

WHEN RECORDED RETURN TO:
REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
10545 Armstrong Ave., Suite 202D
Mather, CA 95655
MAIL CODE: 55-202D

No Fee Document-Per Government Code 6103
No Document Transfer Tax-Per R & T Code 11922

Okay to Accept

Signature/Date: _____

Print Name & Dept: _____

APN: _____

Project Name & Dept: _____

(WR)

THIS SPACE FOR RECORDER'S OFFICE ONLY

EASEMENT FOR DRAINAGE CANAL OR DITCH

EASEMENT FOR DRAINAGE
(Ingress, Egress, and Maintenance)

_____ do(es) hereby grant to the COUNTY OF SACRAMENTO (hereinafter referred to as the "COUNTY") an easement for drainage, ingress, egress and maintenance purposes (hereinafter referred to as "Drainage Easement") inclusive of boring, constructing, reconstructing, repairing, operating, upgrading and forever maintaining thereon a drainage system, together with all necessary appurtenances appertaining thereto, a perpetual right of way over, under and across that real property situated in the County of Sacramento, State of California, as more particularly described as follows:

SEE EXHIBITS "A"

attached hereto and made a part hereof.

Together with the perpetual right of ingress to and egress from said Drainage Easement property for the purpose of exercising and performing all of the rights and privileges herein granted; provided, all rights hereby granted shall be subject to, and exercised only in accordance with, the requirements of (i) the North Vineyard Station Specific Plan Drainage Master Plan approved by the County [provide approval resolution and date]; and (ii) that certain Joint Use Preserve Management and Maintenance Agreement dated _____, 2007, for reference purposes only, by and between COUNTY and the Southgate Recreation and Park District, a political subdivision of the State of California.

Notwithstanding the Drainage Easement granted hereby, but subject to the limitations stated below, Grantor, without first seeking the COUNTY'S approval, retains the right to construct such trails, benches, fencing, signage, garbage cans and other similar items within the easement area provided they do not interfere with the function of the drainage facilities or COUNTY activities herein authorized. Damage to the COUNTY drainage facilities caused by Grantor shall

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be the responsibility of the Grantor, and in that unlikely event, the Grantor shall compensate the COUNTY for all reasonably resulting loss of or damage to such drainage facilities by either repairing or replacing (to COUNTY specifications), or paying the then fair market value of same, as the Grantor, in its sole and absolute discretion, shall elect.

Damage to such trails, benches, fencing, signage, garbage cans and other similar items within the easement area due to the normal function of the drainage facilities (such as from high water flows) shall be the responsibility of the GRANTOR. Any other damage to Grantor's improvement and/or property caused by Grantee, including damage caused by routine repair and maintenance of the drainage facilities, shall be the responsibility of Grantee, and in that unlikely event, the Grantee shall compensate the Grantor for all reasonably resulting loss or damage to such improvement and/or property by either repairing or replacing (to Grantor's specifications), or paying the then fair market value of same, as the Grantee, in its sole and absolute discretion, shall elect.

Dated this day of _____, 20__

By: _____

By: _____

Printed Name:

Printed Name:

Title: _____

Title: _____

[ADD CURRENT FORM OF NOTARY ACKNOWLEDGMENT]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. 79-534 of the Board of Supervisors of said County adopted on May 8, 1979, and the Grantee consents to recordation thereof by its duly authorized officer.

Chief, Real Estate Division

Date
