

AGREEMENT ON CONDITIONS FOR ACCEPTANCE OF DRAINAGE EASEMENTS

WHEREAS, Tentative Subdivision Map TM 01-1377R also referred to as Serrano Village K1 and K2 of the El Dorado Hills Specific Plan, was approved by the County of El Dorado on January 26, 2006, and included the following conditions relating to drainage:

“8. Cross lot drainage shall be avoided wherever possible. The CC&Rs for Village K1 and K2 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.

9. 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 Subdivision 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 K1 & K2 - Unit 5A, 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 K1 & K2 - Unit 5A 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 condition 9 of TM 01-1377R 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: 11/5/13

COUNTY OF EL DORADO

By 
Chairman, Board of Supervisors
Ron Briggs

ATTEST:

~~JAMES S. MITRISIN~~
~~CINDY KECK~~, Clerk
of the Board of Supervisors


By: 
Deputy Clerk

Dated: 11/5/13

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: 8-14-13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of El Dorado }
On 8-14-13 before me, Ellen Mah Glass 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: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement on Conditions for Acceptance of Drainage Easements for
Document Date: 8-14-13 Serrano Village K1 & K2 - Unit 5A Number of Pages: 5

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: William R. Parker

[X] Corporate Officer - Title(s): President

- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other: LLC

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: Serrano Associates, LLC

Signer's Name:

Corporate Officer - Title(s):

- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: