

**RESOLUTION NO. 2002-01
OF THE BOARD OF DIRECTORS OF THE
VOLCANO COMMUNITY SERVICES DISTRICT
ACCEPTING AN EASEMENT FROM LINDA J. MILLER**

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 Linda J. Miller 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 Linda J. Miller 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 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 Mail To:

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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into and effective this _____ day of _____, 200____, by and between Linda J. Miller ("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 more particularly described in Exhibit 2 attached hereto and incorporated herein by this reference. 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

Linda J. Miller

EXHIBIT /

ORDER NO. 34266 ER

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

PARCEL 1:

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 12 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 : 029-010-012-000

CITY : Volcano

The grantor and grantee agree that all utilities placed on the subject real property shall be placed underground and that they will not allow the widening of Church Street upon the subject property.

This is a covenant running with the land and is intended to benefit adjoining lands retained by the grantor to protect said lands from diminution in value due to unsightly development on the lands hereby transferred.

EXHIBIT 2

Access and public utility easements over Adjusted Lot 12, 49-M-29

Easements for access and public utilities on, over, under and through the following described strips of land, being the uniform width of Thirty (30.00) feet and lying within the County of Amador, State of California and being also within that certain parcel of land delineated and designated "ADJUSTED LOT 12, BLOCK 13 1.98 Acres" 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; the centerline of said easements being more particularly described as follows:

Easement No. 1

Beginning at a point on the South line of the hereinabove referred to Adjusted Lot 12, from which point the Southeast corner thereof bears North 80° 29' 11" East 52.97 feet distant; thence, from said point of beginning, North 16° 00' 00" East 58.65 feet; thence North 38° 00' 00" West 122.15 feet; thence North 82° 00' 00" West 101.69 feet; thence North 22° 00' 00" West 129.21 feet to an intersection point hereinafter referred to as Point "A"; thence North 26° 00' 00" East 71.47 feet to a point in the North line of the hereinabove referred to Adjusted Lot 12, from which point the Northeast corner thereof bears South 89° 42' 08" East 237.96 feet distant.

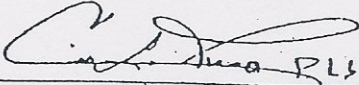
Easement No. 2

Beginning at the hereinabove referred to intersection Point "A", thence, from said point of beginning, North 01° 00' 00" East 64.40 feet to a point on the North line of the hereinabove referred to Adjusted Lot 12, from which point the Northwest corner thereof bears North 89° 42' 08" West 38.44 feet distant.

Easement No. 3

Beginning at the hereinabove referred to intersection Point "A", thence, from said point of beginning, South 69° 00' 00" West 42.20 feet to a point on the West line of the hereinabove referred to Adjusted Lot 12, from which point the Northwest corner thereof bears North 01° 29' 48" East 79.74 feet distant.

The sidelines of the easements described above shall be shortened or extended so as to intersect property lines.


Ciro L. Toma PLS 3570 License expires 6/30/04

