

RECORDING REQUESTED BY

Board of Supervisors

WHEN RECORDED MAIL TO:

NAME: BOARD OF SUPERVISORS

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El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2015-0051919-00
Acct 30-EL DORADO CO BOARD OF SUPERVISORS
Monday, NOV 09, 2015 11:13:20
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MMF / C1 / 1-7

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TITLE(S)

AGREEMENT ON CONDITIONS FOR ACCEPTANCE OF DRAINAGE EASEMENTS FOR
SERRANO VILLAGE M2 - UNIT 1

AGREEMENT ON CONDITIONS FOR ACCEPTANCE OF DRAINAGE EASEMENTS

WHEREAS, Tentative Subdivision Map TM 01-1381-R4, also referred to as Serrano Village M2 and M3 of the El Dorado Hills Specific Plan, was approved by the County of El Dorado on October 27, 2015, and included the following conditions relating to drainage:

- “12 . Cross lot drainage shall be avoided wherever possible. The CC&Rs for Village M2 and M3 shall include a requirement for a grading and drainage plan to be submitted for review and approval of the Architectural Control Committee of the Master or Village Homeowners’ Association at the time of building permit application. The CC&Rs shall require all “downhill” lots must be designed to accept any drainage from uphill lots and the Master or Village Homeowners’ Association shall enforce this condition.
- 13 . Drainage maintenance shall be the responsibility of the Master Owners’ Association. Therefore, all easements for drainage facilities shall first be offered to the County of El Dorado with rejection; the offer shall be subject to that agreement between Serrano and the County recorded as document 98-0015834-00 on March 26, 1998. Pursuant to the terms of said Agreement, upon rejection by the County, all drainage easements will be subsequently offered to the Master Owner’s Association simultaneously with the filing of the final map.” and,

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Serrano provides,

3.07. Master Association Easements for Maintenance

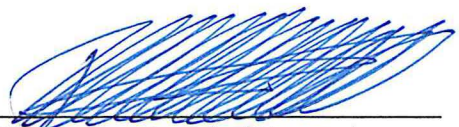
A. The Master Association shall have an easement in and to that portion of a Lot or Parcel which adjoins the Common Area for the limited purpose of access to and maintenance of the adjoining Common Area. The Master Association shall have easements for access over such portions of Lots or Parcels as are reasonably necessary for the Master Association to maintain the Common Area and those front yard areas which are to be maintained by the Master Association, and no Owner shall interfere with the use of such easements by the Master Association or its agents or employees. The Master Association shall have easements for access over such portions of each Lot or Parcel as are reasonably necessary for the Master Association to maintain drainage facilities to be maintained by the Owner, should the owner fail to do so (which maintenance shall be at the sole cost and expense of the Owner); and to maintain drainage facilities to be maintained by the Master Association. No Owner shall interfere with the use of such easements by the Master Association or its agents or employees, and

WHEREAS, while the County intends to reject the offer of dedication for the drainage easements at the time of the final subdivision map for the Village, or any phase thereof, is approved, the County, and SERRANO ASSOCIATES, LLC, a Delaware limited liability company, the owner of Serrano Village M2 - Unit 1, wish to define the events upon which the County may rescind its rejection and accept the drainage easements,

NOW, THEREFORE, IT IS HEREBY AGREED by and between the County of El Dorado, a political subdivision of the State of California, and SERRANO ASSOCIATES, LLC, a Delaware limited liability company, as follows:

1. The County shall reject all offers of dedication of drainage easements within Serrano Village M2 – Unit 1 at the time of approval of the final map(s) therefore.
2. Notwithstanding the rights granted to it under Government Code section 66477.2(a), the County shall not thereafter rescind its action and accept the drainage easements unless the Board of Supervisors has made a finding, based upon substantial evidence submitted at a public hearing specially held by the Board to consider the matter, that the Serrano Master Homeowners Association, or its successor-in-interest, has: (1) abandoned its maintenance responsibilities or real property interest in said drainage facilities, or; (2) failed to maintain said drainage facilities in a safe and proper manner or in accordance with applicable County maintenance standards.
3. This Agreement is intended to manifest the understanding of the parties with respect to Conditions 12 and 13 of TM 01-1381-R4 and shall be utilized as the framework for the interpretation of other similar conditions imposed upon other tentative maps within the El Dorado Hills Specific Plan.
4. This Agreement is conditioned upon the creation and continued existence of the Serrano Master Homeowners' Association, or its successor-in-interest. In the event said organization or a similar such organization is not formed, or said organization ceases to exist without a successor-in-interest taking over its legal responsibilities for maintenance, then this Agreement shall become null and void without any further action by the County.

Dated: 10/27/15 COUNTY OF EL DORADO

By 
Vice-Chairman, Board of Supervisors
Ron Mikulaco

ATTEST:

JAMES E. MITRISIN, Clerk
of the Board of Supervisors

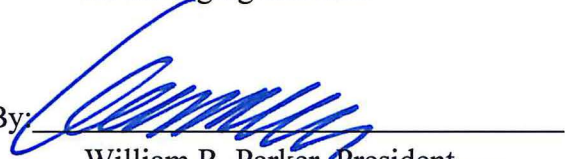
By: 
Deputy Clerk

Dated: 10/27/15

OWNER

SERRANO ASSOCIATES, LLC
a Delaware limited liability company

By: Parker Development Company
a California corporation
Its Managing Member


By: William R. Parker, President

Date: 8-19-15

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of El Dorado)
On 8-19-15 before me, Florence Tanner, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared William R. Parker
Name(s) of Signer(s)

who proved to me 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.



Signature Florence Tanner
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Agmt on Conditions For Acceptance of Drainage Easement Village m2 Unit 1 Document Date: 8-19-15
Number of Pages: 4 Signer(s) Other Than Named Above: YES

Capacity(ies) Claimed by Signer(s)
Signer's Name: William R. Parker Signer's Name: _____
 Corporate Officer — Title(s): President Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: Serrano Associates, LLC Signer Is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF El Dorado }

On NOVEMBER 5, 2015 before me, James S. Mitrison Notary Public,

Date

(here insert name and title of the officer)

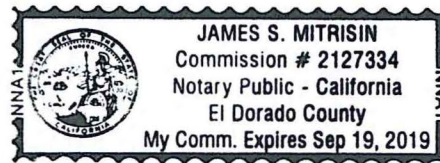
personally appeared RONALD M SKULACU

who proved to me 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:  (Seal)



OPTIONAL

Description of Attached Document

Title or Type of Document: AGREEMENT ON CONDITIONS OF ACCEPTANCE OF DRAINAGE EASEMENTS FOR SERRANO VILLAGE MZ UNIT 1 Number of Pages: 5

Document Date: 10/27/15 Other: _____