

**RESOLUTION NO. 2002-04**  
**OF THE BOARD OF DIRECTORS OF THE**  
**VOLCANO COMMUNITY SERVICES DISTRICT**  
**ACCEPTING AN EASMENT FROM CHERYL PERRY**

**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 Cheryl Perry 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 Cheryl Perry property described in Exhibit 1 to 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 5<sup>th</sup> day of August, 2002, by the following vote:

**AYES:** 3

**NOES:** 0

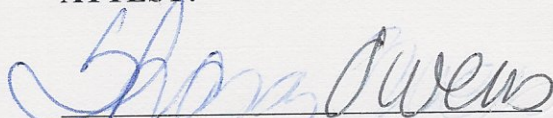
**ABSENT:** 0

**ABSTAIN:** 0

Signed and approved by me after its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

  
\_\_\_\_\_  
President, Board of Directors

**ATTEST:**

  
\_\_\_\_\_  
Secretary of the Board of Directors

Recording Requested By  
And When Recorded Mail To:

# EXHIBIT A

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

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## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between Cheryl Perry (“Grantor”), and Volcano Community Services District, a public agency (“Grantee”).

Grantor and Grantee agree as follows:

Grantor, in consideration of value received from Grantee, the adequacy and receipt of which are hereby acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a perpetual, non-exclusive easement on, under, across and over property owned by Grantor, as her sole and separate property, which property is described in Exhibit 1 attached hereto and incorporated herein by this reference (“Property”) for: (1) ingress and egress; and (2) for the construction, installation, operation, maintenance, repair, replacement and improvement of underground water lines, other utility lines and appurtenances (hereinafter collectively referred to as “Underground Utility Lines”). The easement is shown on Exhibit 2 attached hereto and incorporated herein by this reference and marked Easement C. The easement may be used by Grantee, and its officers, directors, employees, agents and independent contractors. Grantor shall be responsible to maintain the surface of the easement in its current condition.

The District shall have the right to install any and all appliances or devices necessary for the proper repair, maintenance, operation, replacement or improvement of the Underground Utility Lines, and the right to clear the easement and keep the same free of brush, tree or root growth and any other obstruction as may be necessary for the installation, construction, repair, maintenance, operation, replacement and improvement of the Underground Utility Lines. Except for the District's Underground Utility Lines, and related appliances and devices, no buildings, structures or other improvements shall be located within the easement.

The rights and obligations of the Grantor and Grantee set forth above respecting the easement shall be binding on and inure to the benefit of their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Easement Agreement on the date first above-written as follows:

Volcano Community Services District

By: \_\_\_\_\_  
President, Board of Directors

Attest: \_\_\_\_\_  
Secretary, Board of Directors

\_\_\_\_\_  
Cheryl Perry

# EXHIBIT 1

All that real property situated in the State of California, County of Amador, Unincorporated Area described as follows:

A Parcel of land situated in the Townsite of Volcano, County of Amador, State of California, being a portion of Section 23, T.7N., R.12E., M.D.M., more particularly described as follows:

That certain parcel of land delineated and designated "ADJUSTED LOT 13 BLOCK 13" upon that certain 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, Page 29.

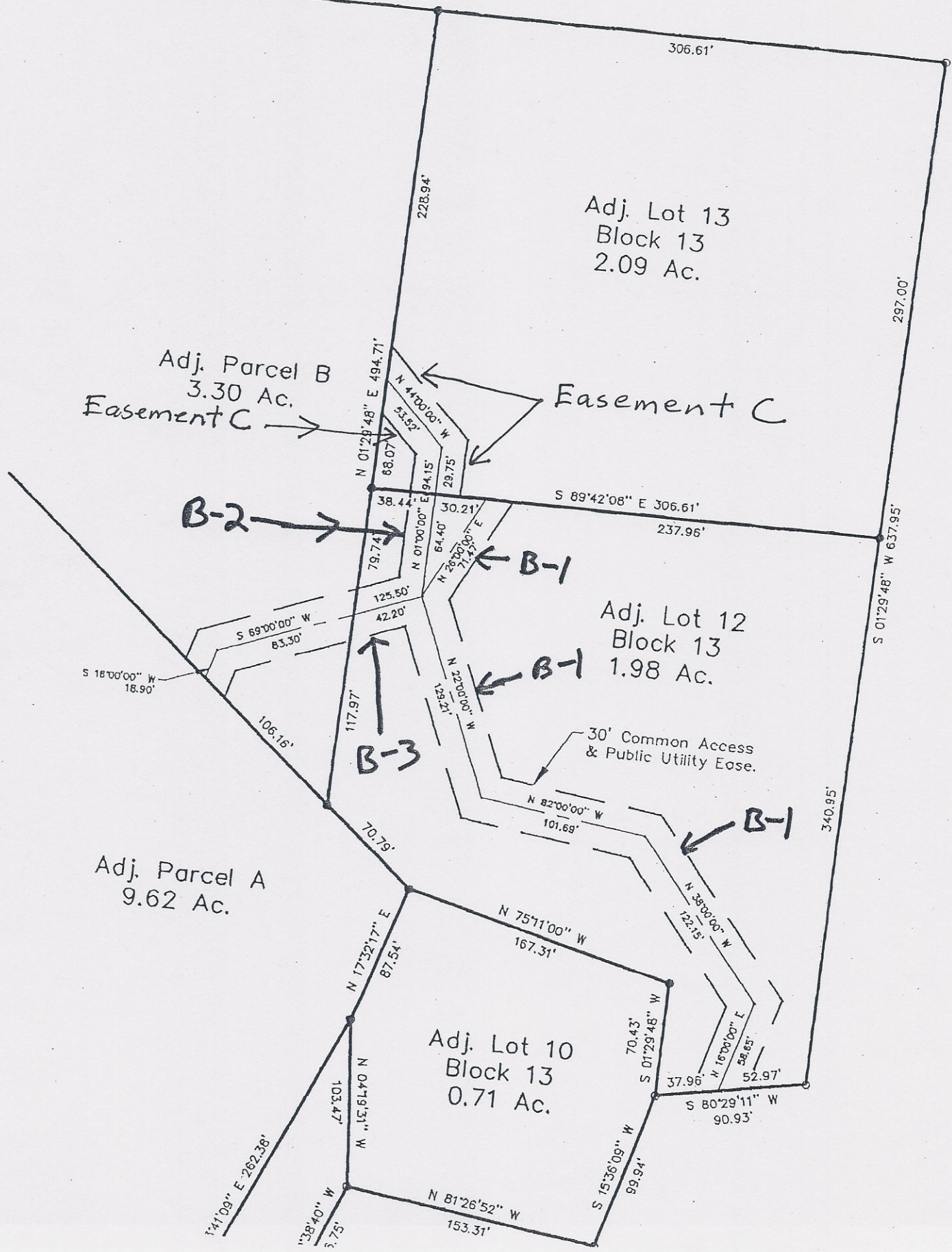
EXCEPTING FROM the above described lot any mine of gold, silver, cinnabar or copper, or any valid mining claim or possession held under existing laws of Congress, as excepted by the United States of America, by Patent recorded November 7, 1872 in Book "N" of Deeds, Page 73, Records of Amador County.

APN : 029-010-013-000

CITY : Volcano

# EXHIBIT 2

S 89°42'08" E 888.21'



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