

**RESOLUTION NO. 2002-02
OF THE BOARD OF DIRECTORS
OF THE VOLCANO COMMUNITY SERVICES DISTRICT
ACCEPTING AN EASEMENT FROM FRANK R.
AND ELIZABETH A. PERROTT**

BE IT RESOLVED by the Board of Directors of the Volcano Community Services District that it hereby authorizes its President to execute and the Secretary of the District to record a Certificate of Acceptance concerning the conveyance of an easement from Frank R. and Elizabeth A. Perrott as described in the Easement Agreement in the form attached hereto as Exhibit A and incorporated herein by this reference, subject to confirmation that there are no adverse encumbrances affecting the Perrott property described in the Easement Agreement.

The foregoing resolution was duly passed and adopted at a regular meeting of the Board of Directors of the Volcano Community Services District held on this 1st day of April, 2002, by the following vote:

AYES: *all*

NOES:

ABSENT:

ABSTAIN:

Signed and approved by me after its passage this 1st day of April, 2002.



President, Board of Directors

ATTEST:



Secretary of the Board of Directors

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Volcano Community Services District
P.O. Box 72
Volcano, CA 95689

EASEMENT AGREEMENT

This Agreement (“Agreement”) is entered into and effective the _____ day of April, 2002, by and between Frank R. Perrott and Elizabeth A. Perrott (hereinafter collectively referred to as “Grantor”) and the Volcano Community Services District (hereinafter referred to as “Grantee”).

RECITALS

A. Grantor is the owner of certain real property situated in Volcano, Amador County, California, and more particularly described as the Tank Site Easement Parcel and Access and Pipeline Easement Parcel in Exhibit 1, which is attached to this Agreement and hereby incorporated by this reference (hereinafter collectively referred to as the “Servient Tenement”).

B. Grantee is a public agency and provides water service, among other services, to the community of Volcano.

C. Grantee desires to acquire certain easement rights in the Servient Tenement in order to construct and operate a water storage tank, pipeline(s) and appurtenances thereto, and for an access road. Grantor is agreeable to granting such rights.

Now, therefore, the parties hereto agree as follows:

AGREEMENT

1. Grant of Easements. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, the following easements: (1) a perpetual and exclusive easement to excavate, install, construct, reconstruct, replace, repair, improve, maintain, use and operate a water storage tank, pipeline(s) and

property described as the Tank Site Easement Parcel in Exhibit 1; (2) a perpetual and nonexclusive easement to construct, excavate, install, reconstruct, replace, repair, improve, maintain, use and operate a water pipeline and appurtenances thereto for the conveyance of water, on, under, over and across that property described as the Access and Pipeline Easement Parcel in Exhibit 1; and (3) a perpetual and nonexclusive easement for ingress and egress on, over, and across that property described as the Access and Pipeline Easement Parcel in Exhibit 1.

2. Character of Easements. The easements granted in this Agreement burden the Servient Tenement.

3. Secondary Easement. The easements granted in this Agreement include the incidental right of Grantee to enter the Servient Tenement to maintain, repair and improve the easements and to do such other things that are necessary for the full enjoyment of the primary easements. In exercising these rights, Grantee must use reasonable care and may not unreasonably increase the burden on the Servient Tenement or make any material changes to the Servient Tenement. Further, Grantee must compensate Grantor for any damage resulting from the exercise of these rights.

4. Maintenance. Grantee or Grantee's successors or assigns, at their sole cost, shall be responsible for maintaining Grantee's improvements within the easements and the Tank Site Easement Parcel in a clean and orderly manner, free of excessive weeds, debris, and dead or blighted trees. Grantee shall, after commencement of any repairs or other improvements to the improvements within the easement, diligently prosecute the work so that the improvements shall not remain in an unfinished condition any longer than reasonably necessary.

5. Nonexclusive Easements. The Access and Pipeline Easements granted in this Agreement are nonexclusive. Grantor retains the right to make any use of the Access and Pipeline Easement Parcel, including the right to grant concurrent easements in said parcel to third parties, so long as such uses do not interfere unreasonably with Grantee's free use and enjoyment of such easements.

EXHIBIT A

6. Repairs. Grantee shall fully and completely repair (in a workmanlike manner) any damage Grantee might cause to the easement areas and to any utility line, tree, service road, landscaping, paving, fences and other improvements now or hereafter running through, adjacent to or in any portion of the easements. In the event Grantee fails to do so, then Grantee shall reimburse Grantor for any such damage.

7. Indemnification. Grantee, its successors and assigns, shall indemnify, defend and save harmless Grantor and its officers, agents, employees, successors and assigns from and against any and all loss, damage, liability, expense, claim or demand of whatsoever character, direct or consequential, including, but without limiting hereby the generality of the foregoing, injury to or death of persons and damage to or loss of property, resulting from the negligent acts or omissions or willful misconduct of Grantee, its officers, directors, employees, agents, or independent contractors.

8. Insurance. To the extent Grantee purchases and maintains insurance coverage for liability arising out of or in any way connected with the use of the easements by Grantee, Grantee shall cause Grantor to be named as an additional insured on any insurance policy providing such insurance coverage.

9. Scope. Grantee expressly acknowledges that the giving or use of the easement will not in any way be construed as a dedication to the public, other than to Grantee, of the easements or any portion thereof.

10. Termination. The easements hereby granted shall cease and terminate on the earlier of the occurrence of any of the following events: (a) upon nonuse of the water storage tank for a period of five (5) consecutive years; or (b) removal of the water storage tank and failure to replace it within five (5) years after such removal. Upon the happening of such event, all right, title and interest of Grantee, its successors and assigns, in and to the easements shall terminate and revert to Grantor, its successors and assigns.

EXHIBIT A

11. Grantor Approval. Grantor retains the right in perpetuity to approve and/or determine (a) the exterior color of any water tank, if different than the existing shade of dark green, (b) the nature and extent of any landscaping, and (c) the surface finishes of any roads, pavement, or concrete flatwork placed upon the Servient Tenement, which approval and/or determination shall not be unreasonably withheld.

12. Construction and Interpretation. Nothing herein shall be construed to give Grantee, its successors and assigns, any right, title, interest or access to any of Grantor's property, other than the Servient Tenement as described in Exhibit 1.

13. Attorney's Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.

14. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the above easements. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

15. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

GRANTOR

DATED: _____

Frank R. Perrott

EXHIBIT A

DATED: _____

Elizabeth A. Perrott

GRANTEE

DATED: _____

President, Board of Directors
Volcano Community Services District

ATTEST:

By: _____
Secretary, Board of Directors
Volcano Community Services District

EXHIBIT A

DESCRIPTION FOR VOLCANO C.S.D.
EASEMENTS FOR TANK SITE, PIPELINE, & ACCESS ROAD

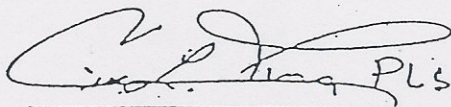
Two easements for the purposes of constructing, operating and maintaining a water tank, pipeline, and access road and appurtenances, situated in the Townsite of Volcano, County of Amador, State of California, and being on, over, under and through two parcels of land lying within "ADJUSTED PARCEL A 9.62 Acres", as shown and so designated upon that certain official map entitled "RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT FOR STEVEN GEORGE & SHARON L. BOWMAN", and recorded in the office of the Recorder of Amador County in Book 49 of Maps and Plats at Page 29; said two easement parcels of land being more particularly described as follows:

TANK SITE EASEMENT PARCEL

Beginning at an angle point in the Southeasterly line of the hereinabove referred to Adjusted Parcel A, from which point the Southeast corner of said Adjusted Parcel A bears South 27°15'54" West 311.06 feet distant; thence, from said point of beginning, along said Southeasterly line of said Adjusted Parcel A, North 37°57'01" East 51.43 feet; thence South 23°00'00" East 11.56 feet; thence, leaving said Southeasterly line of Adjusted Parcel A, North 38°32'18" East 5.80 feet; thence North 44°31'58" West 43.04 feet; thence South 37°57'01" West 52.30 feet; thence, South 43°22'58" East 32.88 feet to the point of beginning; containing 1716 square feet of land more or less.

ACCESS AND PIPELINE EASEMENT PARCEL

Beginning at an angle point in the Southeasterly line of the hereinabove referred to Adjusted Parcel A, from which the Southeast corner of said Adjusted Parcel A bears South 27°15'54" West 311.06 feet distant; thence, from said point of beginning, along said Southeasterly line of Adjusted Parcel A, South 27°15'54" West 75.00 feet; thence, leaving said Southeasterly line of Adjusted Parcel A, North 13°33'43" East 84.43 feet to a point on the Southwesterly line of the hereinabove described Tank Site Easement Parcel; thence, along said Southwesterly line of said Tank Site Easement Parcel, South 43°22'58" East 21.20 feet to the point of beginning; containing 750 square feet of land, more or less.


Ciro L. Toma P.L.S. 3570
Lic. Exp. 06/30/2000

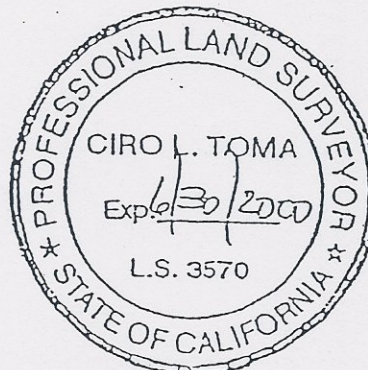
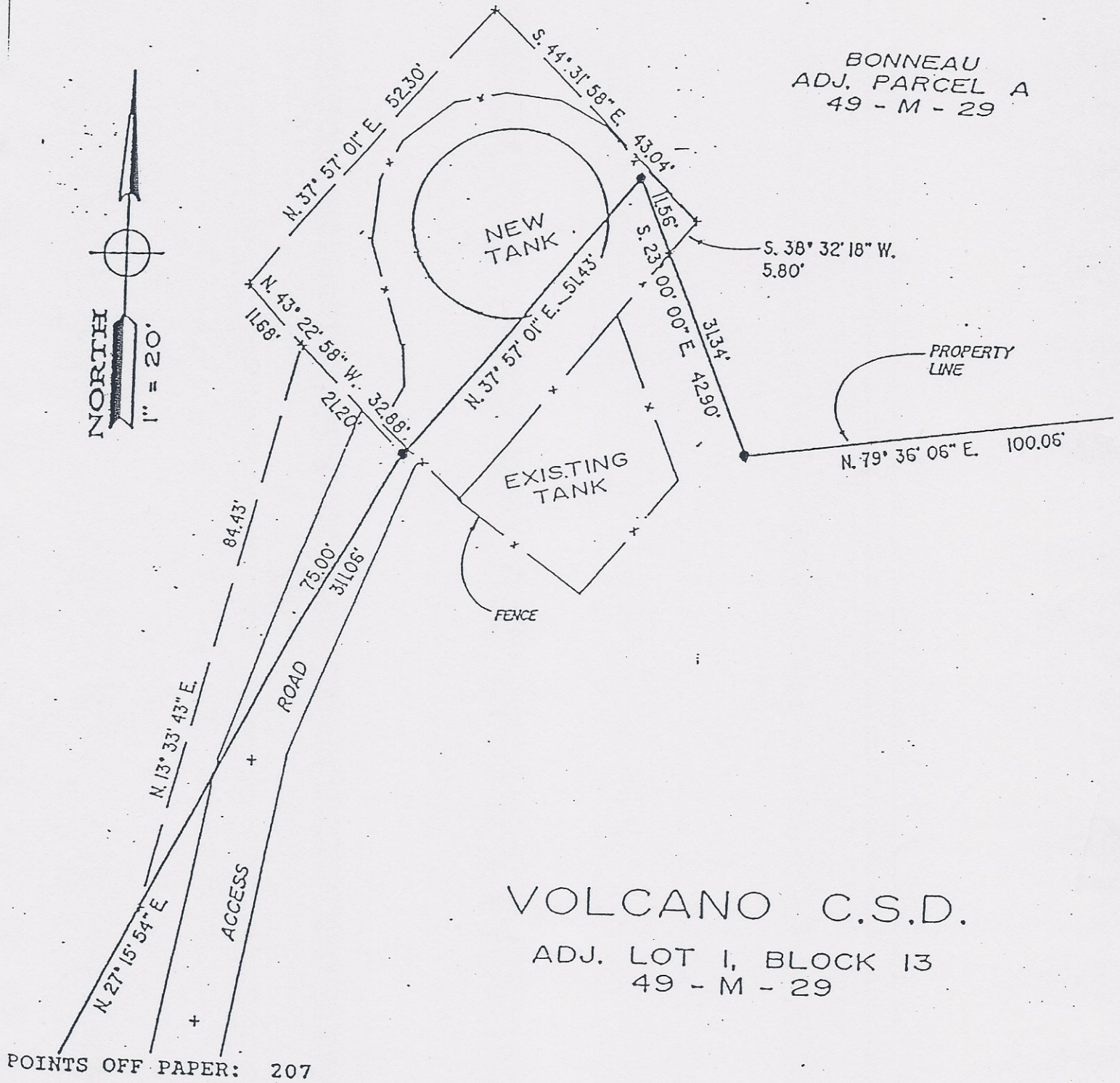


EXHIBIT 1

PLOT SCALE: 1 inch = 20 feet
NORTH IS ROTATED 0 DEGREES CLOCKWISE.



BONNEAU
ADJ. PARCEL A
49 - M - 29



VOLCANO C.S.D.

ADJ. LOT 1, BLOCK 13
49 - M - 29

POINTS OFF PAPER: 207

EXHIBIT 1