

APPENDIX II
EASEMENT DEDICATION WORDING



TO ACCOMPANY THE SACRAMENTO COUNTY SURVEY AND MAPPING MANUAL

EASEMENT DEDICATION WORDING: Wording to follow Owner's Statement Preambles (see Appendix I).

A. EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES

An Easement for the purpose of constructing, reconstructing, repairing and forever maintaining an easement for a public roadway and public utilities, together with all necessary appurtenances pertaining thereto, a perpetual easement upon, over under and across that certain property shown hereon and designated "Public Roadway and Public Utility Easement" (P.R.P.U.E.) together with the perpetual right of ingress and egress to and from said property for the purpose of exercising and performing all of the rights and privileges herein granted.

B. EASEMENT FOR PUBLIC UTILITIES

An easement for the purpose of public utilities including but not limited to water, sewer, gas and drainage pipes, poles, overhead lines, underground facilities and other appurtenances as County may deem necessary, over, across, through and under that certain property shown hereon and designated "Public Utility Easement" (P.U.E.).

C. EASEMENT FOR ABOVE GROUND PUBLIC UTILITY FACILITIES

An Easement for above ground public utility facilities purposes inclusive of digging, constructing, reconstructing, installing, repairing, operating, upgrading and forever maintaining thereon the above ground public utility facility together with all necessary appurtenances appertaining thereto as County may deem necessary, said above ground public utility facility easement to be a perpetual easement across, upon, and through together with the perpetual right of ingress to and egress from said above ground public utility facilities easement properties, for the purpose of exercising and performing all of the rights and privileges herein granted. Said above ground public utility facilities easement property consists of that certain real property shown hereon and designated "Above Ground Public Utility Easement" (A.G.P.U.E.).

D. EASEMENT FOR PUBLIC UTILITIES AND PUBLIC FACILITIES

An Easement for Public Utilities including but not limited to water, sewer, gas and drainage pipes, poles, overhead lines, telephone, cable TV, underground power and other appurtenances as County may deem necessary, an Easement for Landscaping for the purpose of planting and maintaining landscaping and other incidental purposes as deemed necessary by the County, an Easement for Sidewalk for the installation and maintenance of a sidewalk or walkway, together with any appurtenances pertaining thereto, an Easement for Traffic Signal Facilities, together with any appurtenances pertaining thereto and an Easement for

Street Lighting Facilities, including foundations, standards, conduit and any and all appurtenances pertaining thereto, together with the right to construct, reconstruct, operate and maintain all of the aforementioned, over, across, through and under that certain property shown hereon as “Public Utilities and Public Facilities Easement”(P.U.P.F.E.) together with the perpetual right of ingress to and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

E. EASEMENT FOR PUBLIC UTILITIES, LANDSCAPING, SIDEWALK AND DRAINAGE DITCH

An Easement for Public Utilities including but not limited to water, sewer, gas and drainage pipes, poles, overhead lines, telephone, cable TV, underground power and other appurtenances as County may deem necessary, an Easement for Landscaping for the purpose of planting and maintaining landscaping and other incidental purposes as deemed necessary by the County, an Easement for Sidewalk for the installation and maintenance of a sidewalk or walkway, together with any appurtenances pertaining thereto and an Easement for Drainage Ditch, for the purpose of digging, constructing, reconstructing, repairing and forever maintaining thereon a drainage ditch of such dimensions as County shall deem necessary for drainage purposes, together with the spoil banks and appurtenant structures and with the perpetual right and privilege of flowing water in, through and along said ditch in such amounts and at such times as County shall deem necessary, over, across, through and under that certain property shown hereon and designated “Public Utilities, Landscaping, Sidewalk and Drainage Ditch Easement”(P.U.L.S.D.E.) together with the perpetual right of ingress to and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

F. EASEMENT FOR CENTRALIZED MAIL DELIVERY

An Easement for constructing and maintaining centralized mail delivery boxes, pedestals, and slabs, together with any and all appurtenances pertaining thereto including pedestrian access for delivery and receipt of mail on, over, under and across strips of land five feet in width, lying contiguous to the public (ways, drives, avenues, courts, etc.) shown hereon.

G. EASEMENT FOR LIGHT AND AIR (A.K.A. BUILDING SETBACK)

An Easement for Light and Air, to be kept free of all buildings, upon, over and across that real property shown hereon and designated “Light and Air Easement” (L.A.E.).

H. EASEMENT FOR INGRESS AND EGRESS

An easement for the perpetual right of ingress and egress, including vehicular traffic, as County may deem necessary and from time to time for the purposes of digging, constructing reconstructing, repairing and maintaining County's facilities upon, over and across that certain real property shown hereon and designated "Ingress or Egress Easement" (I.E.E.). This easement includes the right to improve the easement area, and or facilities in the manner determined to be necessary by the County. Any use of the area subject to this easement by the owner which is not compatible with, or interferes with, the rights herein granted shall not be allowed, and if installed in violation hereof, the same shall be removed at the expense of the party responsible for such installation or the successor thereto.

I. EASEMENT FOR DRAINAGE CANAL OR DITCH

An easement for drainage, ingress and egress and maintenance purposes (hereinafter referred to as the "Drainage Canal or Ditch Easement") including installing, constructing, reconstructing, improving, operating, maintaining and repairing a natural, or manmade, storm water drainage canal or ditch, and inclusive of ingress and egress thereto for pedestrians, vehicles and equipment necessary or convenient to access, operate, maintain, restore or repair said Drainage Canal or Ditch as the County may require, together with all necessary appurtenances appertaining thereto and the perpetual right and privilege of flowing water in, through, and along said canal or ditch in such amounts and at such times as the owner shall deem necessary, a perpetual right of way over, under, upon and across all that real property shown hereon and designated "Drainage Canal Easement" (D.C.E) or "Drainage Ditch Easement" (D.D.E.). Notwithstanding the Drainage Canal or Ditch Easement granted hereby, but subject to the limitations stated below, Owner, without first seeking County approval, retains the right to install improvements within the above-described easement area, on either side of the drainage canal or ditch, such that the path and grade of the drainage canal or ditch remains unchanged, and limited to landscape irrigation systems, ground cover that does not exceed six inches in height and provided it does not obstruct the drainage canal or ditch path, and is consistent with the grading plan or topographic map exhibit entitled _____ [*insert name of applicable approved grading plan or topographic map exhibit*]. Installation of all other improvements within the easement area or that may extend into the easement area, shall first require permitting by the Sacramento County Water Agency, or its successor agency. Damage to said herein authorized or permitted improvements caused by the County's use of the easement shall be either repaired or replaced, or the costs thereof shall be paid by the County to the owner, as the County in its sole discretion shall elect. Any use of the easement area which is not compatible with, or interferes with, the rights herein granted shall not be allowed. Improvements installed in violation hereof may be removed

and the cost of removal shall be at the expense of the owner or successors in interest.

J. EASEMENT FOR DRAINAGE PIPELINE

An easement for drainage, ingress and egress and maintenance purposes (hereinafter referred to as the “Drainage Pipeline Easement”) including installing, constructing, reconstructing, improving, operating, maintaining and repairing a storm water drainage pipeline and inclusive of ingress and egress thereto for pedestrians, vehicles and equipment necessary or convenient to access, operate, maintain, restore or repair said Drainage Pipeline as the COUNTY may require, together with all necessary appurtenances appertaining thereto, a perpetual right of way over, under, upon and across all that real property shown hereon and designated “Drainage Pipeline Easement” (D.P.E). Notwithstanding the Drainage Pipeline Easement granted hereby, but subject to the limitations stated below, GRANTOR, without first seeking COUNTY approval, retains the right to install improvements within the above-described easement area limited to landscape irrigation systems, groundcover and shrubs that do not exceed five feet in height. Installation of all other improvements within the easement area or that may extend into the easement area, shall first require permitting by the Sacramento County Water Agency, or its successor agency. Damage to said herein authorized or permitted improvements caused by the COUNTY’S use of the easement shall be either repaired or replaced, or the costs therefore shall be paid by the COUNTY to the GRANTOR, as the COUNTY in its sole discretion shall elect. Any repair or replacement of paving by the COUNTY is limited to within the easement area and will be repaired or replaced consistent with the COUNTY Construction Specifications. Any use of the easement area which is not compatible with, or interferes with, the rights herein granted shall not be allowed. Improvements installed in violation hereof may be removed and the cost of removal shall be at the expense of the GRANTOR or successors in interest.

K. FLOODPLAIN OR FLOWAGE EASEMENT

An easement for the passage of surface stormwater, ingress and egress (hereinafter referred to as the “Floodplain or Flowage Easement”) including reestablishing floodplain storage or flowage conveyance consistent with the grading plan or topographic map exhibit entitled _____ [*insert name of applicable approved grading plan or topographic map exhibit*], reconstructing, improving, operating, maintaining and repairing a natural, or manmade, storm water floodplain or surface stormwater path, and inclusive of ingress and egress thereto for pedestrians, vehicles and equipment necessary or convenient to access, operate, maintain, restore or repair said floodplain or flowage area as the COUNTY may require, together with all necessary appurtenances appertaining thereto and the perpetual right and privilege of flowing water in, through, and along said floodplain or flowage area in such amounts and at such times as COUNTY shall deem

necessary, a perpetual right of way over, under, upon and across all that real property shown hereon and designated “Floodplain Easement or Flowage Easement” (F.E.). Notwithstanding the Floodplain or Flowage Easement granted hereby, but subject to the limitations stated below, OWNER, without first seeking COUNTY approval, retains the right to clear, modify and remove any or all natural or artificial obstructions, improvements, trees and vegetation, excavate and remove earth, sediment, or other obstructions, install landscape irrigation systems, ground cover that does not exceed six inches in height and provided it does not obstruct the surface stormwater flow path, and is consistent with the grading plan or topographic map exhibit entitled _____ [*insert name of applicable approved grading plan or topographic map exhibit*]. Installation of all other improvements within the easement area or that may extend into the easement area, erecting, construction or maintaining any residential, commercial, industrial, recreational or agricultural building or structure in the floodplain or flowage easement area shall first require permitting by the Sacramento County Water Agency, or its successor agency. Damage to said herein authorized or permitted improvements caused by the COUNTY’s use of the easement shall be either repaired or replaced, or the costs thereof shall be paid by the COUNTY to the OWNER, as the COUNTY in its sole discretion shall elect. Any use of the easement area which is not compatible with, or interferes with, the rights herein granted shall not be allowed. Improvements installed in violation hereof may be removed and the cost of removal shall be at the expense of the OWNER or successors in interest.

L. EASEMENT FOR DRAINAGE RELEASE:

An easement for drainage, ingress and egress and maintenance purposes (hereinafter referred to as the “Drainage Release Easement”) including installing, constructing, reconstructing, improving, operating, maintaining and repairing a concrete (or other hardscape material) storm water drainage release path and flowage area, and inclusive of ingress and egress thereto for pedestrians, vehicles and equipment necessary or convenient to access, operate, maintain, restore or repair said Drainage Release as the COUNTY may require, together with all necessary appurtenances appertaining thereto, a perpetual right of way over, under, upon and across all that real property shown hereon and designated “Drainage Release Easement” (D.R.E.). Notwithstanding the Drainage Release Easement granted hereby, but subject to the limitations stated below, OWNER, without first seeking COUNTY approval, retains the right to install improvements within the above-described easement area, such that the grade of the Drainage Release Easement Area remains unchanged, and limited to landscape irrigation systems, and grass cover to not obstruct the drainage release path, and are consistent with the grading plan or topographic map exhibit entitled _____ [*insert name of applicable approved grading plan or topographic map exhibit*]. Installation of all other improvements within the easement area or that may extend into the easement area, shall first require permitting by the Sacramento County Water Agency, or its successor agency. Damage to said herein authorized or permitted improvements

caused by the COUNTY's use of the easement shall be either repaired or replaced, or the costs thereof shall be paid by the COUNTY to the OWNER, as the COUNTY in its sole discretion shall elect. Any use of the easement area which is not compatible with, or interferes with, the rights herein granted shall not be allowed. Improvements installed in violation hereof may be removed and the cost of removal shall be at the expense of the OWNER or successors in interest.

M. EASEMENT FOR DRAINAGE ACCESS

An easement for ingress and egress purposes (hereinafter referred to as the "Drainage Access Easement") including ingress and egress for pedestrians, materials, vehicles and equipment as may be necessary or convenient to access, operate, maintain, restore or repair COUNTY owned or operated facilities in such manner as the COUNTY may require, together with all necessary appurtenances appertaining thereto, a perpetual right of way over, under, upon and across all that real property shown hereon and designated "Drainage Access Easement" (D.A.E.).

N. EASEMENT FOR DRAINAGE PIPELINE AND RELEASE

an easement for drainage, ingress and egress and maintenance purposes (hereinafter referred to collectively as the "Drainage Pipeline and Release Easement") consisting of a Drainage Pipeline Easement that includes installing, constructing, reconstructing, improving, operating, maintaining and repairing a storm drainage pipeline (the "Drainage Pipeline Easement") and a Drainage Release Easement that includes a concrete (or other hardscape material) storm water drainage release path and flowage area (the "Drainage Release Easement"), and inclusive of ingress and egress thereto for pedestrians, vehicles and equipment necessary or convenient to access, operate, maintain, restore or repair said Drainage Pipeline and Drainage Release Easements as the COUNTY may require, together with all necessary appurtenances appertaining thereto, a perpetual right of way over, under, upon and across all that real property shown hereon and designated "Drainage Pipeline and Release Easement" (D.P.R.E.). Notwithstanding the Drainage Pipeline and Release Easement granted hereby, but subject to the limitations stated below, GRANTOR, without first seeking COUNTY approval, retains the right concerning the Drainage Pipeline Easement Area to install improvements within the above-described Drainage Pipeline Easement Area limited to landscape irrigation systems, groundcover and shrubs that do not exceed five feet in height. Installation of all other improvements within the Drainage Pipeline Easement Area or that may extend into said area, shall first require permitting by the Sacramento County Water Agency, or its successor agency. Damage to said herein authorized or permitted improvements shall be either repaired or replaced, or the costs therefore shall be paid by the COUNTY to the GRANTOR, as the COUNTY in its sole discretion shall elect. Any repair or replacement of paving by the COUNTY is limited to within the easement area and will be repaired or replaced consistent with the COUNTY Construction Specifications. Any use of the Drainage Pipeline Easement

Area which is not compatible with, or interferes with, the rights herein granted concerning the Drainage Pipeline Easement shall not be allowed. Improvements installed in violation hereof may be removed and the cost of removal shall be at the expense of the GRANTOR or successors in interest.

Notwithstanding the Drainage Release Easement granted hereby, but subject to the limitations stated below, GRANTOR, without first seeking COUNTY approval retains the right concerning the Drainage Release Easement Area to install improvements within the above-described Drainage Release Easement Area, such that the grade of the Drainage Release Easement Area remains unchanged, and limited to landscape irrigation systems, and grass cover to not obstruct the storm water drainage release path, and are consistent with the grading plan or topographic map exhibit entitled _____ [*insert name of applicable approved grading plan or topographic map exhibit*]. Installation of all other improvements within the Drainage Release Easement Area or that may extend into said area, shall first require permitting by the Sacramento County Water Agency, or its successor agency. Damage to said herein authorized or permitted improvements caused by the COUNTY's use of the easement shall be either repaired or replaced, or the costs therefore shall be paid by the COUNTY to the GRANTOR, as the COUNTY in its sole discretion shall elect. Any use of the Drainage Release Easement Area which is not compatible with, or interferes with, the rights herein granted shall not be allowed. Improvements installed in violation hereof may be removed and the cost of removal shall be at the expense of the GRANTOR or successors in interest.

Where the Drainage Pipeline Easement Area and the Drainage Release Easement Area overlap, the more restrictive of the usage limitations shall apply.

O. AN EASEMENT FOR DRAINAGE(STORMWATER/DETENTION BASIN)

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 stormwater quality treatment basin and/or flood control detention basin, together with all necessary appurtenances appertaining thereto, a perpetual right of way over, under, upon and across all that real property shown hereon and designated "Drainage Easement" (D.E.). 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. Notwithstanding the Drainage Easement granted hereby, but subject to the limitations stated below, OWNER, 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 OWNER shall be the responsibility of the OWNER, and in that unlikely event, the OWNER 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 OWNER, 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 OWNER. Any other damage to OWNER's improvement and/or property caused by COUNTY, including damage caused by routine repair and maintenance of the drainage facilities, shall be the responsibility of COUNTY, and in that unlikely event, the COUNTY shall compensate the OWNER for all reasonably resulting loss or damage to such improvement and/or property by either repairing or replacing (to OWNER's specification), or paying the then fair market value of same, as the COUNTY, in its sole and absolute discretion, shall elect.

P. AN EASEMENT FOR ROADSIDE DRAINAGE DITCH

An easement for the purpose of digging, constructing, reconstructing, repairing and forever maintaining thereon, a drainage ditch of such dimensions as COUNTY shall deem necessary for drainage purposes, together with the spoil banks and appurtenant structures thereof, a drainage easement over that certain real property shown hereon and designated "Roadside Drainage Easement" (R.D.E.). Together with the perpetual right and privilege of flowing water in, through, and along said ditch in such amounts and at such times as COUNTY shall deem necessary, and the perpetual right of ingress to and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

Q. LANDSCAPING EASEMENT:

An easement for the purpose of planting and maintaining landscaping and other incidental purposes as deemed necessary by COUNTY, a landscaping easement over that certain real property shown hereon and designated "Landscape Easement"(L.E.). Together with the perpetual right and at such times as County shall deem necessary, ingress to and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

R. SLOPE EASEMENT:

A slope easement for slope maintenance and protection of roadway improvements, upon, over and across that certain real property shown hereon and designated "Slope Easement" (S.E.).

S. TRAFFIC SIGNAL EASEMENT

An easement for the purpose of constructing, maintaining and operating traffic signal system and all appurtenant facilities upon, over and across that certain real property shown hereon and designated "Traffic Signal Easement" (T.S.E.). Together with the perpetual right of ingress and egress over and through said property for the purpose of exercising the privileges described herein.

T. SIDEWALK EASEMENT

An Easement for the installation and maintenance of a sidewalk, together with any appurtenances pertaining thereto, on, over, under and across that certain real property shown hereon and designated "Sidewalk Easement" (S.E.).

U. STREET LIGHT EASEMENT

An easement to construct, reconstruct and to operate and maintain street lighting facilities, including foundations, standards, conduit and any and all appurtenances appertaining thereto, on, over and across all that certain real property shown hereon and designated "Street Light Easement" (S.L.E.). Together with the perpetual right of ingress and egress to and from said property for the purpose of exercising and performing all of the rights and privileges herein granted.

V. SIDEWALK, LANDSCAPING, STREET LIGHTING MONUMENTATION AND TRAFFIC SIGNALIZATION EASEMENT

A sidewalk easement for the construction, reconstruction and maintenance of a sidewalk, together with any appurtenances pertaining thereto, a landscaping easement for the purpose of planting, replanting, irrigating and maintaining landscaping and any appurtenances thereto, and an easement for street lighting and traffic signalization for the purpose of constructing, maintaining and operating traffic signal system and all appurtenant facilities and other incidental purposes including monumentation as deemed necessary by County, on, over, under and across that certain real property shown hereon and designated "Sidewalk, Landscaping, Street Lighting Monumentation and Traffic Signalization Easement" (S.L.S.T.E.). Together with the perpetual right and at such times as County shall deem necessary, ingress to and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

W. AVIGATION EASEMENT

Contact the Airport's Noise Officer; Bree Taylor, 874.0483, taylorbr@saccounty.net.

X. VISIBILITY EASEMENT:

Visibility easement(s) to be kept free from signs, hedges, fences, structures, natural growth or other obstructions to the view higher than two feet six inches (2 ½') above the nearest pavement surface, within the area over and across that land designated hereon as "visibility easement."

Y. PEDESTRIAN WALKWAY EASEMENT:

Rights of way and easements for the installation and maintenance of a pedestrian walkway, together with any and all appurtenances pertaining thereto on, over, under and across (that/those) strip(s) of land shown hereon and designated "pedestrian easement."

Z. SEWER EASEMENTS:

Rights of way and easements for installation and maintenance of sewer pipes together with any and all appurtenances pertaining thereto on, over, under, and across (that/those) strip(s) of land lying between the rear and/or side lines of [parcel(s)/lot(s)] and lines shown hereon and designated "sewer easement line."

OR:

Rights of way and easements for installation and maintenance of sewer pipes together with any and all appurtenances pertaining thereto on, over, under, and across (that/those) strip(s) of land lying between the lines shown hereon and designated "sewer easement."

The following easements have not been updated by County Real Estate Section but may be applicable under certain circumstances.

AA. Sound wall Easement:

A right of way and easement for the installation and maintenance of a Sound wall on, over, under and across the strip of land shown hereon and designated "Wall Easement."

BB. Emergency Access Easement:

A right of way and easement for emergency access purposes, together with any and all appurtenances pertaining thereto on, over and across strips of land twenty (20) feet in width shown hereon and designated "Emergency Access Easement."

CC. Riding and Hiking Easement:

Rights of way and easements for the installation and maintenance of an equestrian and hiking trail, together with any and all appurtenances pertaining thereto, on, over and across the land shown hereon and designated "Riding and hiking trail easement."

DD. Water Pipeline Easement:

Right of way and easement for installation of maintenance of water pipelines together with any and all appurtenances pertaining thereto, on, over, under and across those strips of land lying between the lines shown hereon and designated “water easement.”

EE. Open Space Easement:

Open Space easement over _____ shown hereon and designated “Open Space Easement”. No grading, no removal or thinning of vegetation, except for purposes of brush fire control, no landscaping or installation of sprinkler systems, no fencing, no building or structures, including swimming pools and retaining walls, to be made within this easement.