

*Original in
Easement file*

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6 Recording Requested By
7 Rancho Murieta Community
8 Services District
9 When Recorded Return To:
10 Rancho Murieta Community
11 Services District
12 P.O. Box 1050
13 Rancho Murieta, CA 95683

NO
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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").

88 02 -2 1258

Recitals

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

BOOK PAGE

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

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

5 NOW, THEREFORE, it is agreed as follows:

6
7 Description of Easement

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

12
13 Use of Easement by the District

14 2. The easement granted herein includes the following use of
15 the Property:

16 (a) District has the right to make use of the lakes and
17 reservoirs described above in Section 1 for storage and
18 impoundment of water supplied by the District and for the
19 temporary storage and distribution of water acquired through the
20 riparian, prescriptive or appropriative rights of the District.

21 (b) The District shall operate the dams and reservoirs
22 (Calero, Chesbro, Clementia, Bass, Laguna Joaquin and Guadalupe)
23 shown on Exhibit "A" and regulate the water levels therein. The
24 District shall endeavor to maintain the water in the lakes so
25 that the level thereof below the crest elevations of the
26 emergency spillway shall not be more than eighteen (18) inches.

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

7
8 Exclusiveness of Easement

9 3. The easement granted herein is exclusive unless the District
10 in writing first assigns all or part of its rights to others with
11 RMA's written consent. RMA shall retain the right to use the
12 lakes and reservoirs described herein for recreational purposes
13 by members of Rancho Murieta Association and others as designated
14 and described in the Declaration of Covenants, Conditions and
15 Restrictions for Rancho Murieta Unit No. 1, recorded in the
16 Official Records of Sacramento County on March 4, 1974, in Book
17 74-03-08 at page 358, et seq., as amended and restated from time
18 to time, provided that such recreational uses comply with
19 applicable laws and regulations, including the requirements of
20 the Department of Health Services, State of California and the
21 District, as amended from time to time.

22
23 Maintenance, Repair & Replacement

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

1 (a) District shall be solely responsible for inspection,
2 maintenance, repair and restoration of dams, spillways, outlet
3 works, pumping stations, subdrains and other installations within
4 the dam structure in Exhibit "A", and as listed in paragraph 2(b)
5 above.

6 (b) District shall be responsible for controlling
7 vegetation and aquatic growth below the high water line solely in
8 the lakes and reservoirs commonly known as Calero, Chesbro,
9 Clementia, Laguna Joaquin and Bass Lake. RMA shall be
10 responsible for controlling vegetation in the area between the
11 high water line and service roads around all lakes and reservoirs
12 described in Exhibit "A", except Calero, Chesbro and Clementia,
13 as well as for controlling water quality, vegetation and aquatic
14 growth below the high water line in Lake Guadalupe. In
15 controlling such vegetation, District and RMA shall comply with
16 requirements of the Department of Health Services, State of
17 California, and District rules and regulations.

18 (c) The District, at its sole option, may elect to perform
19 any or all of RMA's duties under this Agreement if RMA should
20 fail to perform its duties in a reasonable and timely manner
21 *and if the District has notified the RMA promptly and given*
22 RMA agrees to reimburse the District for the District's actual
23 costs of performing any duties of RMA which the District elects
24 to perform. The District's performance of any or all of RMA's
25 duties shall not constitute the District's waiver of RMA's
26 obligation to perform such duties nor the District's commitment
27 to continue to perform such duties of RMA as the District may
28 elect to perform from time to time.

*8/20/08
RMA
with
suitable
time for
correction.*

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

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

22

23

Arbitration

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

28

1 arbitrator(s) may be entered into any court having jurisdiction
2 thereof. The compensation of the arbitrator(s) and all expenses
3 of arbitration shall be borne by the parties equally.
4

5 Entire Agreement

6 9. This instrument contains the entire agreement between the
7 parties relating to the rights herein granted and the obligations
8 herein assumed. Any oral representations or modifications
9 concerning this instrument shall be of no force and effect unless
10 a subsequent written modification is signed by both parties to
11 this Agreement.
12

13 Attorney Fees

14 10. In the event of any controversy, claim, or dispute relating
15 to this instrument or the breach thereof, the prevailing party
16 shall be entitled to recover from the losing party reasonable
17 expenses, attorney's fees, and costs.
18

19 Notice

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

23 RANCHO MURIETA COMMUNITY SERVICES DISTRICT
24 General Manager
25 Rancho Murieta Community Services District
26 7248 Murieta Drive, Suite B-8
27 Rancho Murieta, CA 95683
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RANCHO MURIETA ASSOCIATION
General Manager
Rancho Murieta Association
7220 Murieta Drive
Rancho Murieta, CA 95683

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: *Richard E. Brault*
Title: PRESIDENT
Date: 11/22/87

RANCHO MURIETA ASSOCIATION

By: *J.P. Slightal*
Title: President
Date: 11/29/87

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:

<u>Description No.</u>	<u>Easement Name</u>
B	Clementia 21" Raw Water Supply Line Easement
C	Clementia to Lake Ten 10" A.C.P. Easement
D	Bass Lake Pump and Water Line Easement
G-1	Chesbro Spillway Easement
G-2	Chesbro Drainage Easement
G-3	Chesbro North Dam Drainage Easement
H	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: