

RESOLUTION NO. R2015-14

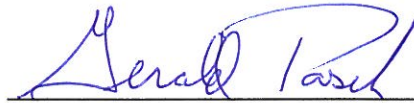
**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
ACCEPTING OF EASEMENT**

**BE IT RESOLVED** by the Board of Directors of the Rancho Murieta Community Services District that the District accept the Assignment of Water Easement Rights from Carol Anderson Ward, Manager, The Retreats, LLC, a Delaware Limited Liability Company, dated October 26, 2015, a copy of which is attached (Attachment A);

It is hereby accepted by the Board of Directors on behalf of the District, that the Board of Directors does hereby authorize and consent to the recordation of the Easement, and that the District Secretary is authorized and directed to record the Easement with the Sacramento County Recorder's Office.


**PASSED AND ADOPTED** this 4<sup>th</sup> day of November, 2015 by the following vote:

**Ayes:** Pasek, Ferraro, Graf, Martel, Pecotich  
**Noes:** None  
**Abstain:** None  
**Absent:** None



\_\_\_\_\_  
Gerald Pasek, President of the Board  
Rancho Murieta Community Services District

**Attest:**

  
\_\_\_\_\_  
Suzanne Lindenfeld  
District Secretary

Recording requested by, and  
when recorded return to:

Rancho Murieta Community Services District  
P.O. Box 1050  
15160 Jackson Road  
Rancho Murieta, CA 95683

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Portion APN 073-0190-099

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF EASEMENT**  
**Water Line Easement**

*Conveyance to government agency -- exempt from recording fees (Government Code sections 6103 & 27383) and documentary transfer tax (Revenue and Taxation Code section 11922).*

The Retreats, LLC, a Delaware Limited Liability Company ("Grantor"), the owner of that certain real property ("Property") located in the unincorporated area of the County of Sacramento, State of California, which is known as Lot "A" as shown on that certain map entitled "The Retreats-West", filed in Book 386 of Maps, Page 3, Sacramento County Official Records, grants to Rancho Murieta Community Services District, a local government agency ("District"), a permanent and non-exclusive easement in gross (the "Easement") over, across and under a strip of the Property as described on the attached Exhibit A and as shown on the attached Exhibit B for the survey, design, installation, construction, excavation, use, operation, maintenance, repair, inspection, expansion, improvement, modification, removal, relocation and replacement of water pipelines and related valves, fittings, equipment, facilities and appurtenances; together with the following rights: (a) to reasonable ingress to, and egress from, the Easement over and across Grantor's lands for such purposes; (b) to temporarily use Grantor's lands contiguous to the Easement as may be necessary during construction-related activities; (c) to trim, cut down, clear away or remove any trees, brush, roots, other vegetation or other obstructions on the Easement that now or in the future may obstruct or interfere with the use of the Easement or access to the Easement area or pose a hazard to District equipment, facilities, employees or contractors; (d) to use gates on the Property in fences that may cross the Easement or that restrict access to the Easement; and (e) to mark the location of underground utilities by suitable markers set and maintained on the land surface above the utility line.

This Easement shall be subject to the following terms and conditions:

1. District shall have the right to use the Easement at any time without prior notice to Grantor as may be necessary or convenient for the purposes and rights described above. The Easement rights may be exercised by District and any of its employees, officers and authorized agents and contractors.

2. Grantor shall not disturb or tamper with any pipeline, valve, fitting, equipment, facility or appurtenance that District may construct or install within the Easement area. Grantor shall not construct any building, structure, or fence, conduct any excavation, grading, drilling, tree planting or other ground-surface alteration, or install any other pipelines or underground utilities on or within the Easement area without the prior written consent of District, which consent shall not be withheld unreasonably.

3. Grantor shall not grant to any third party any easement over, under, upon, across or through the Easement area that would interfere with District's use of its Easement.

4. Grantor shall furnish District with keys to all gates that would otherwise restrict District's access to or within the Easement area.

5. The Easement shall run with the Property and bind, and inure to the benefit of, the successors in interest of Grantor and successors in interest and assigns of District.

6. District shall indemnify, defend, protect and hold harmless Grantor, and its officers, employees and agents, from and against any and all liability, claims, damages, expenses, and costs to the extent caused by a negligent act, error or omission, willful misconduct or violation of law of or by District or its officer, employee or authorized agent or contractor in the exercise of rights granted to District by the Easement, except any loss or damage caused by Grantor's sole negligence, gross negligence, active negligence or willful misconduct.

7. Except for the Easement rights granted to District, Grantor shall continue to have the full use, occupancy and enjoyment of the Property.

Dated: \_\_\_\_\_, 20\_\_ GRANTOR

\_\_\_\_\_

\_\_\_\_\_ *[name]*

\_\_\_\_\_ *[title, if applicable]*

ALL SIGNATURES MUST BE NOTARIZED

ACKNOWLEDGMENT BY NOTARY PUBLIC  
[Cal. Civ. Code § 1189]

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.

State of California    )  
County of \_\_\_\_)

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a 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 signature(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 and official seal.

Signature \_\_\_\_\_ (Seal)

RECORDING REQUESTED BY:  
Rancho Murieta Community Services  
District

AND WHEN RECORDED MAIL TO:

Rancho Murieta Community Services  
District  
15160 Jackson Road  
Rancho Murieta, CA 95683

Portion APN 073-0190-099

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### WATER EASEMENT

#### THE RETREATS, LLC, a Delaware Limited Liability Company

does hereby grant to Rancho Murieta Community Services District, for the purposes of digging, constructing, reconstructing, repairing and forever maintaining drain pipes and inlet and other appurtenances thereto, a water easement over, under, and upon that certain property in the County of Sacramento, State of California, described as follows:

Refer to attached EXHIBITS "A" and "B" Water Easement.

Dated this 26<sup>th</sup> day of October, 2015



By:

Title:

Manager

By:

Title:

#### ACCEPTANCE

This is to certify that the interest in real property conveyed in this Water Easement dated \_\_\_\_\_, 2015 from (The Retreats, LLC, a Delaware Limited Liability Company) to Rancho Murieta Community Services District is hereby accepted pursuant to the authority conferred by Resolution \_\_\_\_\_ adopted \_\_\_\_\_, 2015.

Rancho Murieta Community Services District

\_\_\_\_\_  
Darlene J. Gillum, General Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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.

STATE OF California

COUNTY OF Sacramento

On October 26, 2015 before me, Josh Bruno, notary public,  
date name of notary officer

personally appeared Carol Anderson Ward,  
name(s) of signer(s)

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 signature(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 and official seal.



Josh Bruno  
Signature of Notary

-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
- \_\_\_\_\_
- Title(s)
- PARTNER(S)     LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
Name of Person(s) or entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

OPTIONAL SECTION:

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: Water Easement

NUMBER OF PAGES \_\_\_\_\_ DATE \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

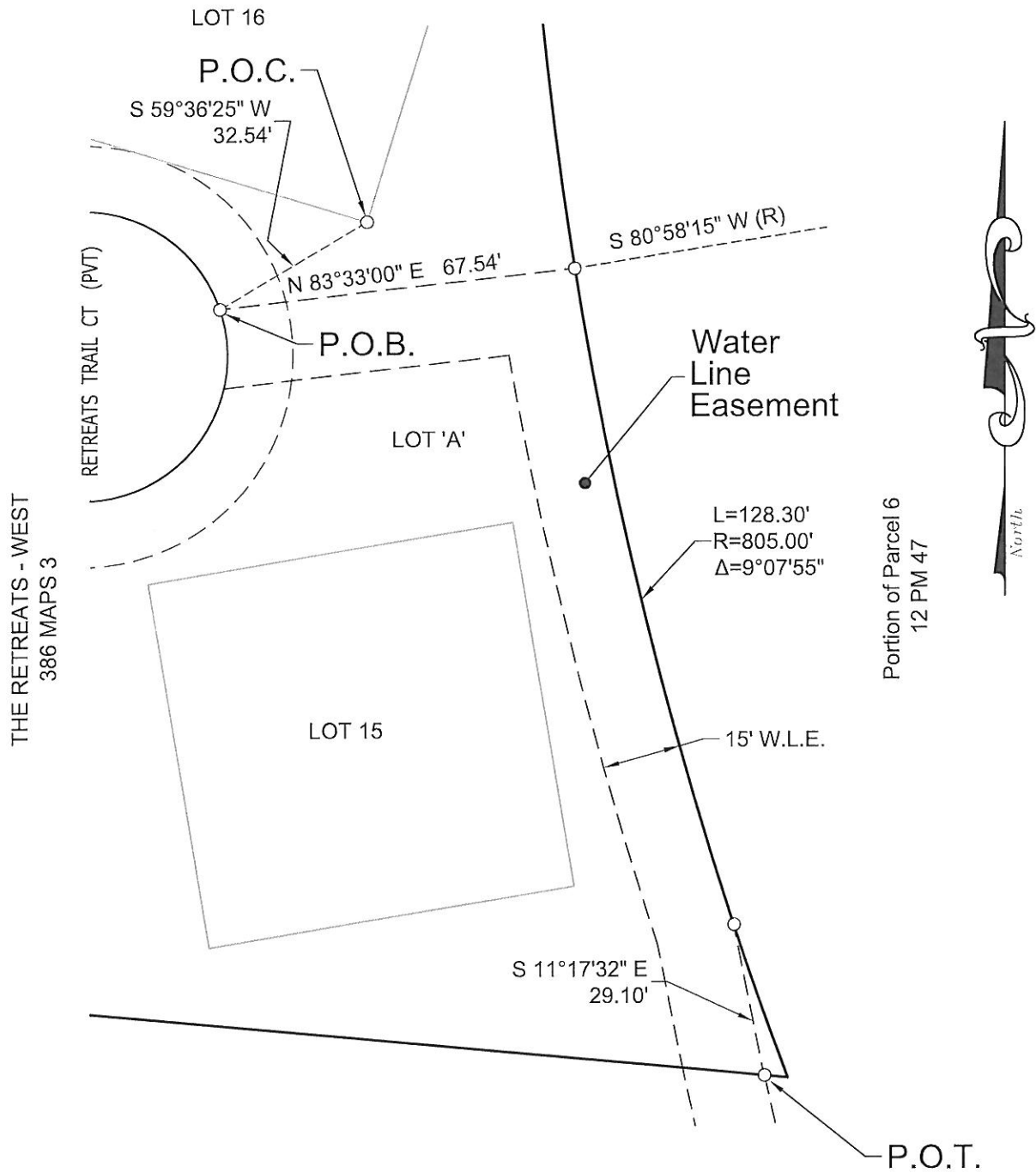


EXHIBIT A  
WATER LINE EASEMENT  
LEGAL DESCRIPTION

A fifteen (15.00) foot wide Water Line Easement, over, across, and through a portion of Lot 'A' as shown on that certain map entitled 'The Retreats – West', filed in Book 386 of Maps, Page 3, Sacramento County Official Records. The northerly and easterly line of which is described as follows:

**Commencing** at the most southerly corner of Lot 16 of said map; thence South  $59^{\circ}36'25''$  West 32.54 feet to a point on the right of way of 'Retreats Trail Court' per said map and the True **Point of Beginning**; thence along said northerly line North  $83^{\circ}33'00''$  East 67.54 feet to a point on the boundary of said Lot 'A'; thence along said boundary to the left, along the arc of a 805.00 foot radius, non-tangent curve concave to the east, having a central angle of  $09^{\circ}07'55''$ , and an arc length of 128.30 feet; thence leaving said boundary South  $11^{\circ}17'32''$  East 29.10 feet to a point on the south boundary of said Lot 'A' and the **Point of Termination**. The southerly and westerly lines of said easement to be lengthened or shortened to terminate on the boundary of said Lot 'A' and said right of way.

# EXHIBIT 'B'



THE RETREATS - WEST  
386 MAPS 3

Portion of Parcel 6  
12 PM 47



## LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. Point of Beginning
- P.O.T. Point of Termination
- W.L.E. Water Line Easement



**BAKER-WILLIAMS ENGINEERING GROUP**

Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services  
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608  
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

SCALE: 1" = 30'

JOB #: 13-10-049

DATE: Oct., 2015

THE RETREATS WEST  
ONSITE  
WATER LINE EASEMENT  
RANCHO MURIETA, CALIFORNIA



SEE SHEET NO. 12

**WATER CONSTRUCTION NOTES:**

- W1 HOT TAP EX. 12" WM & PLACE 8" WATER STUB W/8" GV
- W2 PLACE 1" METERED WATER SERVICE (TYPICAL)
- W3 INSTALL FIRE HYDRANT PER R.M.C.S.D. STD'S (3' CLEAR OF TOP BACK OF CURB, TYPICAL)
- W4 PLACE 1" ARV
- W5 PLACE 1-1/2" PRIVATE WATER SERVICE LINE TO LOTS 10&11&12. PROVIDE A CURB STOP WITH CHRISTY BOX AT PROPERTY LINE
- W6 PLACE 8" PVC C900 CL-150 WATER MAIN
- W7 SAWCUT & REPLACE AC W/3" AC OVER 12" AB MIN.
- W8 CONNECT TO EXIST. 6" RW. CONTACT RANCHO MURIETA COUNTRY CLUB PRIOR TO CONNECTION & ANY TRENCHING
- W9 PLACE 2" RECYCLED WATER SERVICE W/METER & BFD PER RMCSO RECYCLED WATER STANDARDS. (DO NOT CONNECT TO IRRIG. SYSTEM AT THIS TIME)
- W10 PLACE 2-6" PVC SLEEVES FOR FUTURE USE IN COMMON TRENCH WITH IRRIGATION SERVICE
- W11 PLACE THRUST BLOCK PER RMCSO DETAIL W-3 (TYP)
- W12 PLACE 3-6" PVC SLEEVES FOR IRRIGATION USE. MARK END WITH A STAKE. MARK CURB "IRR"

**UTILITY CONSTRUCTION NOTES:**

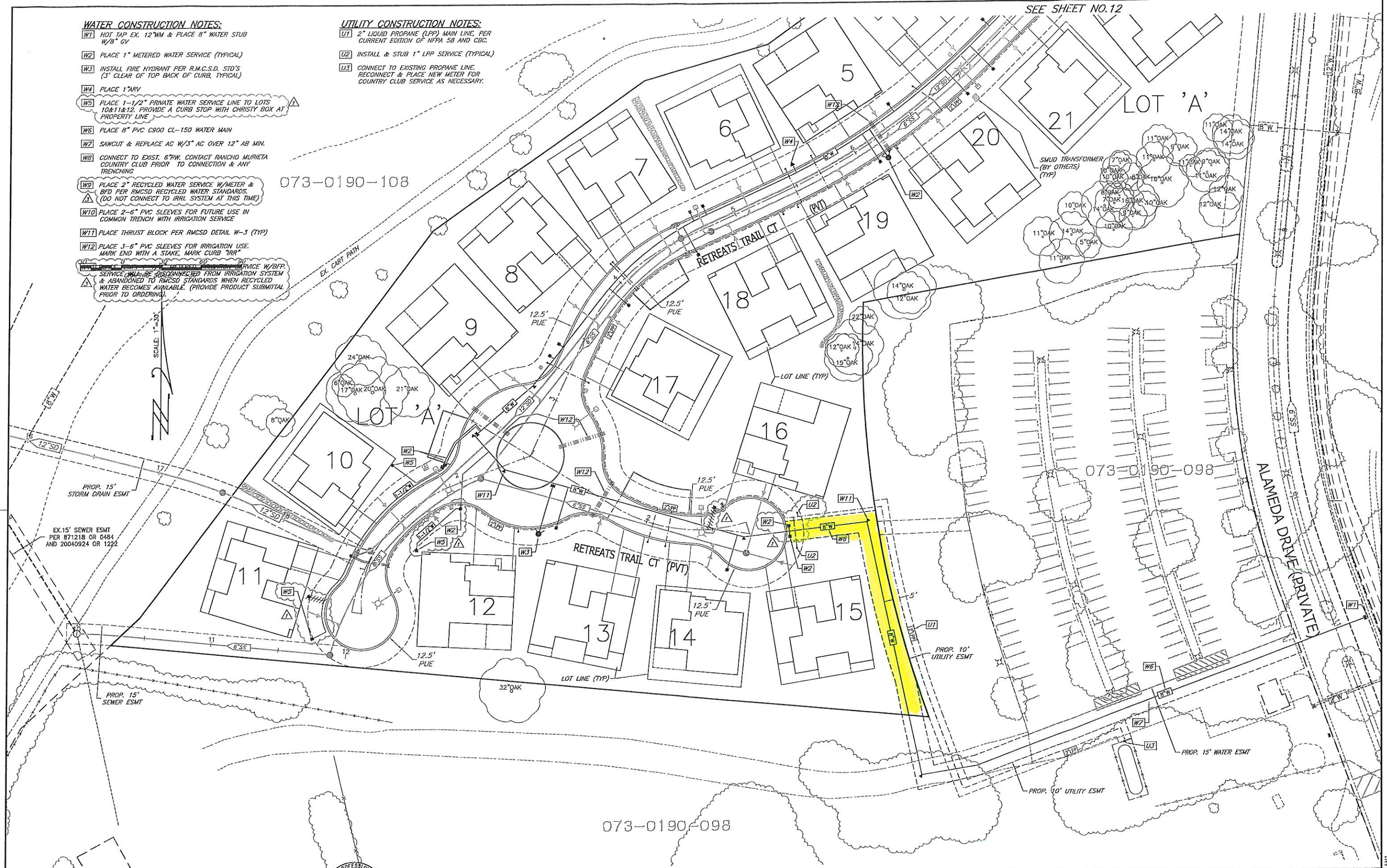
- U1 2" LIQUID PROPANE (LPP) MAIN LINE, PER CURRENT EDITION OF NFPA 58 AND CBC.
- U2 INSTALL & STUB 1" LPP SERVICE (TYPICAL)
- U3 CONNECT TO EXISTING PROPANE LINE. RECONNECT & PLACE NEW METER FOR COUNTRY CLUB SERVICE AS NECESSARY.

W9 SERVICE W/BFP. SERVICE SHALL BE DISCONNECTED FROM IRRIGATION SYSTEM & ABANDONED TO RMCSO STANDARDS WHEN RECYCLED WATER BECOMES AVAILABLE. (PROVIDE PRODUCT SUBMITTAL PRIOR TO ORDERING)

073-0190-108

073-0190-098

073-0190-098



NO.	DESCRIPTION	ENGR. IN CH.	COUNTY APPROVAL	DATE
1	REV. WATER SERVICE TO LOTS 11,12,15,16			

benchmark 1B-B5 elev. 173.55  
 2" BRONZE DISC STAMPED "SACRAMENTO CO. DEPT. OF PUBLIC WORKS B.M. 1B-B5 UNBERGER-PETERS 1978" LOCATED IN TOP OF EAST CONCRETE RAILING EAST END OF SOUTH ABUTMENT OF CONCRETE BRIDGE ON SCOTT RD. @ CREYS CK. & APPROXIMATE 0.10 MILE NORTH OF LATROBE RD. SEE LL 5-122 LEVELS RUN FROM CO. B.M. 1B-23 NAVD 88 DATUM.

PLOT DATE:  
 03-31-14  
 07-07-14  
 09-22-14  
 12-02-14

SCALE  
 horiz: 1"=30'  
 vert: N/A  
 01/16/15  
 date

drafted by: S.F.L.  
 designed by: M.T.R.  
 checked by: S.F.L.  
 715  
 field book

**BW** BAKER-WILLIAMS ENGINEERING GROUP  
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**WATER & UTILITY PLAN**  
**THE RETREATS - WEST**  
 RANCHO MURIETA SACRAMENTO COUNTY CALIFORNIA

SHEET 11 OF 20 SHEETS  
 13-10-049  
 JOB NUMBER