

RESOLUTION NO. 2013-0064

Adopted by the Sacramento City Council

March 5, 2013

APPROVING AGREEMENT FOR EXCHANGE OF REAL PROPERTY WITH SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

BACKGROUND

- A. The City and the Sacramento Regional County Sanitation District (SRCSD) share responsibilities and obligations related to operation of the City's combined sewer system, which currently are governed by the "Agreement Regarding the Operation and Maintenance of the Combined Wastewater Control System and Natomas Area Pump Stations and Ownership Transfer of Certain Facilities," dated November 25, 1980 (O&M Agreement).
- B. Under the conditions of the O&M Agreement, the Sump 119 combined sewer system pumping facility, located near Land Park Drive and 35th Avenue, was operated and maintained by the City, while the underlying real property was owned by the SRCSD. In 2001, the original Sump 119, which was nearing the end of its useful life and required replacement, was demolished and a new Sump 119 was constructed on an adjacent parcel of land owned by the City.
- C. City and SRCSD staff have developed an Agreement for Exchange of Real Property to transfer ownership of the original Sump 119 site to the City in exchange for transferring ownership of the new Sump 119 site to the SRCSD, in addition to easements that are required for related purposes. The City will continue to be responsible for operation and maintenance of the new Sump 119 facility, which will be owned by the SRCSD, consistent with the terms of the O&M Agreement.
- D. No monetary compensation is required for this exchange of real property interests because the interests exchanged are of approximately equal value and both the City and SRCSD benefit from the exchange.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager or the City Manager's designee is authorized to: 1) execute the Agreement for Exchange of Real Property attached as Exhibit A; and 2) execute such other documents as necessary to complete the property exchanges identified in the Agreement.

Section 2. Exhibit A is made a part of this Resolution.

Table of Contents:

Exhibit A – Agreement for Exchange of Real Property

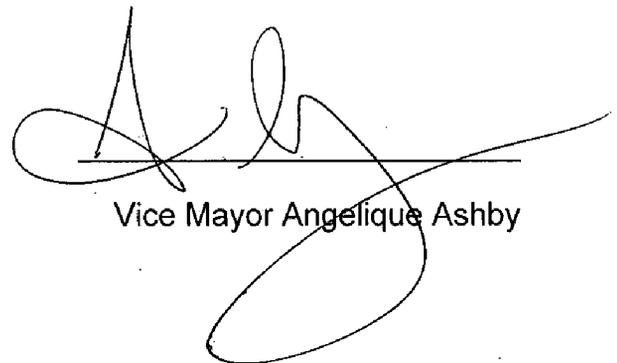
Adopted by the City of Sacramento City Council on March 5, 2013 by the following vote:

Ayes: Councilmembers Ashby, D Fong, Hansen, McCarty, Pannell, Warren, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: Members Cohn and Schenirer



Vice Mayor Angelique Ashby

Attest:



Shirley Concolino, City Clerk

RED Acq No. 06-05-001
SRCSD Contract No. 70000010
City WO: 2004034/2004035
APN'S: 024-0030-006, 024-0030-007
Project: Sump 119 Property Transfer

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

This Agreement for Exchange of Real Property ("Agreement") dated _____, 2013, is made between the **SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT**, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code Section 4700 (hereinafter referred to as "SRCSD"), and the **CITY OF SACRAMENTO**, a municipal corporation (hereinafter referred to as "City").

RECITALS

- A. The CITY owns the real property lying within County of Sacramento Assessor Parcel Number (APN): 024-0030-007 (hereinafter referred to as "City Property") upon which SRCSD constructed the existing SRCSD Sump 119 Sewage Pumping Station (hereinafter referred to as "Facility"). The Facility was constructed in 2001 and is owned by SRCSD, but operated and maintained by the City, pursuant to that certain agreement entered into between SRCSD and City, "An Agreement Regarding the Operation and Maintenance of the Combined Wastewater Control System and Natomas Area Pump Stations and Ownership Transfer of Certain Facilities" (hereinafter referred to as "1980 O&M Agreement"), dated November 25, 1980.
- B. SRCSD owns the real property lying within APN: 024-0030-006 (hereinafter referred to as "SRCSD Property"), the location of the old Sump 119 Pumping Station. The old Sump 119 Pumping Station was demolished in 2001 as it was nearing the end of its useful life and required replacement.
- C. On the SRCSD Property there exists a paved roadway (hereinafter referred to as "Roadway Area") used for access to the SRCSD Property and to the City Property.
- D. Under this Agreement, SRCSD will convey to City:
 - Fee title to a portion of the SRCSD Property containing 34,029 square feet, more or less;
 - An Easement for Sewer on a portion of the SRCSD Property containing 2,542 square feet, more or less; and
 - An Easement for Ingress and Easement over the Roadway Area containing 2,761 square feet, more or less.

E. Under this Agreement, City will convey to SRCSD:

- Fee title to a portion of the City Property containing 23,748 square feet, more or less, provided that City shall reserve sewer easements over portions of the City Property containing a total of 4,630 square feet, more or less; and
- An Easement for Sewer on a portion of the City Property and adjacent real property owned by City, containing a total of 20,130 square feet, more or less.

NOW THEREFORE, for and in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. DEMISE OF PROPERTY

- A. By SRCSD: SRCSD agrees to transfer to City a portion of the SRCSD Property via a grant deed substantially identical to the form shown in Attachment 1 attached hereto and incorporated herein. SRCSD also agrees to convey to City an Easement for Sewer for City facilities located on SRCSD Property substantially identical to the form shown in Attachment 2 attached hereto and incorporated herein. SRCSD also agrees to convey to City an Easement for Ingress and Egress over the Roadway Area, substantially identical to the form shown in Attachment 3 attached hereto and incorporated herein.
- B. By City: City agrees to transfer to SRCSD a portion of the City Property via a grant deed substantially identical to the form shown in Attachment 4 attached hereto and incorporated herein, provided that City shall reserve and except from this grant easements for sewer facilities as shown in Attachment 4. City also agrees to convey to SRCSD an Easement for Sewer for SRCSD facilities located on real property owned by City substantially identical to the form shown in Attachment 5 attached hereto and incorporated herein.

2. CONSIDERATION

SRCSD and City agree that each mutually benefits from the exchange of real property interests and that there will be no monetary consideration paid by either party.

3. ESCROW AND TITLE

- A. SRCSD has opened escrow with Fidelity National Title Company (hereinafter referred to as "Escrow Holder"), escrow number 11-5011675, located at 8950 Cal Center Drive, Bldg. 3, Sacramento, CA 95826.
- B. This Agreement may serve in whole or in part as escrow instructions. The issuance of any further escrow instructions shall be the joint responsibility of both parties.

- C. Upon full execution of this Agreement, the grant deeds and easements described herein shall be executed and delivered to Escrow Holder. Said grant deeds and easements shall be recorded in the Official Records of the County of Sacramento, California. The parties agree to perform all acts necessary to close escrow within 90 (ninety) calendar days after execution of this Agreement (hereinafter referred to as "Close of Escrow"), unless otherwise agreed to in writing by SRCSD and City.
- D. The cost of any escrow fees, the charge for preparation of escrow documents, recording costs, if any, on behalf of SRCSD or City, and all other costs of escrow and closing, are to be split 50/50 by both parties.
- E. SRCSD and City may obtain ALTA/CLTA owner's policies of title insurance insuring that clear title to the property each is acquiring is vested in its respective ownership upon recording of the grant deeds. Each party shall be responsible for the cost of securing its own title insurance.
- F. The close of escrow is conditioned on the SRCSD Property and City Property being conveyed to City and SRCSD, respectively, free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind, **except**: (a) easements for sewer, in addition to easements for ingress and egress; and (b) those items listed below as identified in each of the Preliminary Reports of title prepared by Fidelity National Title Company:
1. Exceptions 4-5 for the SRCSD Property as stated in the Preliminary Report of Title No. 515134, dated February 29, 2012.
 2. Exceptions 4-12 for the City Property as stated in the Preliminary Report of Title No. 5011675, dated June 15, 2011.
- G. At close of escrow, SRCSD shall convey title to the SRCSD Property via a grant deed to City by means of a duly-executed and acknowledged Grant Deed (hereinafter referred to as "SRCSD Grant Deed") in substantially-identical form to that contained in Attachment "1" of this Agreement.
- H. At close of escrow, SRCSD shall convey title to City for a sewer easement on SRCSD Property by means of duly-executed and acknowledged Easement for Sewer in substantially identical form to that contained in Attachment "2" of this Agreement.
- I. At close of escrow, SRCSD shall convey title to an access easement over the Roadway Area to City by means of a duly-executed and acknowledged Easement for Ingress and Egress in substantially-identical form to that contained in Attachment "3" of this Agreement.
- J. At close of escrow, City shall convey title to the City Property via a grant deed to SRCSD by means of a duly-executed and acknowledged Grant Deed (hereinafter

referred to as “City Grant Deed”), that contains a reservation of sewer easements for City facilities, in substantially-identical form to that contained in Attachment “4” of this Agreement.

- K. At close of escrow, City shall convey title to SRCSD for sewer easements located on City-owned real property by means of a duly-executed and acknowledged Easement for Sewer in substantially-identical form to that contained in Attachment “5” of this Agreement.
- L. From the date this Agreement is fully executed by all parties hereto until the close of escrow or the date on which this Agreement otherwise terminates, SRCSD may not further encumber the SRCSD Property in any manner, nor grant any property or contract right relating to the SRCSD Property without the prior written consent of City, and City may not further encumber the City Property in any manner, nor grant any property or contract right relating to the City Property without the prior written consent of SRCSD.

4. AS IS TRANSFER

City and SRCSD acknowledge that, except as expressly contained in this Agreement, neither party, nor anyone acting for or on behalf of either party has made any representation, warranty or promise to either party concerning the physical aspects or condition of the City Property or the SRCSD Property; the feasibility or desirability of the City Property or the SRCSD Property for any particular use; the conditions of soils, sub soils, groundwater and surface waters; or the presence or absence of any other physical aspect of the City Property or the SRCSD Property; and that in entering into the Agreement, City and/or SRCSD has not relied on any representation, statement or warranty of the other party or anyone acting for or on behalf of either party, other than as may be expressly contained in this Agreement, and that all matters concerning the City Property or the SRCSD Property shall be independently verified by City and/or SRCSD and that City and/or SRCSD shall purchase from the other the fee estate on its own examination thereof; and that if City and/or SRCSD elects to acquire the fee estate, the City and/or SRCSD is acquiring the SRCSD Property and the City Property, respectively, in its “as is” condition and its “as is” state of repair.

5. POSSESSION

City shall have possession of that portion of SRCSD Property as described in Attachment 1 upon full execution of this Agreement.

SRCSD shall have possession of that portion of City Property as described in Attachment 2 upon full execution of this Agreement.

This section shall not in any way restrict or affect either party's rights under any prior Right of Entry, if any, the 1980 O&M Agreement, or other mechanism.

6. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF CITY

City represents, warrants, and covenants to SRCSD that the following is true as of the Agreement Date and shall continue to be true as of the Close of Escrow.

There is no action, suit or proceeding, which is pending or threatened against the City Property or any portion thereof relating to or arising out of the ownership or use of the City Property, in any court or before any federal, state, county or municipal department, commission, board, bureau, agency or other governmental instrumentality or other third party non-public entities.

Notwithstanding any provisions of this Agreement, the covenants, representations, warranties, hold harmless and indemnification obligations made by each party herein shall survive (1) Close of Escrow and the recording of any deeds hereunder, and (2) the termination and/or cancellation of this Agreement.

7. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SRCSD

SRCSD represents, warrants, and covenants to City that the following is true as of the date of this Agreement and shall continue to be true as of the Close of Escrow:

There is no action, suit or proceeding, which is pending or threatened against the SRCSD Property or any portion thereof relating to or arising out of the ownership or use of the SRCSD Property, in any court or before any federal, state, county or municipal department, commission, board, bureau, agency or other governmental instrumentality or other third party non-public entities.

Notwithstanding any provisions of this Agreement, the covenants, representations, warranties, hold harmless and indemnification obligations made by SRCSD herein shall survive (1) Close of Escrow and the recording of any deeds hereunder, and (2) the termination and/or cancellation of this Agreement.

8. LEASE WARRANTY

SRCSD warrants there are no oral or written leases on the SRCSD Property. City warrants there are no oral or written leases on the City Property.

9. INDEMNIFICATION

City shall defend, indemnify and hold harmless SRCSD, its Board of Directors, officers, directors, agents, employees, contractors, and volunteers from and against all demands, claims, actions, liabilities, losses (including personal and bodily injury and death), damages, regulatory fines and/or penalties imposed by any local, state or federal authority for breaches of such authority's environmental regulations, and costs, including

reasonable attorneys' fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of City's officers, directors, agents, employees, contractors or volunteers in connection with this Agreement.

SRCS D shall defend, indemnify, and hold harmless City, its officers, directors, agents, employees, contractors, and volunteers from and against all demands, claims, actions, liabilities, losses (including personal and bodily injury and death), damages, regulatory fines and/or penalties imposed by any local, state or federal authority for breaches of such authority's environmental regulations, and costs, including reasonable attorneys' fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of SRCS D's Board of Directors, officers, directors, agents, employees, contractors or volunteers in connection with this Agreement.

It is the intention of SRCS D and City that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, contractors, and volunteers.

The provisions of this Paragraph shall survive the expiration or termination of this Easement.

10. APPROVALS

This Agreement is contingent upon its execution by the SRCS D District Engineer and the City Manager of the City of Sacramento or the City Manager's authorized designee. The execution of the Agreement and grant deeds constitutes acceptance and approval by the respective parties.

11. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired.

12. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

13. AUTHORITY AND EXECUTION

The parties and the party representatives executing this Agreement have the power and authority to execute this Agreement, and once executed by all parties hereto, this Agreement shall be binding upon them.

14. ADDRESS FOR NOTICES

SRCSO: Sacramento Regional County Sanitation District
Attn: Real Estate Program Manager
10060 Goethe Road
Sacramento, CA 95827

CITY: City of Sacramento
Department of General Services
Attn: Facilities & Real Property Superintendent
5730 24th Street, Building 4
Sacramento, CA 95822

15. ENTIRE AGREEMENT

This Agreement constitutes the entire and complete agreement between the parties hereto. Any prior agreements or representations regarding this subject matter are of no force and effect. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by both parties.

16. COUNTERPARTS

This Agreement may be executed in counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

17. CONSTRUCTION

Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(Signature page follows.)

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT

By: Stan Dean *RD*
Stan Dean, District Engineer

Date: 1-7-13

Under Delegated Authority by:

Resolution No. SR-2527
Dated: February 23, 2011

Reviewed and Approved:

By: Stephanie Percival
Stephanie Percival
Deputy County Counsel
Counsel for District

CITY OF SACRAMENTO

By: _____

Name: _____

Title: _____

For: John F. Shirey, City Manager

Date: _____

Recommended for Approval:

By: _____
Reina J. Schwartz
Director, Dept. of General Services

Reviewed and Approved:

By: Joe Robinson
Joe Robinson
Senior Deputy City Attorney

Attest:

By: _____
City Clerk

ATTACHMENT 1
GRANT DEED FROM SRCSD TO CITY

WHEN RECORDED RETURN TO:
REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002

No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922

SEND TAX/ASSESSMENT BILLS TO:
CITY OF SACRAMENTO
Real Estate Services
5730 24th Street, Building 4
Sacramento, CA 95822
Attn: Supervisor, Real Estate Services

Okay to Accept
Name/Date: Steve Roth, 1/7/13
Print Name & Dept: Steve Roth, SRCS
APN: Portion of 024-0030-006
Project Name & Dept: Sump 119 Sewage Pumping Station (SDA)

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED

Sacramento Regional County Sanitation District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code Section 4700, do(es) hereby grant to the City of Sacramento, a municipal corporation, all that real property situated in the County of Sacramento, State of California as bounded and described as follows:

SEE EXHIBITS "A" & "B"
attached hereto and made a part hereof.

Dated this 7th day of January, 2013

Sacramento Regional County Sanitation District

Stan Dean
Stan Dean, District Engineer

Signed under authority delegated to the District Engineer by:

Resolution No: SR-2527

Dated: Feb. 23, 2011

RED File No. 06-05-001

LOG No. C-1106

EXHIBIT "A"

A.P.N. 024-0030-006
FEE TITLE PARCEL

All that real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

All that portion of Parcel 4, of the parcel map entitled "Portion Of New Helvetia & Projected Section 23 & 26, T8N, R4E, M.D.B.M." recorded in Book 82 of Parcel Maps at Page 3, filed in the Office of the Recorder of said County, more particularly described as follows:

Commencing at the southeast corner of said Parcel 4, said corner also being the southwest corner of Parcel 5 as shown on said Parcel Map;
thence along the south line of said Parcel 4, North 76°30'56" West 45.76 feet, to the **Point of Beginning**;

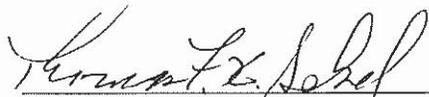
Thence from said point of beginning, continuing along said south line, North 76°30'56" West 146.07 feet, to the southwest corner of said Parcel 4;

Thence leaving said south line, along the west line of said Parcel 4, North 13°29'00" East 231.77 feet, to the northwest corner of said Parcel 4;

thence leaving said west line, along the north line of said Parcel 4, South 75°56'16" East 148.52 feet;

Thence leaving said north line, South 14°05'27" West 230.29 feet to the point of beginning containing 34,029 square feet more or less.

This description was prepared by me or under my direction pursuant to section 8761.1 of the Professional Land Surveyor's Act.


Thomas F.X. Sekel, P.L.S. 4897

25 JULY 2012
Date



CITY OF SACRAMENTO
APN 024-0030-004 & -005
PARCEL 3, 82 PM 3

S 75°56'16"E 148.52'

EXIST 20' ACCESS ESMT PER 82 PM 3

N 13°29'00"E 231.77'

FEE TITLE PARCEL
±34,029 SQ FT

S 14°05'27"W 230.29'

SRCSD
APN 024-0030-006
PARCEL 4, 82 PM 3

CITY OF SACRAMENTO
APN 024-0030-007 & -008
PARCEL 5, 82 PM 3

146.07'
N 76°30'56"W

45.76'

S.E. COR. PCL. 4 =
S.W. COR. PCL. 5

P.O.B.

P.O.C.



LEGEND:
O=DIMENSION POINT
P.O.B.=POINT OF BEGINNING
A.P.N.=ASSESSOR'S PARCEL NO.
P.O.C.=POINT OF COMMENCEMENT

COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY
DEPT. OF CO. ENGINEERING
DEVELOPMENT AND SURVEYOR SERVICES
SURVEY SECTION

SCALE: 1" = 40'

DECEMBER, 2012

EXHIBIT B
FEE TITLE PARCEL, ±34,029 SQ FT
APN 024-0030-006
PORTION OF PARCEL 4, 82 PM 3
CITY OF SACRAMENTO
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

S368

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

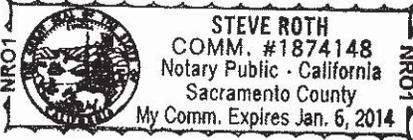
STATE OF California
 COUNTY OF Sacramento
 On Jan. 7, 2013 before me, Steve Roth, Notary Public
date name of notary officer
 personally appeared Stan Dean, District Engineer
name(s) of signer(s)

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.

Steve Roth
 Signature of Notary



-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

INDIVIDUAL
 CORPORATE OFFICER(S)

 Title(s)

PARTNER(S) LIMITED
 GENERAL

ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
 Name of Person(s) or entity(ies)

OPTIONAL SECTION:

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____
 NUMBER OF PAGES _____ DATE _____
 SIGNER(S) OTHER THAN NAMED ABOVE _____

ATTACHMENT 2

EASEMENT FOR SEWER FROM SRCSD TO CITY

WHEN RECORDED RETURN TO:
REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002

No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922

Okay to Accept
Name/Date: Steve Roth, 1/7/13
Print Name & Dept: Steve Roth / SRCSD
APN: Portion of APN: 024-0030-006
Sump 119 Sewage Pumping
Project Name & Dept: Station (SDA)

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR SEWER

Sacramento Regional County Sanitation District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, (hereinafter referred to as "SRCSD or District"), does hereby grant to the City of Sacramento, a municipal corporation, (hereinafter referred to as "CITY"), an easement for sewer purposes, (hereinafter referred to as "Easement"), inclusive of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining thereon a sanitary sewer, of such dimensions as CITY shall deem necessary, together with all necessary appurtenances, including a perpetual right of way over, under, upon and across all that real property, situated in the County of Sacramento, State of California, described as follows:

SEE EXHIBITS "A" and "B"
attached hereto and made a part hereof;

together with the perpetual right of ingress to and egress from said properties, for the purpose of exercising and performing all of the rights and privileges herein granted.

Any use of this Easement area by SRCSD or assignees or successors in interest, except for use as: (i) lawn or similar groundcover; (ii) areas planted with species whose mature growth does not exceed five (5) feet in height and which are not environmentally protected; or (iii) driveways, sidewalks, bike paths, or surface parking, shall not be allowed except upon approval by, and at the discretion of City. Any of said allowable uses shall not be installed in a manner that will impede vehicular access by City for maintenance purposes. Other than said allowable uses, each use proposed by SRCSD must be acceptable to City Department of Utilities, and approved in writing, prior to such construction on or use of the Easement area by SRCSD. For such approval, the SRCSD shall contact the City Department of Utilities, or successor. Any use within the Easement area not approved by the City Department of Utilities shall not in any way limit City's rights under this Easement. Even if the City Department of Utilities has approved the use, City retains the right to remove all or any part of the approved use to allow City to use the Easement at any time pursuant to the rights granted herein. City shall not be liable for any cost related to the removal or replacement of said improvements constructed by SRCSD within the Easement area.

Dated this 7th day of January, 2013

Sacramento Regional County Sanitation District

Stan Dean
Stan Dean, District Engineer

EXHIBIT "A"

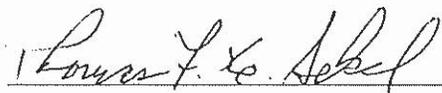
A.P.N. 024-0030-006
SEWER EASEMENT

All that real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

All that portion of Parcel 4, of the parcel map entitled "Portion Of New Helvetia & Projected Section 23 & 26, T8N, R4E, M.D.B.M." recorded in Book 82 of Parcel Maps at Page 3, filed in the Office of the Recorder of said County, more particularly described as follows:

Commencing at the southeast corner of said Parcel 4, said corner also being the southwest corner of Parcel 5 as shown on said Parcel Map;
thence along the east line of said Parcel 4, North 13°36'15" East 108.58 feet, to the **Point of Beginning**;
Thence from said point of beginning, leaving said east line, North 78°41'10" West 44.89 feet;
Thence North 14°05'27" East 123.40 feet to a point on the north line of said Parcel 4;
Thence along said north line, South 75°56'16" East 8.92 feet;
Thence leaving said north line, South 10°38'45" West 102.84 feet;
Thence South 78°41'10" East 28.83 feet;
Thence North 09°43'02" East 43.80 feet;
Thence North 11°02'46" East 57.68 feet, to a point on the north line of said Parcel 4;
Thence along said north line, South 75°56'16" East 7.57 feet to the northeast corner of said Parcel 4, said corner also being the northwest corner of said Parcel 5;
Thence leaving said north line, along the east line of said Parcel 4, South 15°56'32" West 30.65 feet to an angle point therein;
Thence, continuing along said east line, South 13°36'15" West 90.62 feet to the point of beginning containing 2,542 square feet more or less.

This description was prepared by me or under my direction pursuant to section 8761.1 of the Professional Land Surveyor's Act.


Thomas F.X. Sekel, P.L.S. 4897

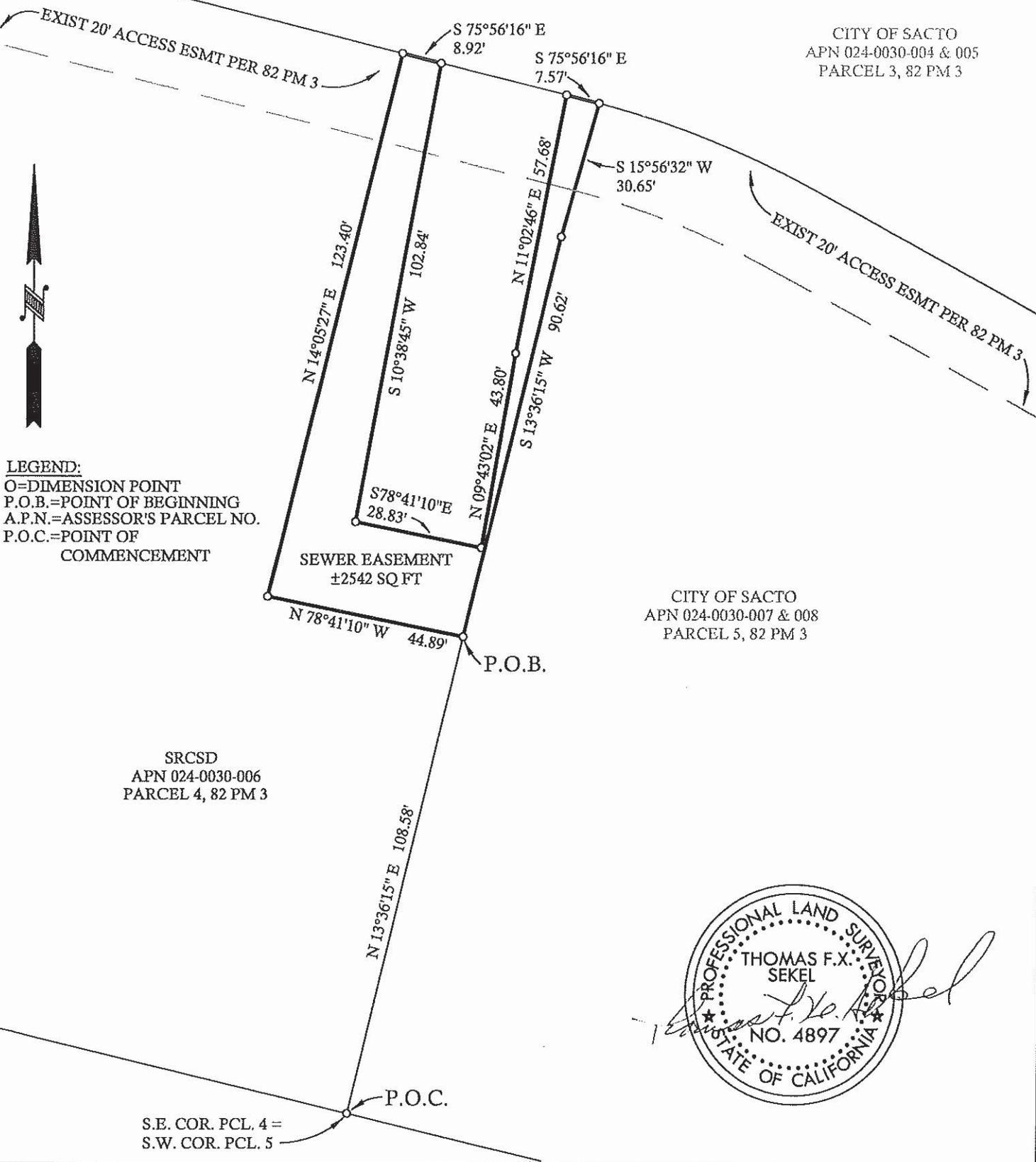


13 DEC. 2012
Date

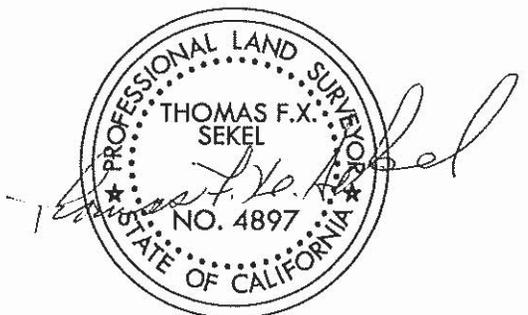
CITY OF SACTO
 APN 024-0030-004 & 005
 PARCEL 3, 82 PM 3

CITY OF SACTO
 APN 024-0030-007 & 008
 PARCEL 5, 82 PM 3

SRCSD
 APN 024-0030-006
 PARCEL 4, 82 PM 3



LEGEND:
 O=DIMENSION POINT
 P.O.B.=POINT OF BEGINNING
 A.P.N.=ASSESSOR'S PARCEL NO.
 P.O.C.=POINT OF COMMENCEMENT



S.E. COR. PCL. 4 =
 S.W. COR. PCL. 5

COUNTY OF SACRAMENTO
 MUNICIPAL SERVICES AGENCY
 DEPT. OF CO. ENGINEERING
 DEVELOPMENT AND SURVEYOR SERVICES
 SURVEY SECTION

EXHIBIT B
 SEWER EASEMENT, ±2,542 SQ FT
 APN 024-0030-006
 PORTION OF PARCEL 4, 82 PM 3
 CITY OF SACRAMENTO
 COUNTY OF SACRAMENTO
 STATE OF CALIFORNIA

SCALE: 1" = 30'

DECEMBER, 2012

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California

COUNTY OF Sacramento

On Jan. 7, 2013 before me, Steve Roth, Notary Public

personally appeared Stan Dean, District Engineer

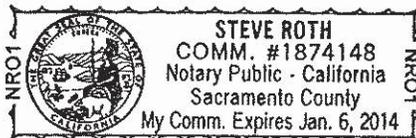
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

Steve Roth

Signature of Notary



OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
CORPORATE OFFICER(S)

Title(s)

- PARTNER(S) LIMITED
GENERAL

- ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

SIGNER IS REPRESENTING:
Name of Person(s) or entity(ies)

OPTIONAL SECTION:

DATA REQUESTED HERE IS
NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT:

NUMBER OF PAGES DATE

SIGNER(S) OTHER THAN NAMED ABOVE

ATTACHMENT 3

EASEMENT FOR INGRESS AND EGRESS FROM SRCSD TO CITY

WHEN RECORDED RETURN TO:
REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002

No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922

Okay to Accept

Name/Date: _____

Print Name & Dept: _____

APN: Portion of APN: 024-0030-006

Project Name & Dept: Sump 119 Sewage Pumping Station
(SDA)

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR INGRESS AND EGRESS

Sacramento Regional County Sanitation District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, (hereinafter referred to as "SRCSD"), does hereby grant to the **City of Sacramento**, a municipal corporation, (hereinafter referred to as "CITY"), a perpetual easement (hereinafter referred to as "Easement") for the right of ingress and egress for pedestrians, vehicles and equipment necessary or convenient to access, operate, maintain, reconstruct, restore or repair existing CITY facilities, as CITY may require and from time to time, with said ingress and egress to be over and across that certain real property in the County of Sacramento, State of California, bounded and described as follows:

**SEE EXHIBITS "A" and "A"
attached hereto and made a part hereof;**

The grant of this Easement includes the right to improve the Easement area in a manner reasonably necessary to maintain ingress and egress by CITY, its officers, employees, agents, and contractors. Installation of any improvements in the Easement area other than normal maintenance and repairs of the roadway for ingress and egress purposes shall be subject to SRCSD review and approval, and said approval shall not be unreasonably withheld or denied by SRCSD. If the CITY, or its successors in interest, install any improvements in violation hereof, the unauthorized improvements shall be removed and said cost from removal will be at the sole expense of the CITY or its successors in interest.

Dated this _____ day of: _____, 2013

Attest on: _____ (date)

Sacramento Regional County Sanitation District

Stan Dean, District Engineer

EXHIBIT "A"

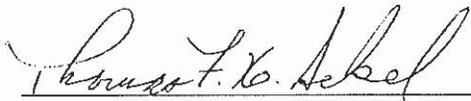
A.P.N. 024-0030-006
ACCESS EASEMENT

All that real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

All that portion of Parcel 4, of the parcel map entitled "Portion Of New Helvetia & Projected Section 23 & 26, T8N, R4E, M.D.B.M." recorded in Book 82 of Parcel Maps at Page 3, filed in the Office of the Recorder of said County, more particularly described as follows:

Commencing at the southeast corner of said Parcel 4, said corner also being the southwest corner of Parcel 5 as shown on said Parcel Map;
 thence along the east line of said Parcel 4, North 13°36'15" East 96.13 feet, to the **Point of Beginning**, said point also being the beginning of a non-tangent curve concave to the northeast having a radius of 60.50 feet;
 thence from said point of beginning, leaving said east line, northwesterly 79.30 feet along the arc of said non-tangent curve through a central angle of 75°05'52", having a chord bearing North 23°27'29" West 73.74 feet;
 thence North 14°05'27" East 55.21 feet to a point on the south line of the 20 foot access easement as shown on said Parcel Map;
 thence along said south line, South 75°56'16" East 40.23 feet to a point of cusp with a curve concave to the southeast having a radius of 20.00 feet;
 Thence southwesterly 31.27 feet along the arc of said curve through a central angle of 89°35'04", having a chord bearing South 59°16'10" West 28.18 feet;
 Thence South 14°28'38" West 33.71 feet to the beginning of a curve concave to the northeast having a radius of 20.00 feet;
 Thence southeasterly 31.42 feet along the arc of said curve through a central angle of 90°00'03", having a chord bearing South 30°31'23" East 28.28 feet;
 Thence South 75°31'25" East 4.73 feet to the east line of said Parcel 4;
 Thence along said east line, South 13°36'15" West 39.95 feet to the point of beginning, containing 2,761 square feet more or less.

This description was prepared by me or under my direction pursuant to section 8761.1 of the Professional Land Surveyor's Act.


 Thomas F.X. Sekel, P.L.S. 4897



13 Dec, 2012
 Date

CITY OF SACRAMENTO
APN 024-0030-004 & 005
PARCEL 3, 82 PM 3

SRCSD
A.P.N. 024-0030-006
PARCEL 4, 82 PM 3

CITY OF SACRAMENTO
APN 024-0030-007 & -008
PARCEL 5, 82 PM 3

EXIST 20' ACCESS ESMT PER 82 PM 3
S 75°56'16"E 40.23'

N 14°05'27"E 55.21'
S 14°28'38"W 33.71'
R=20.00'
Δ=90°00'03"
L=31.42'
CH=S30°31'23"E
28.28'

ACCESS
EASEMENT
±2,761 SQ FT

R=20.00'
Δ=89°35'04"
L=31.27'
CH=S59°16'10"W
28.18'

S75°31'25"E
4.73'

R=60.50'
Δ=75°05'52"
L=79.30'
CH=N23°27'29"W
73.74'

S 13°36'15"W 39.95'
P.O.B.

N13°36'15"E 96.13'

P.O.C.

S.E. COR. PCL. 4 =
S.W. COR. PCL. 5



LEGEND:
O=DIMENSION POINT
P.O.B.=POINT OF BEGINNING
A.P.N.=ASSESSOR'S PARCEL NO.
P.O.C.=POINT OF COMMENCEMENT

COUNTY OF SACRAMENTO

MUNICIPAL SERVICES AGENCY
DEPARTMENT OF CO. ENGINEERING
DEVELOPMENT AND SURVEYOR
SERVICES, SURVEY SECTION

SCALE: 1"=30' DECEMBER, 2012

EXHIBIT B

ACCESS EASEMENT, ±2,761 SQ FT
APN 024-0030-006
PORTION OF PARCEL 4, 82 PM 3
CITY OF SACRAMENTO
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____,
date name of notary officer

personally appeared _____,
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 of Notary

-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

INDIVIDUAL

CORPORATE OFFICER(S)

Title(s)

PARTNER(S) LIMITED

GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:

Name of Person(s) or entity(ies)

OPTIONAL SECTION:

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

ATTACHMENT 4
GRANT DEED FROM CITY TO SRCSD

WHEN RECORDED RETURN TO:
REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002

No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922

SEND TAX/ASSESSMENT BILLS TO:
CITY OF SACRAMENTO
Real Estate Services
5730 24th Street, Building 4
Sacramento, CA 95822
Attn: Supervisor, Real Estate Services

Okay to Accept
Name/Date: Steve Roth, 1/7/13
Print Name & Dept: Steve Roth, SRCSD
APN: Portion of 024-0030-007
Project Name & Dept: Sump 119 Sewage Pumping Station (SDA)

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED

City of Sacramento, a municipal corporation (hereinafter referred to as "CITY"), do(es) hereby grant Sacramento Regional County Sanitation District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code Section 4700, (hereinafter referred to as "SRCSD"), all that real property situated in the County of Sacramento, State of California as bounded and described on Exhibits "A" and "B" attached hereto and made part hereof, (hereinafter referred to as "Subject Property"); and subject to the following:

EXPRESS RESERVATION OF RIGHTS BY CITY

EASEMENT FOR SEWER FACILITIES

The CITY reserves and excepts from this grant an easement and perpetual right-of-way for sewer purposes inclusive of ingress and egress, digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining thereon a sanitary sewer or sewers of such dimensions as CITY (it's assignees or successor's in interest), shall deem necessary for sewer purposes, together with all necessary appurtenances, over, under, upon and across, all that real property described on Exhibits "A-1" and "B-1" attached hereto and made a part hereof, together with the perpetual right of ingress to and egress from said Subject Property for the purpose of exercising and performing all of the rights and privileges reserved herein.

Dated this ____ day of _____, 2013

City of Sacramento, a municipal corporation

City Manager

EXHIBIT "A"

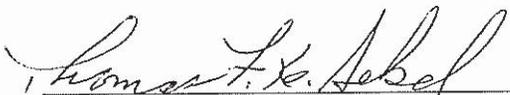
A.P.N. 024-0030-007
 FEE TITLE PARCEL

All that real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

All that portion of Parcel 5, of the parcel map entitled "Portion Of New Helvetia & Projected Section 23 & 26, T8N, R4E, M.D.B.M." recorded in Book 82 of Parcel Maps at Page 3, filed in the Office of the Recorder of said County, more particularly described as follows:

Beginning at the southwest corner of said Parcel 5, said corner also being the southeast corner of Parcel 4 as shown on said Parcel Map;
 Thence along the east line of said Parcel 5, North 13°36'15" East 199.20 feet to an angle point therein;
 thence continuing along said east line, North 15°56'32" East 30.65 feet to the northwest corner of said Parcel 5, said corner also being the northeast corner of said Parcel 4 and the beginning of a non-tangent curve concave to the southwest having a radius of 200.00 feet;
 thence along the north line of said Parcel 5, southeasterly 50.30 feet along the arc of said curve through a central angle of 14°24'33", having a chord bearing South 68°44'00" East 50.17 feet;
 thence continuing along said north line of Parcel 5, South 61°31'44" East 25.23 feet;
 Thence leaving said north line, South 11°58'16" West 84.12 feet;
 Thence South 28°57'07" East 12.60 feet;
 Thence South 76°47'26" East 40.97 feet;
 Thence South 11°40'35" West 123.37 feet to the south line of said Parcel 5;
 Thence, along said south line, North 76°30'56" West 131.39 feet to the point of beginning containing 23,748 square feet more or less.

This description was prepared by me or under my direction pursuant to section 8761.1 of the Professional Land Surveyor's Act.


 Thomas F.X. Sekel, P.L.S. 4897

13 DEC, 2012
 Date



CITY OF SACRAMENTO
APN 024-0030-004 & 005
PARCEL 3, 82 PM 3



R=200.00'
Δ=14°24'33"
L=50.30'
CH=S 68°44'00"E 50.17'

EXIST

20' ACCESS ESMT PER 82 PM

S 61°31'44" E
25.23'

3

N 15°56'32" E
30.65'

S 11°58'16" W
84.12'

SRCS
APN 024-0030-006
PARCEL 4, 82 PM 3

N 13°36'15" E 199.20'

S 28°57'07" E
12.60'

S 76°47'26" E
40.97'

FEE TITLE PARCEL
±23,748 SQ FT

S 11°40'35" W 123.37'

P.O.B.
S.W. COR. PCL. 5 =
S.E. COR. PCL. 4

CITY OF SACRAMENTO
APN 024-0030-007 & 008
PARCEL 5, 82 PM 3

N 76°30'56" W 131.39'



LEGEND:
O=DIMENSION POINT
P.O.B.=POINT OF BEGINNING
A.P.N.=ASSESSOR'S PARCEL NO.

COUNTY OF SACRAMENTO

MUNICIPAL SERVICES AGENCY
DEPARTMENT OF CO. ENGINEERING
DEVELOPMENT AND SURVEYOR
SERVICES, SURVEY SECTION

SCALE: 1"=40'

DECEMBER, 2012

EXHIBIT B

FEE TITLE PARCEL, ±23,748 SQ FT
APN 024-0030-007 & 008
PORTION OF PARCEL 5, 82 PM 3
CITY OF SACRAMENTO
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

INDEX S-368

EXHIBIT "A-1"

A.P.N. 024-0030-007
SEWER EASEMENT RESERVATION

All that real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

All that portion of Parcel 5, of the parcel map entitled "Portion Of New Helvetia & Projected Section 23 & 26, T8N, R4E, M.D.B.M." recorded in Book 82 of Parcel Maps at Page 3, filed in the Office of the Recorder of said County, more particularly described as follows:

EASEMENT #1

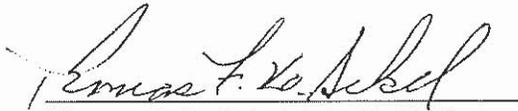
Commencing at the southwest corner of said Parcel 5, said corner also being the southeast corner of Parcel 4 as shown on said Parcel Map;
 thence along the west line of said Parcel 5, North 13°36'15" East 108.58 feet, to the **Point of Beginning**;
 thence from said point of beginning, continuing along said west line, North 13°36'15" East 90.62 feet to and angle point therein;
 thence continuing along said west line, North 15°56'32" East 30.65 feet to the northwest corner of said Parcel 5, said corner also being the northeast corner of said Parcel 4 and the beginning of a non-tangent curve concave to the southwest having a radius of 200.00feet;
 thence along the north line of said Parcel 5, southeasterly 12.49 feet along the arc of said curve through a central angle of 03°34'41", having a chord bearing South 74°08'56" East 12.49 feet;
 thence leaving said north line, South 10°20'09" West 120.13 feet;
 thence North 78°41'10" West 20.59 feet to the point of beginning containing 2,051 square feet more or less.

EASEMENT #2

Commencing at the abovementioned southwest corner of said Parcel 5, said corner also being the southeast corner of Parcel 4 as shown on said Parcel Map;
 thence along the south line of said Parcel 5, South 76°30'56" East 131.39 feet;
 thence leaving said south line, North 11°40'35" East 55.65 feet to, the **Point of Beginning**;
 thence North 74°17'21" West 99.97 feet;
 thence North 12°13'22" East 48.50 feet;
 thence South 77°46'38" East 20.00 feet;

thence South 12°13'22" West 29.68 feet;
thence South 74°17'21" East 79.74 feet;
thence South 11°40'35" West 20.05 feet to the point of beginning containing 2,579 square feet more
or less.

This description was prepared by me or under my direction pursuant to section 8761.1 of the
Professional Land Surveyor's Act.


Thomas F.X. Sekel, P.L.S. 4897

13 DEC. 2012
Date





SRCSD
 APN 024-0030-006
 PARCEL 4, 82 PM 3



CITY OF SACRAMENTO
 APN 024-0030-004 & -005
 PARCEL 3, 82 PM 3

CITY OF SACRAMENTO
 APN 024-0030-007 & 008
 PARCEL 5, 82 PM 3

$R=200.00'$
 $\Delta=03^{\circ}34'41''$
 $L=12.49'$
 $CH=S74^{\circ}08'56''E 12.49'$

$N 15^{\circ}56'32'' E$
 $30.65'$

EXIST 20' ACCESS ESMT PER 82 PM 3

$N 13^{\circ}36'15'' E$ 90.62'
 SEWER EASEMENT #1
 $\pm 2,051$ SQ FT

$S 10^{\circ}20'09'' W$ 120.13'

P.O.B. $N 78^{\circ}41'10'' W$
 $20.59'$

$S 77^{\circ}46'38'' E$
 $20.00'$

$S 12^{\circ}13'22'' W$
 $29.68'$

$N 12^{\circ}13'22'' E$ 48.50'

$S 74^{\circ}17'21'' E$ 79.74'

SEWER EASEMENT #2
 $\pm 2,579$ SQ FT

$S 11^{\circ}44'35'' W$
 $20.05'$

$N 74^{\circ}17'21'' W$ 99.97'

P.O.B.

S.W. COR. PCL. 5 =
 S.E. COR. PCL. 4

P.O.C.

LEGEND:
 O=DIMENSION POINT
 P.O.B.=POINT OF BEGINNING
 A.P.N.=ASSESSOR'S PARCEL NO.
 P.O.C.=POINT OF COMMENCEMENT

$S 76^{\circ}30'56'' E$ 131.39'

$N 11^{\circ}40'35'' E$ 55.65'

COUNTY OF SACRAMENTO

MUNICIPAL SERVICES AGENCY
 DEPARTMENT OF CO. ENGINEERING
 DEVELOPMENT AND SURVEYOR
 SERVICES, SURVEY SECTION

SCALE: 1"=30'

DECEMBER, 2012

EXHIBIT B-1

SEWER EASEMENT RESERVATION, $\pm 4,630$ SQ FT

A.P.N. 024-0030-007 & 008

PORTION OF PARCEL 5, 82 PM 3

CITY OF SACRAMENTO

COUNTY OF SACRAMENTO

STATE OF CALIFORNIA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

<p>STATE OF _____) COUNTY OF _____)</p> <p>On _____ before me, _____, notary public, <small>date name of notary officer</small></p> <p>personally appeared _____, <small>name(s) of signer(s)</small></p> <p>_____</p> <p>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.</p> <p>I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal.</p> <p>_____ Signature of Notary</p>	<p style="text-align: center;">-----OPTIONAL SECTION-----</p> <p>CAPACITY CLAIMED BY SIGNER</p> <p>Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER(S)</p> <p style="text-align: center;">Title(s)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <p>_____ _____</p> <p>SIGNER IS REPRESENTING: Name of Person(s) or entity(ies)</p> <p>_____ _____</p>
--	--

<p>OPTIONAL SECTION:</p> <p>DATA REQUESTED HERE IS NOT REQUIRED BY LAW.</p>	<p>TITLE OR TYPE OF DOCUMENT: _____</p> <p>NUMBER OF PAGES _____ DATE _____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE _____</p>
--	---

CERTIFICATE OF ACCEPTANCE

-Sacramento Regional County Sanitation District-

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Sacramento Regional County Sanitation District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. SD-0109 of the Board of Directors of said District adopted on February 23, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.


 District Engineer

1-7-13

 Date

ATTACHMENT 5
EASEMENT FOR SEWER FROM CITY TO SRCSD

WHEN RECORDED RETURN TO:
REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002

No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922

Okay to Accept
Name/Date: Steve Roth, 1/7/13
Print Name & Dept:
APN: 024-0030-004, -005, -007, -008, -
Project Name & Dept: 010, -012, 024-0161-011
Sump 119 Sewage Pumping
Station (SDA)

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR SEWER

City of Sacramento, a municipal corporation, (hereinafter referred to as "CITY"), do(es) hereby grant to the Sacramento Regional County Sanitation District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, (hereinafter referred to as "SRCSD"), an easement, for sewer purposes, (hereinafter referred to as "Easement"), inclusive of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining thereon a sanitary sewer, of such dimensions as SRCSD shall deem necessary, together with all necessary appurtenances appertaining thereto, including a perpetual right of way over, under, upon and across all that real property, situated in the County of Sacramento, State of California, described as follows:

SEE EXHIBITS "A" and "B"
attached hereto and made a part hereof;

together with the perpetual right of ingress to and egress from said properties, for the purpose of exercising and performing all of the rights and privileges herein granted.

Any use of this Easement area by CITY or assignees or successors in interest, except for use as: (i) lawn or similar groundcover; (ii) areas planted with species whose mature growth does not exceed five (5) feet in height and which are not environmentally protected; or (iii) driveways, sidewalks, bike paths, or surface parking: shall not be allowed except upon approval by, and at the discretion of, SRCSD. Any of said allowable uses shall not be installed in a manner that will impede vehicular access by SRCSD for maintenance or repair purposes. Other than said allowable uses, each use proposed by CITY must be acceptable to SRCSD's District Engineer, and approved in writing, prior to such construction on or use of the Easement area by the CITY. For such approval, the CITY shall contact the Sanitation Districts Agency of the County of Sacramento, or successor. Any use within the Easement area not approved by SRCSD's District Engineer shall not in any way limit SRCSD's rights under this Easement. Even if SRCSD's District Engineer has approved the use within the Easement, SRCSD retains the right to remove all or any part of the approved use to allow SRCSD to use the Easement at any time pursuant to SRCSD's rights granted herein. SRCSD shall not be liable for any cost related to the removal or replacement of said improvements constructed by CITY within the Easement area.

Dated this ____ day of _____, 2013

City of Sacramento,
A municipal corporation

City Manager

EXHIBIT "A"

A.P.N. 024-0030-004,-005,-007,-008,-010,-012
 & A.P.N 024-0161-011
 SEWER EASEMENTS

All that real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

All those portions of Parcels 3 and 5, of the parcel map entitled "Portion Of New Helvetia & Projected Section 23 & 26, T8N, R4E, M.D.B.M." recorded in Book 82 of Parcel Maps at Page 3, and Parcel A of that certain grant deed recorded in Book 850726 of Official Records at Page 1176, and Lot D of the plat of "South Land Park Hills Unit No.2" recorded in Book 36 of Maps at Page 17, all filed in the Office of the Recorder of said County, more particularly described as follows:

EASEMENT #1

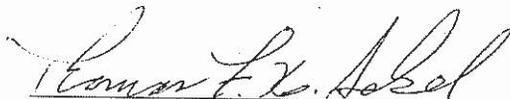
Commencing at the southwest corner of said Parcel 5, said corner also being the southeast corner of Parcel 4 as shown on said Parcel Map;
 Thence along the south line of said Parcel 5, South 76°30'56" East 131.39 feet;
 thence leaving said south line, North 11°40'35" East 68.09 feet to **Point Of Beginning**;
 Thence continuing, North 11°40'35" East 20.19 feet to a point hereinafter referred to as Point "A",
 Thence South 70°25'53" East 86.27 feet;
 thence South 77°51'06" East 380.38 feet to a point the west line of South Land Park Drive as shown on said Parcel Map, said point being on a non-tangent curve concave to the west having a radius of 105.22 feet;
 thence along said west line, southerly 2.07 feet along the arc of said curve through a central angle of 01°07'34", having a chord bearing South 25°28'20" West 2.07 feet to the beginning of a compound curve concave to the west having a radius of 417.47 feet;
 thence continuing along said west line, southerly 18.63 feet along the arc of said curve through a central angle of 02°33'24", having a chord bearing South 27°11'53" West 18.63 feet;
 Thence leaving said west line, North 77°51'06" West 376.37 feet;
 thence North 70°25'53" West 84.80 feet to the point of beginning containing 9,280 square feet more or less.

EASEMENT #2

Commencing at the abovementioned Point "A" and continuing North 11°40'35" East 35.09 feet;

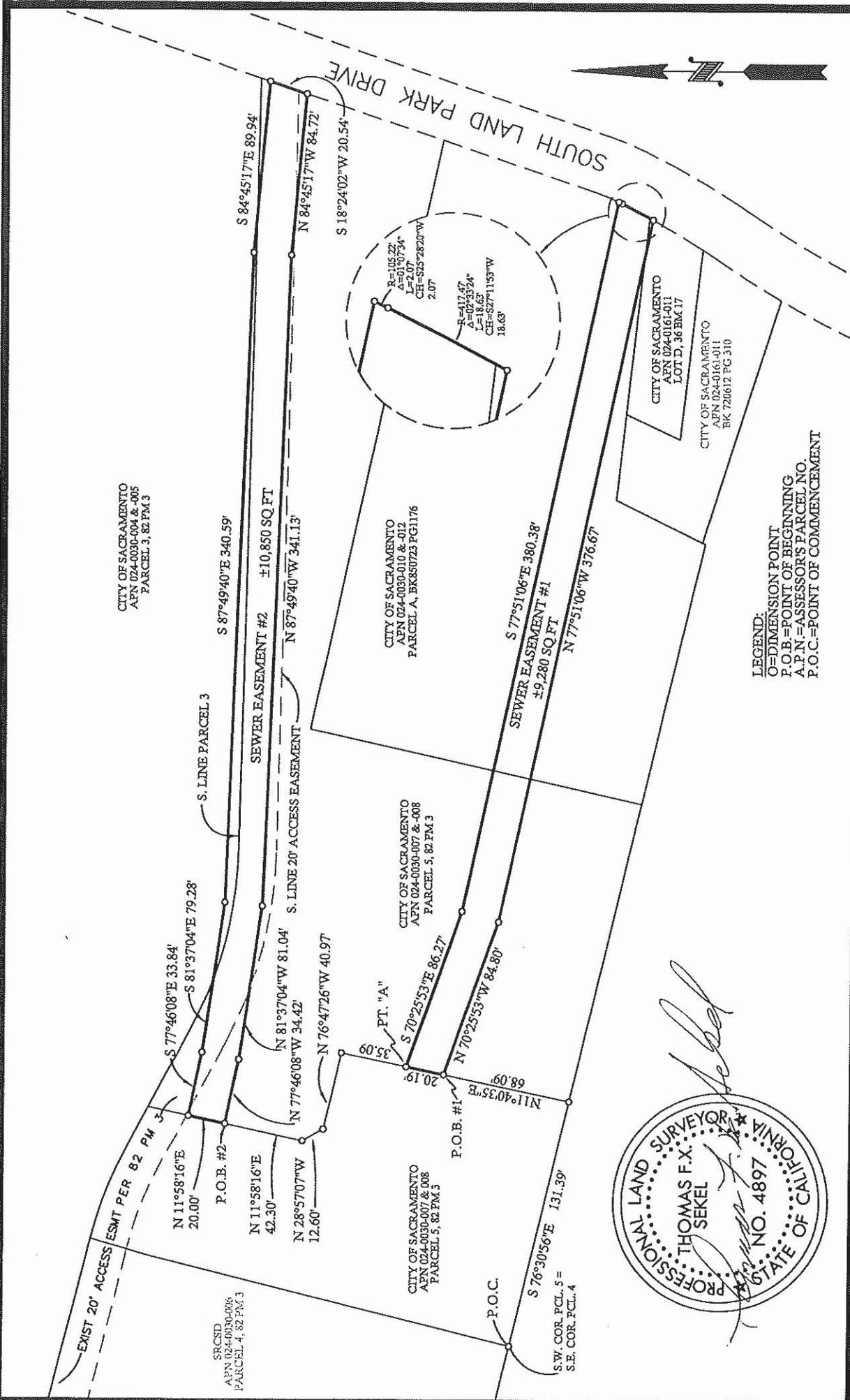
Thence North 76°47'26" West 40.97 feet;
Thence North 28°57'07" West 12.60 feet;
Thence North 11°58'16" East 42.30 feet to the **Point Of Beginning**;
Thence continuing, North 11°58'16" East 20.00 feet;
Thence South 77°46'08" East 33.84 feet;
Thence South 81°37'04" East 79.28 feet;
Thence South 87°49'40" East 340.59 feet;
Thence South 84°45'17" East 89.94 feet to a point on the west line of South Land Park Drive as shown on said Parcel Map;
Thence along said west line, South 18°24'02" West 20.54 feet;
Thence leaving said west line, North 84°45'17" West 84.72 feet;
Thence North 87°49'40" West 341.13 feet;
Thence North 81°37'04" West 81.04 feet;
Thence North 77°46'08" West 34.42 feet to the point of beginning containing 10,850 square feet more or less.

This description was prepared by me or under my direction pursuant to section 8761.1 of the Professional Land Surveyor's Act.


Thomas F.X. Sekel, P.L.S. 4897

13 DEC. 2012
Date





LEGEND:
 O=DIMENSION POINT
 P.O.B.=POINT OF BEGINNING
 A.P.N.=ASSESSOR'S PARCEL NO.
 P.O.C.=POINT OF COMMENCEMENT

EXHIBIT B
 SEWER EASEMENTS, ±20,130 SQ FT
 APN 024-0030-007 & 008, 010, 012
 & APN 024-0161-011
 PORT. PCL. 5, 82 PM 3 & PCL. A, BK 850723 PG1176
 CITY OF SACRAMENTO
 COUNTY OF SACRAMENTO
 STATE OF CALIFORNIA

COUNTY OF SACRAMENTO
 MUNICIPAL SERVICES AGENCY
 DEPT. OF CO. ENGINEERING
 DEVELOPMENT AND SURVEYOR SERVICES
 SURVEY SECTION

SCALE: 1" = 70' DECEMBER, 2012



Thomas F. X. Sekel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____) COUNTY OF _____) On _____ before me, _____, Notary Public <small>date name of notary officer</small> personally appeared _____, <small>name(s) of signer(s)</small> _____ 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 of Notary	<p style="text-align: center;">-----OPTIONAL SECTION-----</p> <p>CAPACITY CLAIMED BY SIGNER</p> <p>Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER(S)</p> <hr/> <p style="text-align: center;">Title(s)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER:</p> <p>_____ _____ _____</p> <p>SIGNER IS REPRESENTING: Name of Person(s) or entity(ies)</p> <p>_____ _____ _____</p>
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OPTIONAL SECTION:

TITLE OR TYPE OF DOCUMENT: _____

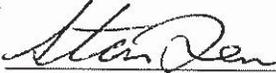
DATA REQUESTED HERE IS NOT REQUIRED BY LAW. NUMBER OF PAGES _____ DATE _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE

-Sacramento Regional County Sanitation District-

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Sacramento Regional County Sanitation District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. SD-0109 of the Board of Directors of said District adopted on February 23, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.



 District Engineer *SR* 1-7-13

 Date
