



## **BOARD MEETING AGENDA SUBMITTAL**

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**TO:** GCSO Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** September 12, 2023

**SUBJECT: Agenda Item 4D: Adoption of a Resolution Accepting a 20 Foot Exclusive Sewer Easement Grant Deed from Christina D. Baines and Wayland Gee, APN 091-130-041-000**

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### **RECOMMENDED ACTION:**

Staff recommends the following action:

*I move to adopt Resolution 41-2023 accepting a 20-foot Exclusive Sewer Easement Grant Deed from Christina D. Baines and Wayland Gee, APN 091-130-041-000.*

### **BACKGROUND:**

District policy delegates authority to the General Manager to negotiate certain easement agreements and grant deeds with property owners in the case where easement property rights are needed or required by the District for utilities and other purposes. Board ratification of such easement deeds and agreements are required prior to recordation.

In the above matter, the property owners desire to abandon a Public Utility Easement between two parcels they own, and in exchange for District approval, are offering to dedicate an exclusive sewer easement in a location desired by the District. The appropriate applications, deposits and legal documents have been prepared, accepted by the District and approved by the General Manager. The easement dedication package is attached to this submittal.

### **ATTACHMENTS:**

1. Resolution 41-2023
2. Exclusive Sewer Easement Grant Deed
3. Easement Agreement

### **FINANCIAL IMPACT:**

There is no cost to the District for acquisition of this easement, and the owner pays the cost of engineering review and recordation at the County.

**RESOLUTION 41-2023**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT ACCEPTING A 20 FOOT EXCLUSIVE SEWER EASEMENT GRANT DEED FROM CHRISTINA D. BAINES AND WAYLAND GEE, APN 091-130-041-000**

**WHEREAS**, property owner Christina d. Baines and Wayland Gee (Owners) has requested the District abandon its interest in a Public Utility Easement between parcel 091-130-041-000; and

**WHEREAS**, future public sewer installation plans in the area of the above mentioned property require access for public sewer installation, operation and maintenance in the future on a different portion of the property than the location of the Public Utility Easement to be abandoned; and

**WHEREAS**, the Owner has agreed to develop and dedicate to the District a 20 foot wide exclusive sewer easement in the name of the District in a location acceptable to the District; and

**WHEREAS**, the General Manager has accepted the easement by grant deed in accordance with the authority conveyed in District policy, subject to ratification by the Board, and to which shall be attached a Certificate of the Secretary of the Board certifying the fact that said resolution was duly adopted by the Board of Directors of the District at a meeting called and held pursuant to the Brown Act on a specified date by the specified vote, and certifying to the fact that said resolution is valid and in full force and effect and has not been revised by the Board of the District since the date of its adoption; and

**WHEREAS**, no compensation is to be paid by the District for said easement.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES hereby:**

1. Accept the Easement Grant Deed from Christina d. Baines and Wayland Gee, APN 091-130-041-000, as detailed and depicted in the attached District Easement Agreement, Exhibits A and B.
2. Approve the attached Easement Agreement – Public Utility Easement
3. Direct the preparation of the Certificate of Secretary verifying easement acceptance, which shall be recorded with this Resolution, the Grant Deed and Easement Agreement in the Office of the County Recorder in Tuolumne County.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY**

**WHEREFORE**, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on September 12, 2023, by the following vote:

AYES:

NOES:

ABSENT:

APPROVE:

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Nancy Mora, Board President

ATTEST:

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Rachel Pearlman, Board Secretary

**CERTIFICATE OF SECRETARY**

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on September 12, 2023.

DATED: \_\_\_\_\_

Exhibit A

Upon recording send copy to:

Groveland Community Services District  
Post Office Box 350  
Groveland, CA 95321

EASEMENT GRANT

The undersigned, Christina D. Baines and Wayland Gee, Grantor, for A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to the GROVELAND COMMUNITY SERVICES DISTRICT, a community services district of the State of California, Grantee, an easement to lay, construct, reconstruct, replace, renew, repair, maintain, operate, change the size of, increase the number of, and remove sewer lines and appurtenances thereof with the right of ingress and egress to and from the same through that certain parcel of land owned by Grantor, situate in the Unincorporated area of the County of Tuolumne, State of California, more particularly described as follows:

See Exhibit "B" attached.

Grantor reserves the right to fully use and enjoy the said easement strip provided, however, that Grantor shall not construct or maintain the whole or any part of any permanent structure on the strip which would impair or interfere with the present or prospective exercise of any of the rights herein granted.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

[Signature]  
Christina D. Baines  
[Signature]  
Wayland Gee  
Wayland Gee

6/16/23  
Date  
06-16-2023  
Date

STATE OF CALIFORNIA )  
COUNTY OF Tuolumne )

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

On June 16, 2023 before me, Anita Spencer a Notary Public in and for said County and State, personally appeared Christina D. Baines  
and Wayland Gee

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]

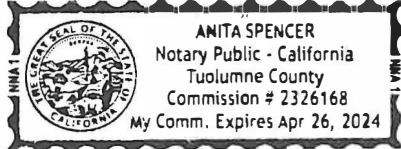


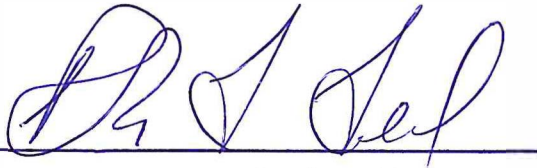
EXHIBIT B

AN EASEMENT FOR SEWER

All that real property situated in the SE 1/4 of Section 9, the SW 1/4 of Section 10, and the NE 1/4 of Section 16, Township 1 South, Range 16 East, M.D.B.&M, in the unincorporated area of Tuolumne County, California, described as follows:

A portion of lot 214, Pine Mountain Lake Unit 2, as shown on that Subdivision Map, recorded in Volume 4 of Subdivisions, at Page 96, Tuolumne County Records, more particularly described as follows:

A 20-ft strip of land lying Northerly of, parallel with, and within the Southerly line of said lot 214, lengthening or shortening at the ends, and containing an area of 0.1235 acres, more or less.

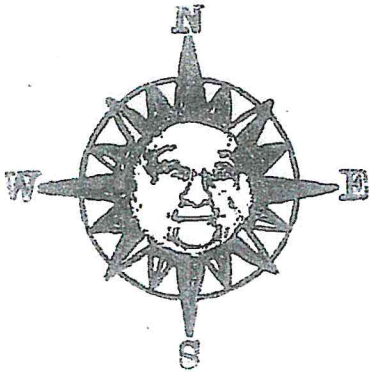


Richard T. Todd, L.S. 5522



# PLOT MAP

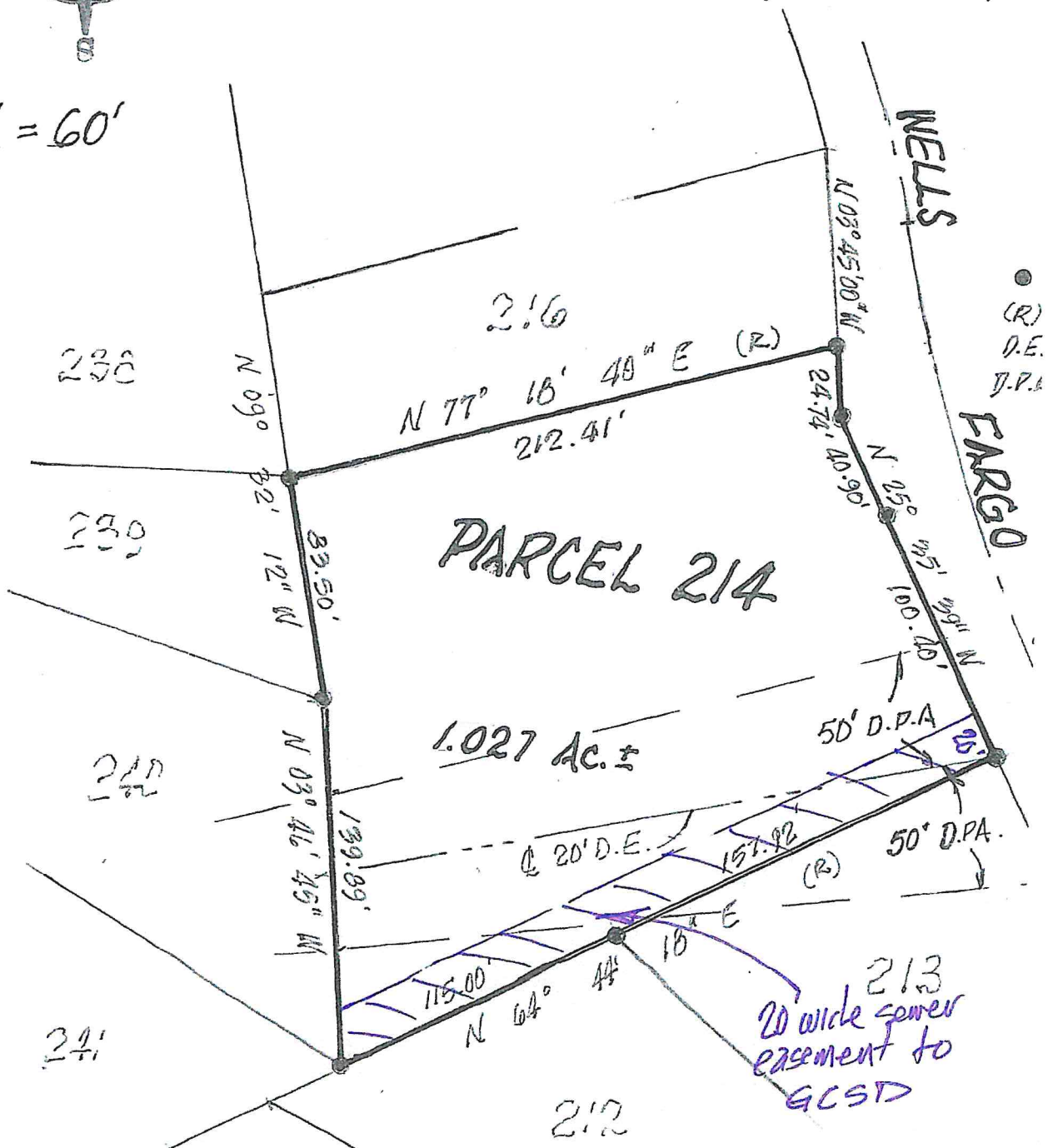
B.O.B.: CALIFORNIA LAMBERT GRID  
 ZONE III per SUB 4-96



1" = 60'

P.I.

A MERGER OF LOTS 214<sup>7/8</sup> &  
 THE SE 1/4 OF SECTION 9, THE



## **EASEMENT AGREEMENT—PUBLIC UTILITY EASEMENT**

This Easement Agreement—Public Utility Easement (“Agreement”) is entered into on the 12 th day of September, 2023, by and between GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operating pursuant to the provisions of Government Code Section 61000 et seq., (hereinafter referred to as “Grantee” or “District”), and Christina d. Baines and Wayland Gee, (hereinafter referred to as “Grantor”).

### **RECITALS**

1. Grantor is the owner of certain real property located within the jurisdictional boundaries of Groveland Community Services District, located in the County of Tuolumne, State of California (hereinafter the “District”), consisting of property particularly described in Exhibit A which is attached hereto and incorporated herein by this reference (hereinafter the “Property”).
2. Grantor desires to grant a certain real property interest in the form of an easement to District to construct, install, maintain and operate water and/or sewer system improvements to serve the Property, together with the right of ingress and egress from the Property (hereinafter the “Easement”).
3. Grantee District hereby finds that it is in the public interest to enter into this Easement Agreement in order to provide the necessary water and/or sewer system improvements to the Property requested by Grantor, and in order to retain continuing property rights to access, maintain, operate, improve, repair, assess, and reconstruct water and/or sewer system improvements to provide services to the Property.

NOW THEREFORE in consideration of the promises and of the mutual obligations and agreements herein contained, the Parties hereto agree as follows:

#### 1. THE PROPERTY

- A. The legal description of the Easement granted by Grantor to Grantee District pursuant to the terms of this Agreement is attached hereto as Exhibit A and incorporated herein by this reference.
- B. Grantor and District hereby agree that this Easement (including a right of way

for ingress and egress thereto) may be surveyed by a mutually agreed upon licensed surveyor at the sole cost of District, and such survey shall then replace Exhibit A and become a part hereof and shall control and describe the Easement in the event of any discrepancy between such survey and the description contained in Exhibit B hereto.

2. GRANT OF PERPETUAL EASEMENT

A. For valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to District a perpetual nonexclusive, easement and right of way in gross for the construction, reconstruction, repair, maintenance, enlargement, testing, removal, and/or operation of a water or sanitary sewer pipeline or pipelines, and all appurtenances thereto, in, under, over, along, above, and across the Property. Said perpetual nonexclusive easement in gross includes, but is not limited to the right to install, operate, maintain, repair, replace, add to, or delete from water/sewer transmission facilities including but not limited to transmission lines, electronic data acquisition and control, communication, and all related appurtenances and work auxiliary thereto, and all incidental rights thereto in, over, under, across, upon, and within the Easement.

B. Grantor also hereby grants to Grantee District a perpetual nonexclusive right of ingress and egress over and across a portion of the Property to the extent necessary to utilize the Easement. These rights of ingress and egress shall exist over that portion of the Property described in Exhibit A attached hereto. Grantor, for itself and its successors and/or assigns, does hereby further grant to Grantee District the unrestricted right, at all times, without notice, to access the easement area and a reasonable area adjacent thereto at any time to repair, replace, inspect, enlarge, change, maintain, test and/or remove the water or sanitary sewer facilities of Grantee District. In so doing, Grantor does hereby grant to Grantee District the right to move, damage, destroy and/or disassemble any landscaping and/or improvements, including but not limited to buildings, fences, asphalt paving, trees, irrigation systems, lighting systems, and/or other similar improvements which might have been installed in said easement area, including improvements installed with the knowledge and consent of Grantee District. Grantee District shall not incur any liability of any nature whatsoever to Grantor or to any person or entity entitled to possession of said Property, or holding a lien against, or security interest in improvements on the Property, due to the activities of Grantee District pursuant to the provisions of this paragraph.

3. TERM

The Easement granted in this Agreement shall be a perpetual easement.

4. USE OF THE PROPERTY

A. Grantor and District agree that District may use the Property only for the purpose of constructing, installing, maintaining, repairing, and operating water/sewer system improvements together with all appurtenances thereto including electronic data acquisition and control, communication and related facilities necessary to provide water/sewer services to the Property.

5. WAIVER OF LIABILITY



A. Grantor, for itself, its successors and assigns, hereby releases and voluntarily waives any and all claims it may have now or in the future against District alleging liability for personal injury or property damage arising out of the District's construction, repair, replacement, maintenance, operation, testing, inspection, enlargement and/or removal of its water or sewer system improvements located within the Easement.

6. MISCELLANEOUS PROVISIONS

A. Grantor represents, covenants and warrants that Grantor is seized of good and sufficient title to the Property and has full authority to enter into and execute this Easement Agreement and convey an easement in gross with respect to the Property to District. Grantor further covenants that there are no undisclosed liens, judgments or impediments of title on the Property that would affect this easement or this Agreement. District represents, covenants and warrants that District has full authority to enter into and execute this Agreement and accept said Easement.

B. It is agreed and understood that this Agreement contains all of the agreements, promises and understandings between the Grantor and District, and there are no verbal or oral agreements, promises or understandings other than those contained in this Agreement. Grantor and District agree that no verbal or oral agreements, promises or understandings other than those contained in this Agreement shall or will be binding upon either Grantor or District. This Agreement and the performance hereof shall be governed, interpreted, construed and regulated under the laws of the State of California.

C. If any portion of this Easement Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such a portion enforceable and, as so modified, such portion of the balance of this Agreement shall continue in full force and effect.

D. If either party hereto institutes any action or proceeding in court to enforce any provision hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fee for the services rendered to the prevailing party, together with its other reasonable litigation costs and expenses.

E. In addition to the other remedies provided for in this Agreement and by law, Grantor agrees that District shall be entitled to a remedy of injunction for any violation of any of the covenants, conditions or provisions contained herein.

IN WITNESS WHEREOF, Grantor and District have duly executed this Easement Agreement on the date and year first above written.

Grantor:

Date: \_\_\_\_\_ By: \_\_\_\_\_

Grantee:

GROVELAND COMMUNITY SERVICES DISTRICT

Date: \_\_\_\_\_ By: \_\_\_\_\_