RECORDING REQUESTED BY:

Rancho Murieta Association 7220 Murieta Drive Rancho Murieta, CA 95683

AND WHEN RECORDED MAIL TO :

Rancho Murieta Association 7220 Murieta Association Rancho Murieta, CA 95683 Attn:



PAGE NO 1295

PARK DEVELOPMENT AGREEMENT

This Agreement is entered into as of June 28 +h , 1991, by and among the Rancho Murieta Association ("RMA"), the Rancho Murieta Community Services District ("CSD" or "District") and the First Interstate Bank of California, a California corporation, as Corporate Co-Trustee for Pension Trust Fund for Operating Engineers ("PTF" or "Landowner"). The following owners of land within Rancho Murieta have separately and independently entered into this Park Development Agreement with RMA and the District: Winncrest Homes, Inc., FN Projects, Inc., N.T. Hill, Inc., Rancho Murieta Properties, Inc. ("RMPI"), CBC Builders, Inc., and SHF Acquisition Corporation. (Hereinafter, those owners of land within Rancho Murieta that have executed this Agreement, including PTF, will be referred to collectively as "Landowners".)

WHEREAS, Landowner owns those lands described in Exhibits A-1 and A-2 attached hereto (hereinafter the "Property"); and

WHEREAS, the Property subject to this Agreement is limited to a portion of the area within the District referred to hereinafter as Rancho Murieta North; and

WHEREAS, the parties mutually desire to establish a reasonable and orderly program for the development of quality park projects within Rancho Murieta; and

WHEREAS, the present and future homeowners in the Rancho Murieta community will benefit by a comprehensive park program on which they may rely; and

WHEREAS, the parties have met and conferred through the establishment of an ad hoc committee and the committee has developed a Park Development Plan (hereinafter referred to as the "Plan") which consists of a Park Site Plan (attached hereto as Exhibit B), a Park Facility Matrix (attached hereto as Exhibit C) and a Park Financing Plan (attached hereto as Exhibit D); and

WHEREAS, the parties wish to define and delineate the participation of Landowner with respect to its share of responsibility for implementation of the Plan and the Park Financing Plan; and

WHEREAS, the parties wish to enter into this Agreement in order to implement the Plan.

NOW, THEREFORE, the parties agree as follows:

Park Facilities. The parties agree to develop park facilities within the Rancho Murieta area as set forth in the Park Facility Matrix and the Rancho Murieta Planned Development Ordinance (hereinafter referred to as the "PD Ordinance") as amended pursuant to this Agreement. The parties further agree that all such park facilities are in addition to and not in lieu of, or replacement for, any existing facilities whether under control of RMA, Rancho Murieta Country Club or any Landowner. construct the facilities described in the Matrix, except when such Facilities are constructed and/or contributed by Landowners in accordance with Section 7(C). RMA shall utilize the amounts deposited in the Park Development Fund (the "Fund", as described in Section 7(A), below) for this purpose and shall do so within a reasonable period of time following deposits to the Fund. The Fund shall be used for no other purpose. RMA shall have no obligation to construct facilities other than those which may be financed from deposits to the Fund required pursuant to this Agreement.

Park Sites.

- RMPI agrees to convey to RMA for park purposes, without further compensation except as set forth in Section 2.B, those sites shown in the Park Site Plan (Exhibit B), at no cost to RMA. The park sites shall be conveyed to RMA upon the filing of a subdivision map, which subdivides the parcel in which the park site is located, unless otherwise agreed to by the affected Landowner and RMA. The parties agree that the precise location of park sites is difficult to ascertain until development plans are prepared for the Property. Consequently, the location of the park sites set forth in the Park Site Plan (Exhibit B) may be adjusted with the consent of the Park Committee, such consent not to be unreasonably withheld, and the County of Sacramento (hereinafter "County"). All references to "County" shall include the County of Sacramento or any successor agency having jurisdiction over land use matters as set forth in Section 5 below. conveyance shall be made free of any liens and encumbrances including those imposed as part of the formation of any improvement district or community facilities district.
- B. RMPI agrees to convey to RMA a parksite consisting of twenty (20) contiguous acres, more or less, (the "20-acre

parcel") identified as the Clementia Community Park in the Park Site Plan, which shall be located within the area which is more particularly described in Exhibit F-1 and shown in Exhibit F-2, attached hereto and incorporated herein by reference, for the amount of six hundred thousand dollars (\$600,000.00). Conveyance of the 20-acre parcel shall be subject to obtaining approval from County of a parcel map creating the parksite as a legal parcel for purposes of conveyance to RMA. At such time as RMA is prepared to acquire the 20-acre parcel, an escrow shall be opened with a title company selected by RMA, and thereupon RMPI agrees to diligently pursue the filing and processing of all necessary applications and documents required by the County to create the 20-acre parcel. RMPI agrees to cooperate in good faith with RMA in establishing a mutually acceptable location for the 20-acre parcel within the area described in Exhibits F-1 and F-2, with a configuration acceptable for RMA's intended use as a park site. The conveyance shall be made free of any liens and encumbrances including those imposed as part of the formation of any improvement district or community facilities district.

- Pedestrian and Bike Trail System. Landowners agree to develop and upon completion, grant to RMA at no cost to RMA, a system of pedestrian and bike trails, constructed to standards and specifications as approved by the Parks Committee and consistent with state and federal regulations, which shall be incorporated in subdivision maps as development progresses. The pedestrian and bike trails may be incorporated in the road sections subdivisions or through parks to be dedicated to RMA or granted as separate parcels (or easements) as determined by subdivision design and County of Sacramento approval. The trail system may include a river crossing, subject to any required approvals and any conditions imposed thereon by all applicable government agencies. The approximate locations of trails to be developed are shown on Exhibit E attached hereto. It is expressly understood and agreed that locations shown on Exhibit E are conceptual only and that the actual trail configuration shall be as shown on final residential subdivision maps to be approved by the County of Sacramento. Such locations must be consistent with the density permitted under the Rancho Murieta Planned Development Ordinance No. 77-10 ("PD Ordinance"), applicable state and federal statutes and regulations, and customary and reasonable planning and marketing objectives. Changes in the plan shown in Exhibit E will be subject to the consent of the Park Committee, such consent not to be unreasonably withheld.
- 4. Water Supply Units. District agrees that the park sites identified within the Park Site Plan and Exhibit B pursuant to Section 2 hereof shall participate in the Water Supply Augmentation Program and that water supply units reserved for park purposes pursuant to Section 5 of the Second Amendment to the Acquisition

3/15/91 3 CSD91024

and Services Agreement shall be allocated to such park sites. Park sites shall be subject to payment of Water Supply Augmentation Fees as set forth in the Second Amendment and a portion of the fees collected pursuant to Section 7(B) shall be allocated for that purpose.

5. Park Committee.

- A. A committee shall be established upon the execution of this Agreement (hereinafter the "Park Committee"), the initial membership of which shall include two representatives appointed by RMA, one representative appointed by CSD, one representative appointed by RMPI or an assignee expressly designated by RMPI for the purpose of implementing this Section 5, and one representative appointed by landowners other than RMPI, or their successors in interest for a total of five (5) committee members. Upon the completion of all of the Community Park Facilities in Rancho Murieta as described in Exhibit D, the Landowner members shall be replaced by RMA appointees.
- B. Prior to construction of park facilities, the construction plan (and the quality thereof) shall be submitted to and reviewed and approved by the Park Committee for consistency with this Agreement. The Park Committee shall not unreasonably withhold such approval. The Park Committee may approve a proposal which is inconsistent with this Agreement provided the implementation of the proposal will not interfere with the overall implementation and quality of the Plan.
- C. If any proposal made to the Park Committee will require an amendment of the PD Ordinance as amended pursuant to this Agreement, the Park Committee's determination shall be a recommendation to the County of Sacramento on the amendment application. In the event that a party to this Agreement objects to the Park Committee's decision, such party may express this objection to the County if the Park Committee's decisions is not reasonable and/or is not based upon sound planning practices. The County's decision in approving or denying the amendment of the PD Ordinance shall be final.
- 6. Amendment to Rancho Murieta PD. The Landowners agree to draft, submit to the Park Committee for review for consistency with this Agreement, submit to the County for approval, and pay all fees relating to this process, an amendment to the PD Ordinance. The amendment shall implement the provisions of this Agreement and the Park Development Plan as set forth herein, as such Agreement and Plan apply to Landowners. The amendment shall be submitted to the County for approval concurrently with the first amendment to the PD Ordinance submitted to the County by Landowners, or their successors, for a purpose unrelated to this Agreement. Following

submission, Landowners agree to use their best efforts to obtain County approval of the proposed amendment.

7. Park Financing Plan.

Funding of the park facilities and development shall be as set forth in the Park Financing Plan (Exhibit D). Landowners, according to the Park Financing Plan, shall be responsible for financing Neighborhood Parks and Facilities. RMA and Landowners jointly shall be responsible for financing Community Parks and Facilities. Landowner's payment of fees pursuant to the Park Financing Plan shall fully satisfy Landowner's obligation towards the financing of Community Facilities. The Landowners' monetary contributions which are established by the Park Financing Plan, shall be adjusted annually in an amount based on the ENR Construction Cost Index for the San Francisco Region and shall be collected at the time Landowner property is annexed into the RMA. The initial fees shall be in those amounts set forth in subsection B(ii) below. RMA shall establish a park development fund (the "Fund") into which funds collected pursuant to this Agreement shall be deposited. The Fund shall be used for the purposes of constructing the facilities delineated in the Park Facilities Matrix and for no other purpose. RMA shall contribute and shall provide evidence to Landowners that RMA has contributed the amount of \$485.00 (the "RMA Contribution") for each contribution to the Fund pursuant to Section 7(B)(ii). The RMA Contribution shall be made within 30 days following the Landowner contribution to the Fund made pursuant to Section 7(B)(ii). With the consent of the Parks Committee (such consent not to be unreasonably withheld), RMA shall be given a credit against the required RMA contributions for development by RMA of facilities of an equivalent value or quality.

B. Initial Fee Amounts:

i. Neighborhood Park Fees.

Landowner's Property Subject to this Agreement

\$605.00/dwelling unit

ii. Community Parks.

Landowner's Property Subject to this Agreement \$1095.00/dwelling unit

C. RMPI and/or RMA may elect, with the consent of the Park Committee (such consent not to be unreasonably withheld),

to construct Community Park Facilities. In such event a credit shall be given against fees otherwise payable pursuant to this Agreement in an amount equal to the budgeted amount set forth in Exhibit D for the constructed improvement. quality of the improvement shall be commensurate with the amount that would have been expended by a prudent park developer in consideration of and consistent with the amount of credit. RMPI shall provide to the Park Committee, for review and approval, the plans for construction of the proposed facility as set forth in Section 5 herein. The Park Committee shall review the construction plans (and the quality thereof) for consistency with the Park Facility Matrix to determine the total amount of credit to be given. Nothing in this Section 7.C. shall be construed to release RMA from its obligations to utilize monies deposited in the Fund to construct Park facilities (as delineated in Exhibit C) in a timely manner.

- D. Exemption. Any unit for which the CSD Community Facilities fee has been paid to CSD prior to the date of this Agreement shall be exempt from the Community Park fee specified in section 7(B)(ii).
- 8. CSD Community Facilities Fees. CSD agrees as follows:
- A. CSD shall not include as a component of its community facilities fee to be imposed on the lands of Landowners any amount for the purposes of park acquisition or development.
- B. CSD agrees that the community facilities fee applicable to the Property, in effect on September 1, 1990, shall be reduced to Eight Hundred and Forty-Two Dollars (\$842.00) or such other amount as may be adopted by the District in accordance with Section 66000 et seq. of the Government Code. Nothing in this Section 8(B) shall be construed to limit the authority of the CSD to collect fees adopted in accordance with Government Code Section 66000 et seq. for facilities other than facilities for park purposes.
- C. In the event that any Landowner is in breach of this Agreement, nothing herein shall be deemed to preclude the CSD from imposing a lawfully adopted fee for park acquisition and development. In the event that such a fee is enacted, a credit for full payment of such fee shall continue to be given to all non-defaulting Landowners.
- 9. <u>Modifications</u>. Relocations of parks or changes in park size may be approved only upon the mutual written consent of the Park Committee and the Landowner (or its successor in interest) of the undeveloped property subject to the change. Any such change shall be subject to County of Sacramento approval.

the Property described and shown in Exhibit A-1 and A-2. binding upon the heirs, successors and assigns of the parties.

Exhibits. The following is a list of exhibits attached to this Agreement which have been incorporated herein.

A-1 and A-2 - Description of lands owned by Landowners

В Park Site Plan

C Park Facility Matrix

D Park Financing Plan

E Conceptual location of trails

F-1 and F-2 -Description of Clementia Community Park

Counterpart Execution. Execution of this Agreement may be in the form of counterpart originals.

RANCHO MURIETA COMMUNITY

SERVICES DISTRICT_OF SACRAMENTO COUNTY

Date: November 20th.

President

Board

Secretary

Rancho Murieta Community

Services District

STATE OF CALIFORNIA

COUNTY OF Sacras

OFFICIAL SEAL eterecia J. Johns I OTARY PUBLIC - CALIFORNIA SACRAMENTO COUNTY

My Comm. Expires Oct. 17, 1995

...day of Manember before me, the undersigned, a Notary Public in and for said State, personally appeared A.N. Asselfell fallet Juliano, personally known to me (or proved 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.

WITNESS my hand and official seal.

Notary Public in and for said State.

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction. Cowdery's Form No. 10G — ACKNOWLEDGMENT — All Purpose — (1/91)

the Property described and shown in Exhibit A-1 and A-2. It is binding upon the heirs, successors and assigns of the parties.

11. Exhibits. The following is a list of exhibits attached to this Agreement which have been incorporated herein.

A-1 and A-2 - Description of lands owned by Landowners

B - Park Site Plan

C - Park Facility Matrix

D - Park Financing Plan

E - Conceptual location of trails

F-1 and F-2 - Description of Clementia Community Park

12. <u>Counterpart Execution</u>. Execution of this Agreement may be in the form of counterpart originals.

	SACRAMENTO COUNTY
Date: November 20th, 1991	By: // My/////////// President,
ATTEST:	Board of Directors

Linda D. EVERSOLE
Secretary
Rancho Murieta Community

Rancho Murieta Community Services District

Date: // /9 , 1991

Date: 1/19 , 1991

RANCHO MURIETA ASSOCIATION, a California non-profit mutual corporation

RANCHO MURIETA COMMUNITY SERVICES DISTRICT_OF

By: AMPaxhall

Its: A. N. Paschall Rresident

Ву:

Its: Robert Ling, Sectetary/Treasurer

3/15/91

CSD91024

FIRST INTERSTATE BANK OF CALIFORNIA, a California corporation, as Corporate Co-Trustee for Pension Trust Fund for Operating Engineers,

Date: _____ 6 , 1991

Its: VICE PRESIDENT

By: UCon

Its: ASSISTANT VICE PRESIDENT

STATE OF CALIFORNIA

COUNTY OF San Francisco

On <u>June 6</u>, 1991, before me, the undersigned notary public, personally appeared <u>Robert F. Ferguson</u>

[X] personally known to me

proved to me on the basis of satisfactory evidence

Vice President on behalf of FIRST INTERSTATE BANK OF CALIFORNIA, the corporation therein named, such corporation being the Corporate Co-Trustee for Pension Trust Fund for Operating Engineers, and acknowledged to me that _he executed the within instrument as Vice President of FIRST INTERSTATE BANK OF CALIFORNIA and that FIRST INTERSTATE BANK OF CALIFORNIA executed it as Corporate Co-Trustee for the Pension Trust Fund for Operating Engineers.

NOTARY PUBLIC



STATE OF CALIFORNIA

COUNTY OF San Francisco

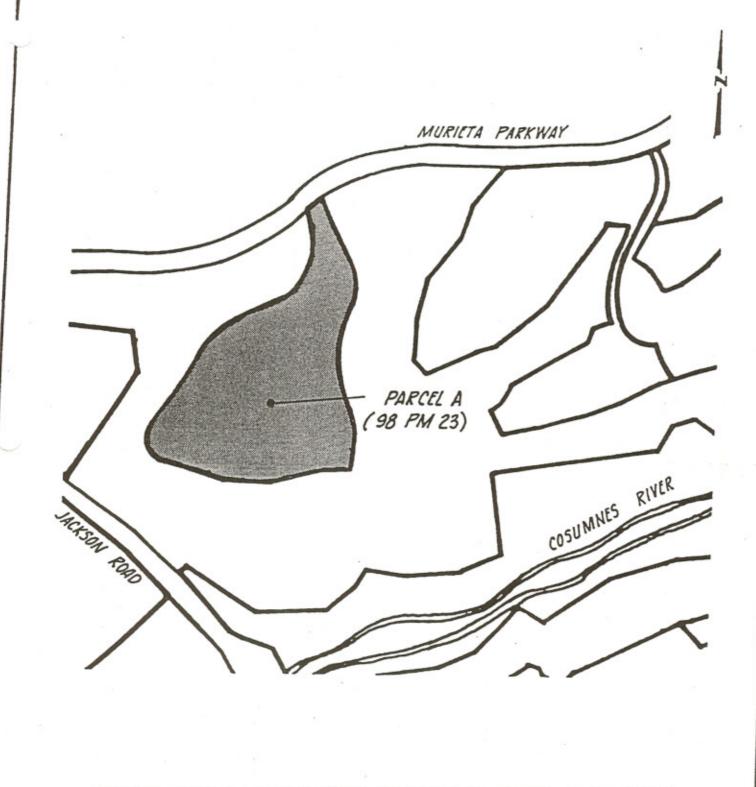
On June 6 , 1991, before me, the undersigned notary public, personally appeared A. Londos

[X] personally known to me

] proved to me on the basis of satisfactory evidence

Asst. Vice President on behalf of FIRST INTERSTATE BANK OF CALIFORNIA, the corporation therein named, such corporation being the Corporate Co-Trustee for Pension Trust Fund for Operating Engineers, and acknowledged to me that he executed the within instrument as Asst. President of FIRST INTERSTATE BANK OF CALIFORNIA and that FIRST INTERSTATE BANK OF CALIFORNIA executed it as Corporate Co-Trustee for the Pension Trust Fund for Operating Engineers.

NOTARY PUBLIC



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



PLAT TO ACCOMPANY
PARK AGREEMENT
EXHIBIT A-1-i

SCALE : 1: 500'

DATE : 3/91

PAGE: 1 OF 1

White Game Empires Direct States till Sangaraness CA 956/0 (First 636-4000)

EXHIBIT A-2-i

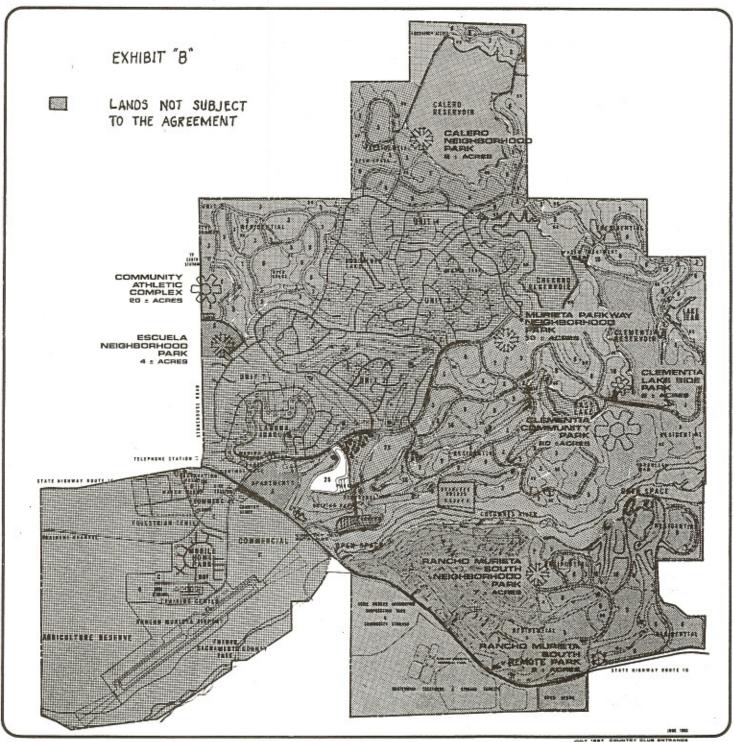
That real property situate in the unincorporated area, County of Sacramento, State of California, being Parcel A of that certain Parcel Map filed in the office of the Recorder of said County in Book 98 of Parcel Maps at page 23.

EXHIBIT A-2-i Page 1 of 1

Rancho



Musieta



Master Park Site Plan

EXHIBIT "B"

EXHIBIT "C" RANCHO MURIETA PARK FACILITY MATRIX JANUARY 4,1991

PARKMAT3 B4002.5 JANUARY 4,1991

		::	NEIGHBORHOOD PARKS				COMMUNITY PARKS & FACILITIES				
ITEM NO.	:: DESCRIPTION	11	MURIETA PARI WAY	: ESCUELA : DRIVE	CALERO LAKESIDE	HLAJETA STUTH		: ATHLETIC			: STONEHOUSE SCHOOL :JOINT USE FACILITY
Α.	::PHYSICAL CHARACTERISTICS	11		1	1			+	t !	+ !	1
		11		1	:		1	9			
1	HACREAGE (FROPOSED SITE)	11	10.0	4.0	8.0	7.0	2.0	20.0	20.0	9.0	N/A
2	::SLOPES	11	MILD	STEEP	; FLAT	: HILD	: FLAT	: HILD	FLAT	STEEP	STEEP
3	::IREE COVER	::	10%	: 0%	: 0%	10%	1 10%	0%	07	07.	0%
4	::CULTURAL RESOURCES	11	YES	: NO	; NO	NO NO	i NO	NO NO	YES	: NO	, NO
	HYDROLOGY	11	NONE	NONE	LAKE SHORE	25% FLDDD. AND		100000	1 100% FLOOD		NONE
	:1	11	Herie	!	!	INTERNIT, CREEK		HUNE	1 100% FEDDO	LHVE SHORE	NUNE
		11	G000	G000	6000	FAIR	: FAIR	GOOD	COUR		CATE
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В.	: LIMPROVEMENTS	11		+	+	;	• · · · · · · · · · · · · · · · · · · ·	t		+	·
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	COMMUNITY BUILDING (4,000 S.F.)			:	:		1	11		1	X X
		11			;			1	ı x	1	1
		11		;	1		1	1		: X	1
100.20	::HARD COURT	11	X	į.	1	. 1		IX (W/ LIGHTS)		1	4
	HORSESHOE PITS	11	X	;	: X		l .	1	X .	\$ X	1
	::INTERPRETIVE/NATURE AREA	11	Х	1	1	: X	1 I	11	1	1	1
		11		1	1		l	1	X :	1	1
15	::LIGHTED BALL FIELD	11		1	1		1	1 X (3 TOTAL)	1	1	1
16	HLITTLE LEAGUE DIAMOND	11			:		i	IX (2 TOTAL)	1	:	1
17	(INEIGHBORHOOD BUILDING (4,000 SF)	11	X.	:	:			1	:	:	
18	OPEN PLAY FIELD	11	X	1 X	: X	, X		; x	: х	: x	1
19	I I PARK ING	11	x	: x	; x	, X	1 x	1 X	: X	: x	i
20	:PICNIC AREA	11		1	; X	χ	: x	: x		: x	1
21	REGULATION BASEBALL FIELD	11		1	1		1	: x			i
22	:FESTROOMS	::			; x		1	1 1	, x	! Y	
23	ISHADE TREES	11	X	; x	; X	, X	, Y	1 X	. X	r	1
24	SOCCER FIELD	11		1	1			X (2 TOTAL)			1
25	ISOFTBALL FIELD	11			:		ı	I X			i
25	ISNACK BAR/EQUIPMENT BUILDING	11		1	1			: x		1	1
27	:SWIM AREA	::		1	1			1 "			
		11						. Y		. ^	
		ii	x		1	1		X (W/ LIGHTS)			1
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EXHIBIT "D"

RANCHO MURIETA PARK FUNDING PROGRAM January 4, 1991

A. PARK BUDGETS

_		ripti				Budget
I.	NEIG	NEIGHBORHOOD PARKS				
+	A.	RANC	HO MURIETA NORTH			
		1. 2. 3.	Murieta Parkway Escuela Drive Calero Lakeside		\$	540,000 235,000 365,000
				Subtotal	\$	1,140,000
	В.	RANC	HO MURIETA SOUTE	L		
		1. 2.	Murieta South Murieta South F	Remote	\$	395,000 100,000
		ji di ak		Subtotal	Ş	495.000
	TOTA	L NEI	GHBORHOOD PARKS		\$	1,635,000
II.	COMM	UNITY	PARKS & FACILITY	TIES		
	A.	COMM	UNITY PARKS			
		1. 2. 3.		nity Park	\$	2,172,000 1,375,000 353,000
				Subtotal	\$	3,900,000
	в.	COMM	UNITY BUILDINGS			3.50
		1.	Murieta Parkway Murieta South F		\$	500,000 500,000
			63	Subtotal	\$	1,000,000
	TOTA	L COM	MUNITY PARKS & I	FACILITIES	\$	4,900,000
				GRAND TOTAL	\$	6,535,000

□ NOT SUBJECT TO PARK AGREEMENT

EXHIBIT D PAGE 1 OF 2

B. FUNDING PROGRAM

		Desc	ription	Budget	Funding
I.	Neig	hborh			
	A.	Ranci	ho Murieta North	\$ 1,140,000	
		1.	Developer Responsibility	:	
			Undeveloped DU = 1,894 DU @ \$ 602/DU =		\$1,140,000
	В.	To be by R deve	no Murieta South a built and dedicated ancho Murieta South lopers at their sole cost Neighborhood Park Fee)	\$ 495,000	s 495,000
	TOTA	L NEI	GHBORHOOD PARKS	\$ 1,635,000	\$ 1,635,000
II.	Comm	unity	Parks & Facilities		
	A.		unity Parks Facilities	\$ 4,900,000	
		1.	Developer Responsibility	·:	
			Undeveloped DU = 3,108 DU @ \$ 1,095/DU =		\$ 3,400,000
		2.	RMA Responsibility:		
			Developed DU = 1,534 DU @ \$ 980/DU = (To Be Contributed In Accordance with Section	7A)	\$ 1,500,000
	TOTA	L COM	MUNITY PARKS & FACILITIES	\$ 4,900,000	\$ 4,900,000
			GRAND TOTAL	\$ 6,535,000	\$ 6,535,000

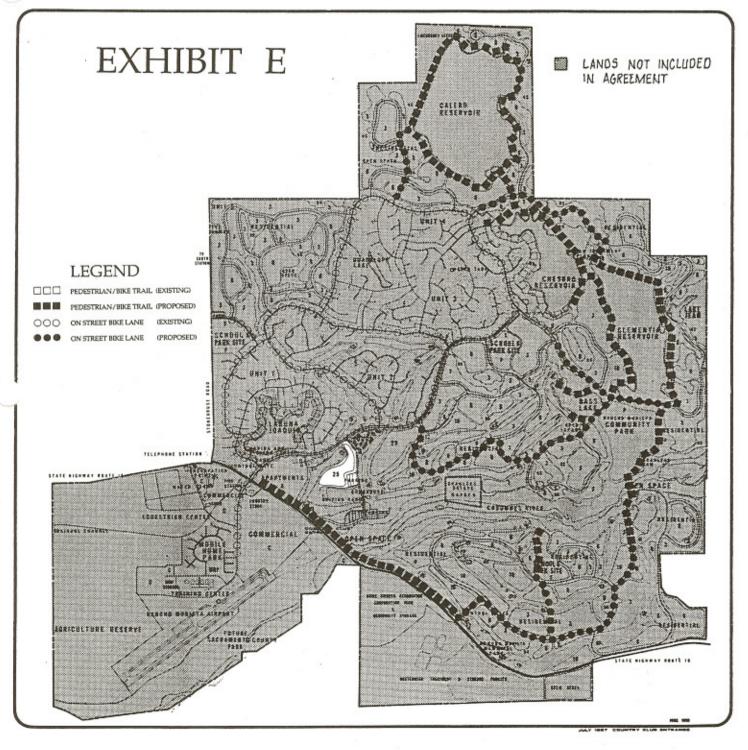
FUNDING NOT SUBJECT TO PARK AGREEMENT

EXHIBIT D PAGE 2 OF 2

Rancho



Musieta



AUGUST 1990

CONCEPTUAL PLAN
TRAIL SYSTEM



GIBERSON & ASSOCIATES

EXHIBIT "F-1"

Description of Rancho Murieta Clementia Park Site

A twenty (20) acre portion of that real property situate in the unincorporated area, County of Sacramento, State of California, being designated as a portion of Parcel 7 as shown and so designated on that certain Parcel Map filed in the Office of the Recorder of Sacramento County, California, in Book 117 of Parcel Maps at Page 15 and being more particularly described as follows:

Said twenty (20) acre parcel shall be a portion of said Parcel 7 that is bounded on the north by the south line of the "Lake Clementia and Bass Lake Parcel" (Parcel 5 of that certain Parcel Map recorded in said office in Book 12 of Parcel Maps at Page 47); bounded on the east by the "Clementia Drainage Easement" (recorded in the Official Records of said County in Book 871222 at Page 2036); bounded on the south by the "Cosumnes Irrigation Association Granlees Ditch Easement" (recorded in the Official Records of said County in Book 871218 at Page 0402); and, bounded on the west by the "Bass Lake Pump and Waterline Easement" (recorded in the Official Records of said County in Book 871222 at Page 2036).

