

*Handwritten scribble*



Order No.  
Escrow No.  
Loan No.

WHEN RECORDED MAIL TO:

ODD FELLOWS  
SIERRA PARK  
P.O. BOX 116  
LONG BARN, CA 95335

Doc # 2003009656  
Page 1 of 11  
Date: 04/23/2003 08:00A  
Filed by: FIRST AMERICAN TITLE INS CO  
Filed & Recorded in Official Records  
of COUNTY OF TUOLUMNE  
DAVID W WYNNE  
COUNTY RECORDER  
Fee: \$37.00

12008 KH

SPACE ABOVE THIS LINE FOR RECORDER'S USE

---

WATER AGREEMENT

---

## WATER AGREEMENT

This agreement is made this 23rd day of December, 2002, by and between ODD FELLOWS SIERRA RECREATION ASSOCIATION, a California corporation ("GRANTOR"), EDWARD J. CARDOZA and DOLORES M. CARDOZA, husband and wife ("CARDOZA") and ODD FELLOWS SIERRA HOMEOWNERS' ASSOCIATION, a California nonprofit corporation ("HOMEOWNERS ASSOCIATION").

WHEREAS, GRANTOR has contracted to sell the real property identified in Exhibit A attached hereto and incorporated herein ("Property") to CARDOZA and the Property is located outside the boundaries of Odd Fellows Sierra Camp Subdivisions No. 1 and No. 2.

WHEREAS, all parties to this agreement wish to assure CARDOZA a reasonable supply of domestic water for a single family residence and related non-commercial, non-agricultural uses.

WHEREAS, GRANTOR and the HOMEOWNERS' ASSOCIATION have previously executed a Water Use Agreement dated October 12, 1986, a true copy of which is attached and incorporated herein by reference as Exhibit B.

WHEREAS, GRANTOR is contractually obligated to provide water to members of the HOMEOWNERS' ASSOCIATION on the terms set out in the Water Use Agreement of October 12, 1986.

WHEREAS, The Bylaws of the HOMEOWNERS' ASSOCIATION require the HOMEOWNERS' ASSOCIATION to provide water to its members on a not for profit basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Water Agreement shall be effective upon the close of escrow and recording the deed conveying title to the property from GRANTOR to CARDOZA.
2. The HOMEOWNERS' ASSOCIATION and GRANTOR agree that CARDOZA shall be entitled to receive water from the HOMEOWNERS' ASSOCIATION as provided in the Water Use Agreement of October 12, 1986, and the Bylaws of the HOMEOWNERS' ASSOCIATION on the same conditions as for members of the HOMEOWNERS' ASSOCIATION, with the same voting rights, and with the same responsibility for payment.
3. This Water Agreement is freely assignable by the GRANTOR and the HOMEOWNERS' ASSOCIATION. This Water Agreement is assignable by CARDOZA only to a purchaser of the Property as a single residential lot.
4. CARDOZA agrees to pay on demand the water fees established from time to time by the HOMEOWNERS' ASSOCIATION and upon default, CARDOZA

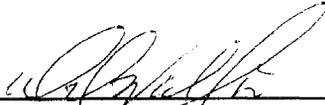
authorizes the HOMEOWNERS' ASSOCIATION to halt water service upon ten days written notice sent to CARDOZA's last known mailing address by certified or registered mail with return receipt requested and posted upon the Property for at least ten days.

5. This agreement shall be interpreted under the laws of the State of California. In the event that a dispute arises out of or relating to this Water Agreement, venue shall be in the County of Tuolumne, State of California.
6. This agreement is for the benefit of the parties and their heirs, representative and assigns and there are no third party beneficiaries.
7. This agreement shall be for the same term as the Water Use Agreement attached hereto as Exhibit B.
8. This agreement constitutes the full and complete agreement between the parties concerning the supply of water to CARDOZA and it may not be amended or modified except in a writing signed by the parties hereto or their authorized representatives. None of the discussions, negotiations or representations made by either party are a part of this contract. No oral statement or other writing not incorporated into this agreement shall be binding on any party hereto unless supported by separate and independent consideration.

GRANTOR  
ODD FELLOWS SIERRA  
RECREATION ASSOCIATION,  
a California corporation

  
\_\_\_\_\_  
By Del Wallis, President

HOMEOWNERS ASSOCIATION  
ODD FELLOWS SIERRA  
HOMEOWNERS' ASSOCIATION,  
a California nonprofit corporation

  
\_\_\_\_\_  
By Del Wallis, President

CARDOZA

  
\_\_\_\_\_  
EDWARD J. CARDOZA

  
\_\_\_\_\_  
DOLORES M. CARDOZA

EXHIBIT "A"

**LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of Tuolumne, State of California, described as follows:

Parcel One:

A portion of the Southwest Quarter of Section 30, Township 3 North, Range 17 East, M.D.B. & M., being that certain parcel containing 5.01 acres, as shown on that certain map filed in the office of the County Recorder, Tuolumne County, California, on August 10, 1943 in Book 7 of Plat Books at Page 67, the record bearings and distances as shown on said map being more particularly described as follows:

The True Point Of Beginning for this description being the Southeast corner of said Parcel, from which the West quarter corner of Section 31, Township 3 North, Range 17 East bears, South 42° 56' West, 2892 feet;

Thence, South 84° 45' West 273.10 feet to a point;

Thence, North 58° 25' West 94.00 feet to a point;

Thence, North 31° 30' West 112.00 feet to a point;

Thence, North 14° 40' East 585.20 feet to a point;

Thence, South 81° 40' East 276.90 feet to a point;

Thence, South 09° 55' West 363.10 feet to a point;

Thence, South 19° 19' East 228.10 feet to a point;

Thence, South 18° 36' 40" West 76.82 feet (called South 04° 29' West 76.80 feet on said map) to a point, being the True Point of Beginning.

APN: 031-091-08

Parcel Two:

A portion of the Southwest quarter of Section 30, Township 3 North, Range 17 East, M.D.B. & M., lying southerly and easterly of that certain parcel containing 5.01 acres, as shown on that certain map filed in the office of the County Recorder, Tuolumne County, California on August 10, 1943 in Book 7 of Plat Books at Page 67, being more particularly described as follows:

True Point Of Beginning for this description being the Southeast corner of said parcel, from which the West quarter corner of Section 31, Township 3 North, Range 17 East bears South 42° 56' West 2892 feet;

Thence, South 84° 14' West 273.10 feet (called South 84° 45' West 273.10 feet on said map) to a point;

Thence, North 58° 25' West 94.00 feet to a point;

Thence, South 44° 18' West 2.1 feet to a point on the northerly right-of-way of Deborah Drive, as shown on the map for IOOF Odd Fellows Sieraa Camp Subdivision No 1, filed in the office of the County Recorder, Tuolumne County, California in Book 10 of Plat Books, at Pages 44-48;

Thence, along said right-of-way South 58° 58' East 94.4 feet to a point;

Thence, continuing along said right-of-way, North 84° 14' East 294.2 feet to a point on the westerly right-of-way of Jordan Way as shown on said map of said Subdivision;

Thence, along said westerly right-of-way, North 01° 13' West 644.7 feet to a point;

Thence, South 09° 55' West 363.10 feet to a point;

Thence, South 19° 19' East 228.10 feet to a point;

Thence, South 15° 02' 47" West 75.39 feet (called South 04° 29' West 76.80 feet on said map of

EXHIBIT "A" CONTINUED

said 5.01 acre parcel) to a point being the True Point of Beginning.

Parcel Three:

Non-exclusive easements on and over all streets and roadways for street, roadway and vehicular traffic purposes and for general ingress and egress to the extent reasonable necessary to exercise such easements as more particularly described in the certain Declaration Relating To The Roads and Streets Located In An Appurtenant To The I.O.O.F. Odd Fellows Sierra Camp Subdivision #1, and Subdivision #2 recorded May 9, 1996 as instrument no. 006657, book 1391, page 0719 of Tuolumne County Official Records.

APN: 031-091-08 and 031-091-07

EXHIBIT "B"

WATER USE AGREEMENT

THIS AGREEMENT is made this 12<sup>th</sup> day of October, 1986, by and between ODD FELLOWS SIERRA RECREATION ASSOCIATION, a California corporation ("GRANTOR"), and ODD FELLOWS SIERRA HOMEOWNERS' ASSOCIATION, a California nonprofit corporation ("GRANTEE").

WHEREAS, GRANTOR was, prior to its conveyance of certain portions to GRANTEE's members, the owner of certain tracts of land in the County of Tuolumne, State of California, which are particularly described on Exhibit A hereto; and

WHEREAS, GRANTOR has prior to this date subdivided and conveyed by separate deeds certain portions of the above-described land, which portions are described on Exhibit B hereto; and

WHEREAS, GRANTEE is a homeowners association organized and existing for the mutual benefit of some or all of the owners of the portions of said tracts subdivided and conveyed by GRANTOR; and

WHEREAS, GRANTOR owns and maintains a water system on the portions of said tracts of land it retained; and

WHEREAS, GRANTEE desires to obtain water from that water system for use by its members on a not-for-profit basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Agreement to Furnish Water. GRANTOR agrees to furnish to GRANTEE from its water system such water as may be necessary for the domestic use of GRANTEE's members subject to the terms and conditions hereinafter set forth.

2. Domestic Use Defined. The "domestic use" for which water is to be furnished GRANTEE's members under this Agreement consists in general of the usual household uses and adequate watering of ornamental plants and shrubbery and household garden plots connected with the occupancy and development of the lots of GRANTEE's members as a residence but not their development for any industrial, commercial, or agricultural purposes.

3. Limit on Water Amount. In no event shall the water furnished GRANTEE's members under this contract exceed one hundred percent (100%) of the maximum amount of water that may be made available from said water system or any replacement or expansion thereof.

4. Quality and Quantity. GRANTOR cannot and does not make any guarantee concerning the quality of water agreed to be furnished under this Agreement or concerning the continuing availability of water except as herein expressly provided. GRANTEE understands and hereby acknowledges on behalf of its members that GRANTOR is not a public utility, is not guaranteeing any specific quantity of water, is the sole owner of said water system and all water supplied therefrom or in any way connected with the retained portion of said tracts of land, and has agreed to furnish water to GRANTEE's members only in accordance with the terms of this Agreement. GRANTEE stipulates that neither it nor its members have any right, title, or interest in or to any water from said water system coming from the retained portion of said tracts of land except as herein specifically set forth.

5. Maintenance of Water System. GRANTOR shall at its sole cost and expense:

a. Maintain said water system in proper and sanitary order without representation as to the quantity or quality of water that may be produced by it;

b. Install such pipeline, tanks, and other facilities for the delivery of water to GRANTEE's members as GRANTOR may deem reasonably necessary;

c. Maintain and operate the facilities described in this paragraph for so long as it is reasonably possible to procure and distribute water from the water source supplying the water system; and

d. Repair, replace, or expand the water system as reasonably necessary, in the opinion of water experts, to supply water as herein agreed.

6. Payment. GRANTEE shall pay to GRANTOR for water furnished pursuant to this Agreement the sum of *Sixty nine thousand three hundred fifty* Dollars (*\$69,350.00*) per year during the first (1st) year of this Agreement and shall pay during each subsequent year such amount plus any increase in expense of GRANTOR over its expenses for the prior year in furnishing water to GRANTEE under this Agreement. Unless otherwise agreed in writing, the yearly payments herein provided shall be paid by GRANTEE to GRANTOR in annual installments on the first (1st) day of the second (2d) month of each year of the term of this Agreement.

7. Term. This Agreement is made for the period of twenty-five (25) years, commencing on the date hereof, unless earlier terminated as hereinafter provided.

8. Default. Should GRANTEE fail to pay any annual charge for water specified in this Agreement for a period of ninety (90) days after receiving written notice thereof from GRANTOR, GRANTOR may suspend supplying water until the charge is paid in addition to pursuing any other legal or equitable right or remedy it may have. The prevailing party in any legal or equitable action brought pursuant to this paragraph shall be entitled to its reasonable attorneys' fees and costs. Notwithstanding the provisions of this paragraph, however, GRANTOR may not terminate this Agreement if GRANTEE fails to pay the annual charges for water.

9. Termination. This Agreement shall automatically terminate upon the termination of the irrevocable license of even date given by GRANTOR to GRANTEE to use its roads and retained land for access and recreational purposes.

10. Subject to Valid Laws. This Agreement is subject at all times to any and all valid laws, ordinances, and governmental regulations, whether federal, state, county, or city, and any modification made to this Agreement by such law, ordinance, or regulation or to the conduct of the parties under this Agreement shall not impose liability on either party hereto for breach of their duties under this Agreement.

*\* See Minutes of B.O.D of ILL Fellows Res. Assoc.  
on Oct. 12, 1986*

11. Assignment. This Agreement shall be binding on the parties hereto and on their successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

GRANTOR:

ODD FELLOWS SIERRA RECREATION  
ASSOCIATION

By Dee H. Johnson  
Title: President

GRANTEE:

ODD FELLOWS SIERRA HOMEOWNERS'  
ASSOCIATION

By [Signature]  
Title: Secretary



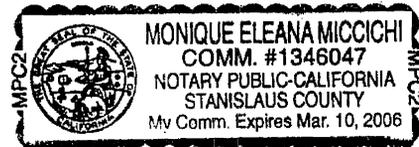
STATE OF CALIFORNIA }  
COUNTY OF Tuolumne } ss.

On December 23, 2002, before me, Monique Eleana Miccichi notary  
personally appeared Del Wallis and Richard Bonner

\_\_\_\_\_, personally known to me  
(or 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.

WITNESS my hand and official seal.

Signature [Signature]



(This area for official notarial seal)

Title of Document	<u>Water agreement</u>
Date of Document	<u>December 23, 2002</u> No. of Pages <u>9 TOTAL</u>
Other signatures not acknowledged	<u>EDUARDO J. GAMBIZO + DELOROUS M. BORDOZA</u>



STATE OF CALIFORNIA }  
COUNTY OF Tulare } ss.

On 4-18-03, before me, Kim Hembree, Notary,  
personally appeared Edward J. Cordoza and Dolores M. Cordoza  
\_\_\_\_\_ , personally known to me

(or 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.

WITNESS my hand and official seal.

Signature Kim Hembree



(This area for official notarial seal)

Title of Document	<u>Water Agreement</u>	
Date of Document	<u>12/23/02</u>	No. of Pages <u>11</u>
Other signatures not acknowledged	<u>Del Wallis &amp; Patricia Bonner</u>	