Granlees  
11 Dam; and District hereby grants to CIA an easement, for a term of  
12 40 years, which term is automatically renewed for successive 40  
13 year terms unless either party objects in writing at least 180  
14 days prior to expiration of a term, for the joint use of the  
15 Canal Forebay, for the diversion of waters from the Cosumnes  
16 River to the pumps for the water system serving the Rancho  
17 Murieta Project and for the diversion of waters from the Cosumnes  
18 River into the CIA Canal.

19 Granlees Dam operates primarily to divert water into  
20 the CIA Canal during the irrigation season, from about April 1 to  
21 October 30. During the period from about November 1 to March 31,  
22 the Dam operates primarily to divert water to the reservoirs and  
23 water system for the Rancho Murieta Project. Riparian diversions  
24 occur to both CIA and Rancho Murieta Project on a year-round  
25 basis. In the event the flow of water available is inadequate to  
26 supply all the water to which all water users are entitled under  
27

1 this Agreement, the delivery to each water user shall be in  
2 proportion to its respective water entitlements during such  
3 period of inadequate river flow.

4 B. Operation and Maintenance of Dam and Canal by District.

5 CIA and District agree, that for as long as the same is  
6 mutually agreeable to each of the parties, District will  
7 maintain, operate, and repair Granlees Dam and the CIA Canal on  
8 behalf of both parties.

9 C. Sharing of Costs.

10 (1) Canal Costs. CIA will pay all of District's  
11 actual and reasonable costs of maintaining, operating and  
12 repairing the CIA Canal downstream from the Forebay to the  
13 Anderson/Sullivan boundary at Lone Pine Road, and District  
14 shall regularly bill CIA the actual and reasonable costs  
15 therefor; provided that annually, if requested by CIA, District  
16 will provide CIA with a copy of its duly adopted budget with  
17 supporting budgetary detail of its budgeted costs to maintain,  
18 operate and repair such facilities during that fiscal year.

19 (2) Forebay Costs. The costs of repair, maintenance  
20 and operation of Forebay works will be paid by District.

21 (3) Dam Costs. The responsibility for the maintenance  
22 and repair of Granlees Dam shall be based upon the utilization  
23 thereof, both in time, length of use and quantities of water to  
24 be diverted by each party.

25 (4) Notwithstanding any other provision of this  
26 Agreement, CIA and District agree to reevaluate this allocation  
27 of costs every five years beginning in 1988. On or before  
28

1 March 1 of each reevaluation year (beginning in 1988), District  
2 shall submit to CIA a proposed allocation, based on actual and  
3 estimated costs, usages and other relevant factors. District and  
4 CIA shall endeavor to agree to a reasonable allocation on or  
5 before May 1 of each reevaluation year. The five year period  
6 shall run from July 1 to June 30, and not on a calendar year.

7 (5) Between this Agreement's effective date and June  
8 30, 1988, the parties agree that the District and CIA shall share  
9 the costs identified in Section 2C(3) on a 50-50 basis.

10 3. Water Rights Being Utilized by CIA.

11 It is agreed that all riparian rights to the lands  
12 being served with irrigation water from the Cosumnes River  
13 through the CIA Canal shall remain intact, and remain a part of  
14 the land which is riparian; and District agrees to act as agent  
15 for these riparian CIA landowners in diverting, conveying and  
16 delivering water through the CIA Canal to such riparian lands.

17 It is further agreed that there are also various  
18 appropriative and prescriptive rights being utilized to provide  
19 irrigation water deliveries through the CIA Canal to said lands,  
20 including:

21 Application 1829, License 537, of RMPI, to  
22 divert .28 cfs at Granlees Dam from March 15  
23 to about September 1 of each year, to  
24 irrigate a total of 22-1/2 acres.

25  
26 Application 2296, License 2629, of Cosumnes  
27 Irrigation Association, to divert 12.5 cfs at

1 Granlees Dam from about March 1 to about  
2 July 10 of each year, to irrigate 471 acres  
3 out of a gross of 569 acres.

4 District further agrees that said appropriative and any  
5 prescriptive water rights shall also remain appurtenant to the  
6 lands upon which said waters are being used, and District shall  
7 act as agent for the owners of said water rights in diverting,  
8 conveying and delivering their water entitlements thereunder.

9 4. CIA Use of Storage Space.

10 In consideration of the matters herein provided for,  
11 District further agrees with CIA, as follows:

12 A. Use of Storage Space.

13 District agrees that, in summer months, when storage  
14 space is available in any of its water supply reservoirs, it  
15 will, at the request of over fifty percent of the membership of  
16 CIA, divert from the Cosumnes River into temporary storage, any  
17 water available to CIA; for re-release and use by CIA, when  
18 needed to complete the adequate irrigation of crops on CIA  
19 members' lands towards the later part of the irrigation season.  
20 CIA shall pay, therefore, District's actual and reasonable costs  
21 incurred in diverting, storing and releasing such waters as well  
22 as costs for such reconstruction or construction of new  
23 facilities as may be required to divert, store, and release such  
24 waters and which are requested by over fifty percent of the  
25 membership of CIA.

26 This shall be in addition to any irrigation water made  
27 available to agricultural lands under the District Policy

1 statement on water service to agricultural lands. (See, e.g.,  
2 the CSD policy Statement 85-1, Exhibit D.)

3 B. Indemnification.

4 CIA agrees to indemnify, save harmless and defend  
5 District, its agents, employees or independent contractors from  
6 and against any and all liabilities, claims, suits and costs and  
7 expenses incident thereto, including costs of defense,  
8 settlement, and reasonable attorneys' fees, which may hereafter  
9 be incurred as a result of death or bodily injuries to any  
10 person, destruction or damage to any property, caused in whole or  
11 in part by District diverting, storing and releasing such water  
12 during summer months as CIA shall have requested under paragraph  
13 4A above.

14 To assist in conserving domestic water use within CIA  
15 lands, District agrees to cooperate with CIA members Anderson and  
16 Sullivan in implementing a plan for irrigation of the commercial  
17 areas South of Highway 16 with raw water as shown by the  
18 conceptual study plan by Giberson and Associates dated  
19 November 3, 1986, and attached hereto as Exhibit E.

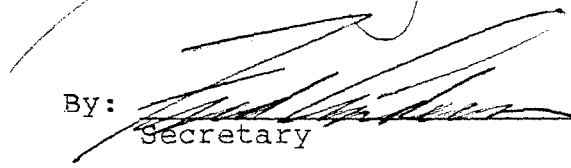
20 5. Use of and Charges for Water.

21 The parties hereto agree that water diverted pursuant  
22 to the rights of CIA and partners therein shall be used, conveyed  
23 and paid for pursuant to CIA rules and regulations. The parties  
24 hereto agree that water diverted pursuant to the rights of  
25  
26  
27

1 District and customers thereof shall be used, conveyed and paid  
2 for pursuant to District ordinances.

3 Dated: December 16, 1987 COSUMNES IRRIGATION ASSOCIATION

4 By:   
5 President


6 By:   
7 Secretary


8 RANCHO MURIETA COMMUNITY  
9 SERVICES DISTRICT

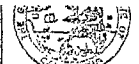
10 By:   
11


12 RANCHO MURIETA PROPERTIES  
13 INCORPORATED

14 By:   
15

16  SACRAMENTO COUNTY  
17 My comm. expires OCT 9, 1990

18  SACRAMENTO COUNTY  
19 My comm. expires OCT 9, 1990

20  NOTARY PUBLIC - CALIFORNIA  
21 SACRAMENTO COUNTY  
22 My comm. expires OCT 9, 1990

23  NOTARY PUBLIC -  
24 SACRAMENTO COUNTY  
25 My comm. expires OCT 9, 1990



CORPORATE ACKNOWLEDGMENT

Agreement Among CIA, RMA, & CSD Re: Granite Dam, CIA Canal & Water Right

State of California }  
County of Sacramento } SS.

On this the 28th day of January 1988, before me,  
Linda Dalene Eversole  
the undersigned Notary Public, personally appeared

88 02 - 2 1332

CORPORATE ACKNOWLEDGMENT

Agreement Among CIA, RMA, & CSD Re: Granite Dam, CIA Canal & Water Right

State of California }  
County of Sacramento } SS.

On this the 7th day of January 1988, before me,  
LINDA Dalene Eversole  
the undersigned Notary Public, personally appeared

88 02 - 2 1332

CORPORATE ACKNOWLEDGMENT

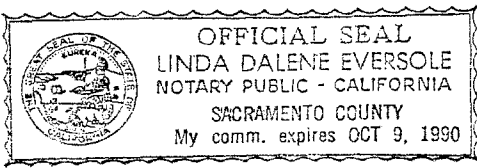
Agreement Among CIA, RMA, & CSD Re: Granite Dam, CIA Canal & Water Right

State of California }  
County of Sacramento } SS.

On this the 6th day of January 1988, before me,  
Linda Dalene Eversole  
the undersigned Notary Public, personally appeared

Richard E. Brandt  
 personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument as  
President or on behalf of the corporation therein  
named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.

88 02 - 2 1332



CORPORATE ACKNOWLEDGMENT

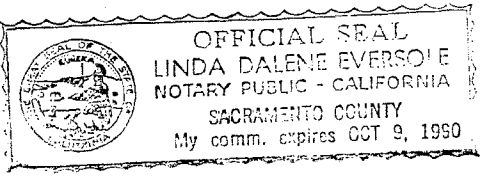
Agreement Among CIA, RMA, & CSD Re: Granite Dam, CIA Canal, & Water Right

State of California }  
County of Sacramento } SS.

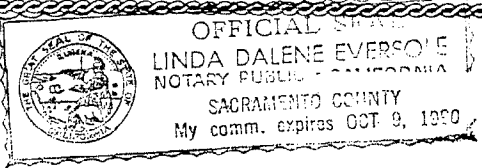
On this the 6th day of January 1988, before me,  
Linda Dalene Eversole  
the undersigned Notary Public, personally appeared

ERIK J. Tallstrom  
 personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument as  
Vice-President or on behalf of the corporation therein  
named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.

88 02 - 2 1333



Linda Dalene Eversole  
Notary's Signature



00 02 -2 1335

THIS AGREEMENT executed this 30th day of April, 1950,  
by and among MARY A. W. MILLS, MARTHA ANN STEWARD, WAGNER BROTHERS,  
ROBERT C. CATTLEF, and JOHN D. GRANLEES, all of Sacramento County,  
California,

## WITNESSETH:

WHEREAS, the parties hereto have been and are conduct-  
ing business as a general partnership in Sacramento County, Cali-  
fornia, under the name of Cosumnes Irrigation Association pursu-  
ant to oral and written agreements of various types entered into  
at various times, some of which have been lost or superseded, and

WHEREAS, the parties desire to continue the business and  
to redefine the terms of their association and to commit their  
agreement to writing in definitive form, now, therefore, intend-  
ing to be legally bound hereby the parties hereto hereby agree  
to continue the aforementioned partnership under the laws of the  
State of California, under the following terms and conditions:

## ARTICLE I

## NAME AND PLACE OF BUSINESS

1. The name of the partnership shall be COSUMNES IRRI-  
GATION ASSOCIATION, hereinafter called the Association.

2. The principal place of business of the Association  
shall be at the residence of JOHN D. GRANLEES in the community of  
Bridgchouse in the county of Sacramento, State of California, and  
at such other localities within or without the State of California  
as may be fixed by agreement of the partners.

EXHIBIT "A"

## ARTICLE II

## PURPOSES OF THE BUSINESS

1. The Association shall engage in the business of operating, maintaining, repairing, constructing and reconstructing a dam and ditch system to divert water from the Cosumnes River at about the present location of Granlees Dam or at such other location as the Association may, by agreement of the partners, select, and distribute such water to the lands of the members of the Association as such lands are more particularly shown within the solid line on the "Map of Cosumnes Water District" attached to this agreement and made a part hereof as Exhibit "A"; and to engage in such related activities as may be selected by agreement of the partners.

2. In order to accomplish the foregoing purposes, the Association may acquire and dispose of real and personal property, and borrow and lend money; may execute notes, bonds, and other obligations for money borrowed, property purchased, or otherwise acquired, and secure the payment of principal and interest thereon by mortgage, pledge, hypothecation, deed of trust, or otherwise, of any or all property acquired or which may be acquired by the Association.

## ARTICLE III

## CAPITAL CONTRIBUTIONS, ACCOUNTS AND WITHDRAWALS

1. The capital of the Association shall consist of those appropriative and prescriptive water rights which have been acquired by the Association, as partially evidenced by license

no. 2629 issued to the Association by the State Engineer of California; Granlees Dam and the ditch system therefrom, with appurtenant works, extending to the lands of the partners. The percentage of such capital contributed by each of the partners, personally and through their predecessors in interest, is hereby fixed and defined as follows:

Mills	50.44%
Steward	.21%
Wagner Brothers	10.72%
Cattlet	18.17%
Granlees	20.46%

which contributions shall hereafter fix, for all purposes of this agreement, the interest of the partners in the Association, its properties and business.

#### ARTICLE IV

#### MANAGEMENT

1. In all matters involving the Association, including the incurring of extraordinary expense or indebtedness, expansion of business, entering new business, or withdrawal of capital, the agreement of the partners shall be necessary.

2. As used in this agreement, the term "agreement of the partners" means the agreement of those partners holding at least 75% of the interest in the Association, as set out in Article III hereof.

3. The Association shall, by agreement of the partners, levy assessments on the partners for the cost of operation,

Association as security for such loans;

(b) Assign, transfer, pledge, compromise or release any of the claims of or debts due the Association except upon payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies of the Association;

(c) Make, execute or deliver any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell or contract of sale of all or substantially all of the property of the Association;

(d) Lease or mortgage any Association real estate or any interest therein or enter into any contract for such purposes;

(e) Become a surety, guarantor, or accommodation party to any obligation.

#### ARTICLE VI

##### TRANSFER OF INTEREST

1. No partner shall pledge or hypothecate or in any manner transfer his interest in the Association, its capital or business, except to the other parties to this agreement, without prior notice to the other partners; and the contents of this agreement shall be fully disclosed to any such transferee.

#### ARTICLE VII

##### MISCELLANEOUS

1. The Association shall maintain a bank account or

bank accounts in such bank or banks as may be agreed upon by the partners.

2. All notices provided for under this agreement shall be in writing and shall be sufficient if sent by registered mail to the last known address of the party to whom such notice is to be given.

3. Proper and complete books of account shall be kept at all times and shall be open to inspection by any of the partners or by his authorized representative at any time during reasonable business hours.

4. The parties hereto covenant and agree that they will execute all other instruments and that they will perform any acts which are or may become necessary to effectuate and to carry on the partnership created by this agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals to five counterpart copies of this agreement the day and year first above written.

Mary A. W. Mills  
 \_\_\_\_\_  
Martha Ann Steward  
 \_\_\_\_\_  
Robert Wagner  
 \_\_\_\_\_  
 and Walter Wagner  
 doing business as Wagner Brothers  
Robert C. Catlett  
 \_\_\_\_\_  
John D. Granleec  
 \_\_\_\_\_

THIS AGREEMENT executed this 29th day of April, 1957 by and among MARY A. W. MILLS, MARTHA ANN STEWARD, WAGNER BROTHERS, ROBERT C. CATTLE and JOHN D. GRANLEES, all of Sacramento County, California:

WITNESSETH: that

WHEREAS, the parties hereto or their predecessors did under date of April 30, 1956, enter into an agreement relative to the COSUMES IRRIGATION ASSOCIATION; and they now desire to supplement the said agreement, now therefore, the parties hereto agree as follows:

1. In addition to the privileges conferred upon the partners under the said agreement, each partner shall have the privilege, upon payment to the Association of a fee of \$10 per acre, to irrigate an additional area or areas up to a maximum of 50 acres with the water allotted to him under the said agreement, provided that each such partner shall pay assessment to the Association on such additional area or areas equal to the assessments paid by the partners under paragraph 3 of Article IV of said agreement.

2. In further addition to or clarification of the privileges conferred upon the partners under the said agreement, any partner may store water to which he is entitled under the said agreement, for later use.

3. Nothing in this supplemental agreement shall in any way increase the total quantity of water to which any partner is entitled under the said agreement,

or the interest of any partner in the Association, its properties and business.

In WITNESS WHEREOF THE parties hereto have set their hands and seals to five counterpart copies of this supplemental agreement the day and year first above written.

John D. Charles  
Wagner Bros  
R. W. Walter Wagner  
D. J. Collier  
Walter H. Howard  
James E. Jones





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RMPI BOUNDARY

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35

RANCHO MURIETA  
PUMPING PLANT  
FOREBAY AT  
GRANLEES DAM

LAGUNA JOAQUIN

C.I.A. IRRIGATION  
CANAL

ROAD

JACKSON

ROCK CRUSHER  
PLANT PUMP

GRANLEES  
DAM

C.I.A. CANAL  
DIVERSION

BASS LAKE PUMP

ANDERSON  
WEST RANCH

ANDERSON  
SULLIVAN

OLD BRIDGE  
PUMP (GOLF  
COURSE)

C.I.A. OWNERSHIP INTERESTS EXHIBIT

EXHIBIT C

PAGE

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## RANCHO MURIETA COMMUNITY SERVICES DISTRICT

## POLICY STATEMENT

## WATER SERVICE TO AGRICULTURAL LANDS

INTRODUCTION

The Cosumnes Irrigation Association (CIA) provides irrigation water to agricultural lands on the Granlee, Carlson and Maun Ranches at Rancho Murieta by diversion of Cosumnes River water flows thru the CIA ditch which flows thru Rancho Murieta.

In years of normal and above normal runoff there is adequate water to meet the irrigation needs of these ranches. Since there are no facilities in the CIA ditch system to store water seasonally for use, in years of subnormal flows there is a shortage of irrigation water. Under drought conditions similar to the year 1977, the entire Cosumnes River basin suffers from a lack of storage in the basin.

NEED

The ranch lands within the Rancho Murieta Community Services District are in need of a supplemental water supply during subnormal water years (like 1976) to complete irrigation in the latter part of the season so that a crop may be brought to harvest. The ranch owners recognize that in a drought year (like 1977) there is insufficient water storage with present facilities to provide any water for irrigation purposes. Under these circumstances, the ranch owners will most likely not plant a crop in a drought year. However, in a subnormal year (like 1976) the ranch lands may need up to 200 acre feet of stored water for irrigation purposes.

POLICY

Recognizing that use of stored water at Rancho Murieta is primarily for residential and related purposes, but that present use is substantially less than that required for ultimate residential buildout, CSD is willing over the next five years to annually make available up to 200 acre feet of stored water for irrigation purposes on ranch lands within the District during years of subnormal river runoff (like 1976); provided however, that in drought years (like 1977), stored water will not be available for irrigation purposes on agricultural lands.

The price for stored water released to the CIA ditch shall reflect the costs of placing the water into storage by pumping from the river and is presently set at \$16.00 per acre foot subject to review reflecting increase in costs for pumping and other storage charges.

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BOOK PAGE

Over the next five years, the District shall entertain an application for use of up to 200 acre feet of water from reservoir storage in years of subnormal river runoff as measured at the Michigan Bar Gaging Station (like 1976 runoff) but not in years of above normal or drought years (like 1977). The cost of such stored water for irrigation of agricultural lands shall be \$16.00 per acre foot subject to annual review to reflect changes in storage and operations costs.

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