

Meeting Date: 9/16/2014

Report Type: Consent

Report ID: 2014-00659

Title: Ratify Agreement: Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000)

Location: Interstate 5, one mile south of Pocket Road/Meadowview Road, from Franklin Boulevard west to Freeport Boulevard, Districts 7 and 8

Recommendation: Pass a Motion 1) ratifying Agreement No. 2012-0727 with the Freeport Regional Water Authority (FRWA) for the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000); and 2) authorizing reimbursement to FRWA in an amount up to \$375,000 in FRWA covered under the terms and conditions of Agreement No. 2012-0727.

Contact: Nader Kamal, Special Projects Engineer, (916) 808-7035; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

- 1-Description/Analysis
- 2-Exhibit A (Location Map)
- 3-Agreement 2014-0727

City Attorney Review

Approved as to Form
Gerald Hicks
9/10/2014 2:19:26 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 8/28/2014 4:34:37 PM

Description/Analysis

Issue: The Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000) extends Cosumnes River Boulevard from its westerly terminus at Franklin Boulevard to an at-grade intersection with Freeport Boulevard, and includes the construction of a new interchange at I-5 and a new bridge crossing over Morrison Creek and Union Pacific Railroad (UPRR). It will include 3.5 miles of new roadway consisting of 4 to 6 lanes of traffic, on street bike lanes, 8-foot wide bifurcated sidewalks, street lights, and landscaping.

In addition to reducing traffic congestion along Mack Road, the new road extension will provide access to the Delta Shores development site which consists of 800 acres of retail, commercial, residential and mixed uses. The new extension will also parallel a portion of Regional Transit's new light rail South Line and provide direct access to two adjoining light rail transit stations.

On August 27, 2012, the City of Sacramento approved an Easement and Use Agreement with the Freeport Regional Water Authority (FRWA) (Agreement No. 2012-0727) that allows the City to build a roadway over a portion of the FRWA joint pipeline easement. As part of the agreement, the City agreed to cover all FRWA costs and expenses associated with the project, including FRWA staff support costs during design and construction. Currently, it is estimated that FRWA's expenses will be approximately \$375,000. Ratification of the agreement will allow the City to reimburse FRWA up to actual costs as stipulated in the original agreement.

Policy Considerations: The proposed City Council action is consistent with the City's policy which requires any transaction over \$100,000 to be approved by the City Council.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA): The requested Council action is administrative in nature and is not subject CEQA/NEPA. CEQA/NEPA documentation and approval for the project has previously been completed.

Sustainability Considerations: The project will improve access, provide route continuity, and reduce overall vehicle miles traveled in the south area of Sacramento. The project will construct new sidewalks and bike lanes which will increase the use of alternate modes of commuting. The project will also increase the City's urban forest canopy and create an environment more conducive to pedestrian and bicycle trips, thereby encouraging the use of alternate modes of transportation.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Ratification of Agreement No. 2012-0727 with the Freeport Regional Water Authority (FRWA) is necessary for the construction of the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000). Construction began in March 2013 and is scheduled to be completed by November 2015.

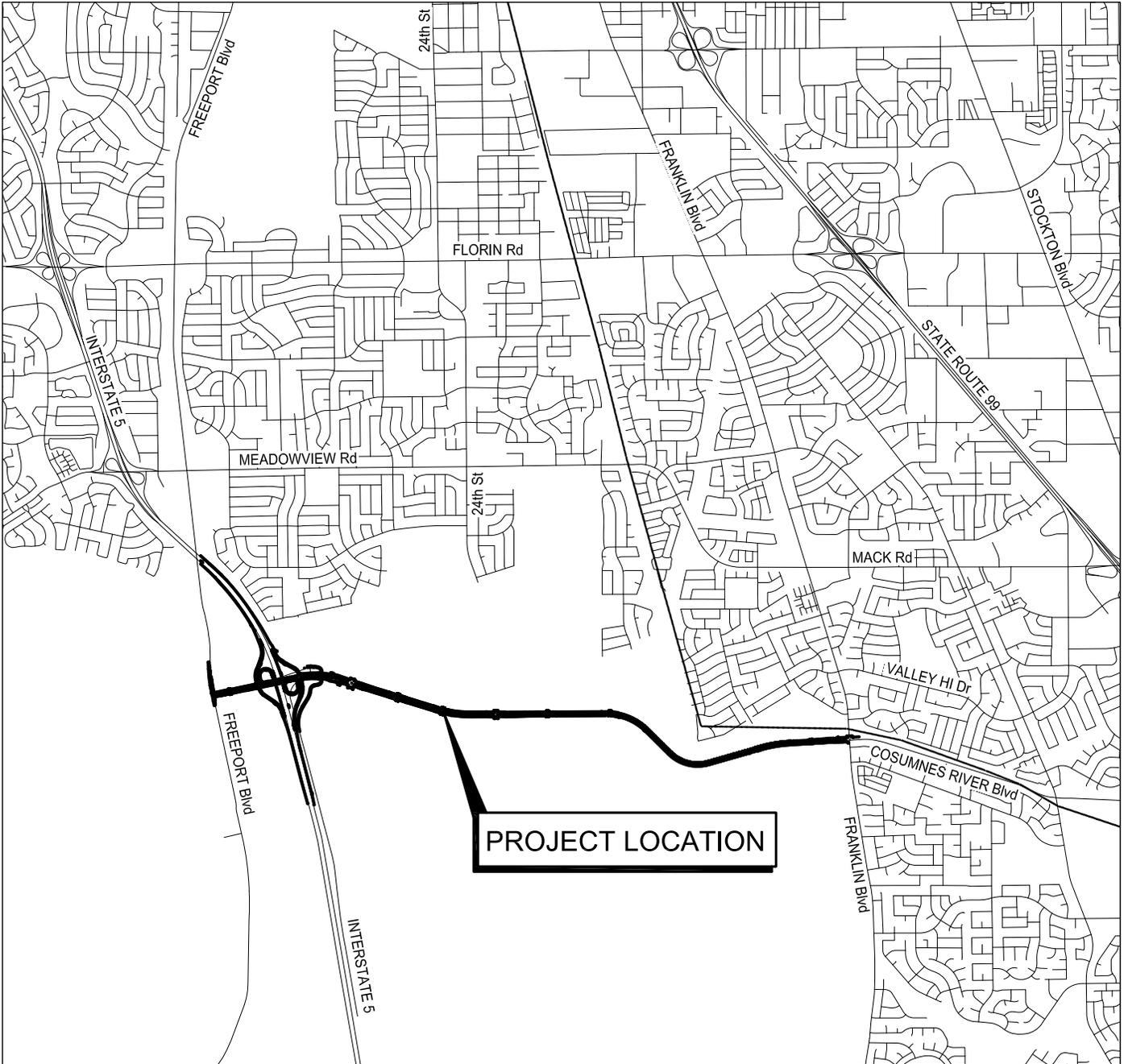
Financial Considerations: The Cosumnes River Boulevard /I-5 Interchange and Extension Project (T15018000) has an approved budget of \$89.5 million consisting of State, federal, developer and local transportation funds. As of August 18, 2014, the unobligated balance is \$4,505,087, which is sufficient to cover reimbursement of up to \$375,000 in FRWA costs covered under Agreement No. 2012-0727.

There are no General Funds planned for or allocated to this project.

Local Business Enterprise (LBE): Not applicable. Federal funding requires compliance with Disadvantaged Business Enterprise.

Disadvantaged Business Enterprise (DBE): The Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000) has federal construction funding and requires conformance with project participation guidelines for Disadvantaged Business Enterprise (DBE) program requirements. The City's Local Business Enterprise (LBE) requirements are, therefore, held in abeyance.

Location map for:
**I-5/COSUMNES RIVER BOULEVARD EXTENSION
AND INTERCHANGE PROJECT**
(PN: T15018000)



City of Sacramento

Tax ID# if applicable: NA

Requires Council Approval: No Yes Meeting:

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Outside Agency \$ Not to Exceed: \$0.00	POType:	Attachment: Original	NO:
Other Party: Freeport Regional Water Authority		Original Doc Number:	
Project Name: Consumnes I-5 Easement use Agreement		Certified Copies of Document:	
		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Seperate	
Project Number: T15018000	Bid Transaction #	E/SBE-DBE-M/WBE:	

Department Information

Department: Public Works Division: Engineering Services
 Project Mgr: Nader Kamal Supervisor: Tim Mar
 Contract Services: Jose Ledesma Date: 08/27/12 Section Manager: Tim Mar
 Phone Number: (916) 808-8195 Division Manager: Nicholas Theocharides
 Comment: Org Number: 15001131

Review and Signature Routing

Department	Signature or Initial	Date
Contract Services:	Jose R. Ledesma	8-27-12
Project Mgr:	NK	8/27/12
Supervisor:	NK	8/27/12
Section Manager:	<i>[Signature]</i>	
Division Manager:	<i>[Signature]</i>	8/27/12
City Attorney	Signature or Initial	Date
City Attorney (MC: 09300):	<i>[Signature]</i>	8/27/2012
<input type="checkbox"/> Send Interoffice Mail	<input checked="" type="checkbox"/> Notify for Pick Up	
Authorization	Signature or Initial	Date
Department Director, Jerry Way Concurrence here and signature inside:	<i>[Signature]</i>	8/27/12
City Manager (MC: 09200):	NA	NA
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
City Clerk (MC: 09200):		

For City Clerk Processing

Finalized:
 Initial: **ORB**
 Date: **9-5-12**

Imaged:
 Initial: **VE**
 Date: **12/5/12**

Received:
 (City Clerk Stamp Here)



Title: Consumnes I-5 Easement Use Agmt
 Other Party: Freeport Regional Water Agency

2012-0727

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF SACRAMENTO
 AUG 30 11:33 2012

RED File No.:

OWNER: Freeport Regional Water Authority
APN: 119-0080-002, 005, 015, 023; 119-0090-001,
005, 013, 014; 119-0010-005, 006, 009, 011,
013, 015, 046, 047, 049, 050; 051; 119-0190-
025; 119-0070-029; 053-0010-048, 049

Project: Cosumnes River Blvd Extension

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
FREEPORT REGIONAL WATER AUTHORITY
827 7th Street, Suite 301
Sacramento, CA 95814

No Fee Document – Per Government Code §6103
No Document Transfer Tax – Per R & T Code § 11922

EASEMENT USE AGREEMENT

This Easement Use Agreement (hereinafter “Agreement”) is dated for reference purposes as of 8/27/2012 and is made by and between **FREEPORT REGIONAL WATER AUTHORITY**, a joint powers authority formed under a Joint Powers Agreement between the Sacramento County Water Agency and the East Bay Municipal Utility District, (“Owner” or “FRWA”), and the City of **SACRAMENTO**, a municipal corporation, (“City”), its assigns, agents, and contractors.

RECITALS

WHEREAS, in 2003, the City, FRWA and the Sacramento Regional Sanitation District initiated efforts to coordinate the location of the future FRWA pipeline within the existing Cosumnes River Boulevard and within a future road right of way for the extension of Cosumnes River Boulevard (“CRB Extension”); and

WHEREAS, in 2005, both the FRWA pipeline project and the City’s CRB Extension project were in the conceptual stage of development; and

WHEREAS, FRWA purchased its intake site from the City for approximately \$725,000 with a further requirement that FRWA to pay a \$2,000,000 mitigation fee to the City to compensate City residents for the perceived inconvenience associated with the FRWA Intake Facility and pipeline construction within City limits.

WHEREAS, the Intake Purchase and Sales Agreement (“P&S Agreement”) that covered FRWA’s purchase of land from City to construct FRWA’s intake structure, required FRWA to construct its pipeline within the future road right of way of the CRB Extension as delineated on the effective date of the P&S Agreement; and

WHEREAS, the right of way alignment identified in the P&S Agreement was the alignment used by FRWA for purposes of designing its pipeline project at the location of the CRB Extension; and

WHEREAS, after FRWA’s completion of its pipeline project planning and design process at the location of the CRB Extension, the City indicated its intention to alter the



2012-0727

Title: Cosumnes I-5 Easement Use Agmt
Other Party: Freeport Regional Water
Agency

alignment of the CRB Extension from the alignment identified in the P&S Agreement and requested that FRWA revise its alignment and design of its pipeline to accommodate the City's proposed change in the alignment of the CRB Extension; and

WHEREAS, in response to the City's request, FRWA offered to modify the alignment and design of its pipeline project to accommodate the City's request if the City agreed at its cost to acquire the additional necessary easements and to reimburse FRWA for the cost of re-designing this portion of its pipeline; and

WHEREAS, the City declined FRWA's offer since it lacked the funding at that time either to proceed with the construction of the CRB Extension or to reimburse FRWA's costs associated with a re-design and realignment of its pipeline project; and

WHEREAS, in light of the City's unwillingness to reimburse FRWA for such costs and the uncertainty as to when the CRB Extension would be constructed and what alignment it would eventually use, FRWA made the decision to move forward with the construction of its pipeline at the location of the CRB Extension based on its alignment as provided for in the P&S Agreement; and

WHEREAS, FRWA expended approximately \$1,700,000 to acquire the easements necessary for construction of its pipeline project at the location of the CRB Extension; and,

WHEREAS, as a condition to issuing FRWA an encroachment permit to allow for the construction of the FRWA pipeline within the existing Cosumnes River Boulevard right-of-way, FRWA was required (i) to reconstruct existing City facilities at a cost of approximately \$5,490,000 and (ii) to construct a temporary by-pass road at a cost of approximately \$1,500,000; and

WHEREAS, the FRWA pipeline project included the construction of a fiber optic cable from its Intake facility to the Vineyard Surface Water Treatment Plant; and

WHEREAS, the fiber optic cable is a critical component for the operation of the Intake facility, the FRWA pipeline and the Vineyard Surface Water Treatment Plant; and

WHEREAS, the City's construction of the CRB Extension may render a portion of FRWA's fiber optic cable unusable thereby requiring its relocation and reconstruction; and

WHEREAS, the fiber optic cable was designed and constructed so as to allow for a maximum of five allowable splices along its seventeen mile length; and

WHEREAS, in order to maintain the current operational integrity of the fiber optic cable, the City has evaluated several alternatives to maintain the integrity of the fiber and one alternative is for the City to construct a new fiber optic cable from the location of an existing splice in the vicinity of 3300 feet east of Franklin Blvd in existing Cosumnes River Blvd. to the Intake facility; and

WHEREAS, the construction of the CRB Extension will increase the cost of maintaining and repairing the FRWA pipeline within the CRB Extension right-of-way; and

WHEREAS, the purpose of this Easement Use Agreement includes, but is not limited to, (i) establishing the City's obligation with respect to the relocation and reconstruction of FRWA's fiber optic cable; (ii) establishing FRWA's right to access its pipeline within the CRB Extension right-of-way for purposes of maintaining and repairing such pipeline; (iii) establishing the obligation of the City to reimburse FRWA for any increased maintenance and repair costs resulting from City's construction and operation of the CRB Extension; and (iv) establishing City's permission to construct, maintain and operate the CRB extension within certain portions of the Easement, as depicted in Exhibit "B" (defined herein below), as a public road

NOW, THEREFORE, in consideration of and for the mutual promises, covenants and conditions contained hereinafter and set forth below, FRWA and the City (collectively referred to as "**the Parties**") agree as follows:

1. **Incorporation of Recitals.** The aforementioned recitals are true and correct and hereby incorporated by this reference.
2. **Project Area.** FRWA is the owner of easements located in the City of Sacramento, and in the County of Sacramento, California, identified as portions of APNs 119-0080-002, 005, 015, 023; 119-0090-001, 005, 013,014; 119-0010-005, 006, 009, 011, 013, 015, 046, 047, 049, 050; 051; 119-0190-025; 119-0070-029; 053-0010-048, 049; and more particularly shown in Exhibit "A" attached hereto and incorporated by reference ("**Property**" or "**Easement Area**"). City desires to construct, maintain and operate an extension of Cosumnes River Boulevard between Franklin Boulevard and Freeport Boulevard. (the "**Project**"); which will overlap and encompass major portions of the Easement Area ("**Easement Project Area**" or "**Easement Use Area**") and is depicted in Exhibit "B" attached hereto and incorporated by reference. FRWA grants City and its authorized agents non-exclusive permission to enter and use the Easement Project Area, for the Project in accordance with the terms of this Agreement. Any permission granted to City pursuant to this Agreement are subordinate to FRWA's existing real property rights in the Easement Area as more specifically set forth herein.
3. **Unreasonable Interference by City; Consent of FRWA.** The parties acknowledge that the City's use of the Easement Project Area for Project-related purposes unreasonably interferes with FRWA's use of its Property and FRWA's real property rights as easement holder. **City requires FRWA's consent before it may proceed with the Project.** FRWA hereby consents to the City's use of the Easement Project Area for "Project-related purposes" only. For purposes of this Agreement, "Project-related purposes" are the right to construct, operate, repair and maintain, a public road right of way for the Project and Project-related appurtenances ("Project Purposes"). FRWA's consent is conditional and based upon City's strict compliance with the provisions of this Agreement. FRWA's consent may be revoked and City's permission to use the Easement Project Area may be terminated as set forth in Section 5 of this Agreement.

4. **Term.** This Agreement shall commence and the permission granted shall go into effect only when this document is fully executed by all parties ("Effective Date"). This Agreement shall terminate upon the expiration, abandonment or vacation of FRWA's easement; or upon FRWA's termination of this Agreement pursuant to Section 5.

5. **Breach and Termination.**

a. City's continued right to use the Easement Project Area for Project Purposes is dependent on, and subject to, City's strict compliance with the terms and conditions of this Agreement. If FRWA determines that City is not in compliance with the terms and conditions of this Agreement, FRWA shall provide City with written notice of the non-compliance, what action is required for City to cure the non-compliance, and the time that is being provided to the City to cure the non-compliance. FRWA shall provide City with a reasonable period of time to cure the non-compliance based on the particular relevant circumstances.

b. If City fails to cure the non-compliance within a reasonable time prescribed by FRWA, FRWA's Program Manager may provide notice of termination of the Agreement which termination shall be effective upon receipt by City. City's continued use of the Easement Project Area for Project Purposes after termination of the Agreement and without compensation to FRWA shall constitute an impermissible use and taking of FRWA real property rights in the Easement Project Area that continue until such time as City files an eminent domain action to condemn FRWA's existing real property rights and obtains an order of possession authorizing City to use the Easement Project Area for Project Purposes.

The provisions of this Paragraph 5.b. shall survive the termination of this Agreement.

6. **Construction of the Project; Use of the Easement Project Area by the City.** FRWA shall have the right to review all City plans and specifications for the Project and other proposed uses of the Easement Project Area. Further, FRWA must approve any plans and specifications affecting or impacting FRWA facilities (in the sole determination of the General Manager) prior to the commencement of construction within the Easement Project Area.. Said approval must be in writing. FRWA shall, when practicable, provide review comments within the following time periods: two (2) weeks to review encroachment permits, twenty (20) business days to review initial plan submittals, and ten (10) business days to review plan re-submittals. FRWA shall have additional review time for large or complex encroachment permits and plans.

a. In addition, the City shall take the following actions as to existing and subsequently built FRWA facilities:

(1) **Cathodic Protection System.** A pre and post -construction inspection and report shall be performed by a cathodic protection engineering firm approved by FRWA at the sole cost and expense of the City. City shall then prepare a cathodic protection system plan for FRWA's review and approval. All cathodic protection,

relocation or replacement work shall be performed by a cathodic protection contractor approved by FRWA in a manner consistent with the approved cathodic protection system plan. The obligations and duties stated here shall also apply to any and all repairs, relocations, and replacements of FRWA's cathodic protection facilities.

(2) **Minimal Disruption or Interference by City.** At all times, City shall take those steps necessary in order to limit Project-related impacts and Project Area-related use impacts to FRWA; including but not limited to, the disruption of service to FRWA customers or any interference with FRWA operations ("adverse impacts to FRWA"). City will coordinate with FRWA in advance of any activities involving adverse impacts to FRWA resulting from the City's Project, the City's use of the Easement Project Area or in the exercise of rights granted under the Agreement. After such coordination, City shall submit a written plan for any such activities and may not undertake such activities until the plan has been approved by FRWA. Any activities involving adverse impacts to FRWA shall be conducted in compliance with the FRWA-approved plan.

(3) **Fiber Optic Facility.** The parties acknowledge that FRWA's fiber optic ("FO") facility is crucial for operating the FRWA Intake facility ("Intake"). Interruption of the FO facility for even short periods of time will create a significant financial and logistical hardship for FRWA. Based on these considerations, the City shall at its sole cost and expense comply with all of the requirements detailed below for all FO work within (and outside of) the Easement Use Area and, for FO work required due for the construction and initial operation of the Project, before the City may open the road for public access:

(i) **The City shall design, construct, test and commission a radio of microwave communication/control system that can fully replace functionality of the current fiber optic facilities (FOF) acceptable to FRWA. If the back-up system cannot provide the necessary FOF replacement, in the sole discretion of the Program Manager, then the City shall comply with the requirements described under Paragraph 6 a. (3)(iii) (sometimes referred to as "Option No. 4").**

(ii) The City shall design , construct, test and commission a replacement duct bank and FO cable system ("Replacement FO System") acceptable to FRWA within the Cosumnes River Boulevard roadway project limits acceptable to FRWA (as depicted in Exhibit "C").

(iii) **(If applicable) "Option No. 4".** The City shall design, construct, test and commission a replacement duct bank and FO cable system ("Replacement FO System") acceptable to FRWA between the existing FO cable splice box located in Cosumnes River Blvd approximately 3,300 feet east of Franklin Blvd (as depicted on Exhibit "D") to the existing FO cable splice box located west of Interstate 5 and within FRWA's intake structure property.

(iv) The City shall hire an experienced fiber optic contractor with the following qualifications ("Qualified FO Contractor"):

- A. Licensed California contractor with offices located within 150 miles of project.
- B. A minimum of 10 fiber optic job references specific to construction of new fiber optic systems.
- C. Experience in repairing fiber optic cable.
- D. Experience in placing and testing conduit/inner ducts and FO cables.
- E. Any other reasonable qualifications required by FRWA's General Manager

(v.) The Qualified FO Contractor shall:

- A. Participate in the design of the fiber optic network system including conduit, inner-duct, pull box and manhole structure.
- B. Purchase fiber optic cable.
- C. Perform emergency repairs of the existing fiber optic system if needed during the roadway construction phase. Damaged FO cable shall be repaired within 20 working days.
- D. Install all of the fiber optic infrastructure facilities (pull boxes, conduit, inner ducts, locating wire stations, and grounding elements).
- E. Install the fiber optic cable and fusion butt splice connections; and conduct end to end testing.
- F. Any other reasonable FO work in the determination of FRWA's General Manager.

(vi). Conditional Consent to Use Existing FRWA FOF.

A. FRWA consents to the City's use of existing FRWA FO conduit facilities between the following FO reaches (as depicted in Exhibit "C"):

- a. From FRWA intake structure splice box location to east of I-5 (northwestern edge of roadway project limits)
- b. Morrison Creek/UPRR under crossing reach (outside roadway project limits)
- c. Franklin Boulevard to splice box location 3000 feet east of Franklin Boulevard

B. Conditions for use of existing FRWA FOF:

FRWA makes no guarantees as to the suitability of the FOF outside of the CRBE project area. It is possible that the City may have to install new conduits and inner ducts outside of its CRBE project area in the locations described above (as depicted in Exhibit "D").

The City will need to assess the condition of FRWA's FOF for suitability prior to its use for reconstructing FRWA's FOF and coordinate with FRWA for FRWA's approval prior to reconstructing FRWA's FOF.

FRWA requires the same number of viable spare inner ducts through its existing facilities after the City has completed the reconstruction of FRWA's FOF. The City must propose a method of removing the existing cable from the FOF outside of its CRBE project area that will not damage the existing facility and a method of evaluating the FOF after removing the existing cable acceptable to FRWA.

(vi) FRWA consents to the City accessing the FO facilities located outside the Easement Project Area for purposes of designing and constructing the Replacement FO System. City shall provide advanced notice to FRWA per Paragraph 6. Project Coordination.

(vii) City shall insure that the existing FRWA FO communications are not interrupted or disturbed until the Replacement FO System is accepted by FRWA as fully operational, or, in the alternative, an equivalent facility approved at the sole discretion of the Director is fully operational. The City shall propose a method of abandoning the existing FO system in place acceptable to FRWA.

(viii) The Project may require the relocation of FO facilities from the Easement Project Area to outside the Property. City shall acquire equivalent real property rights on behalf of FRWA for any portion of the Replacement FO System required to be located outside the Property and the Easement Project Area ("New Easement"). The location and dimensions of the New Easement are subject to the approval of FRWA. The New Easement shall not be encumbered by a public utility easement or subject to such an encumbrance in the future. The grant of New Easement must be in a form acceptable to FRWA. The New Easement shall be subject to the terms of this Agreement.

(ix) City shall design and construct Replacement FO System that is equivalent to FRWA's existing FO system in terms of design, material, capacity and warranties as determined by FRWA in the exercise of its reasonable discretion. The plans and specifications for the Replacement FO System shall be submitted to FRWA for its review and written approval before City is authorized to begin construction of the Replacement FO System. City shall construct the Replacement FO System consistent with the approved plans and specifications or any revisions approved in writing by FRWA.

(x) City's obligation to construct the Replacement FO System shall not be satisfied until such time as the Replacement FO System has been tested and accepted by FRWA.

(xi) The City shall complete the following items within an eight week time period:

- A. Coordinate with FRWA for FO system shutdown; disconnect old system and remove existing cable from FO reaches above (within six weeks).
- B. Install new FO cable between splice points with 60+ feet of slack within each pull box using the newly proposed installation method of using air to move and install FO cable through inner ducts.
- C. Tie in FO system and test to ensure installed FO cable meets or exceeds FRWA FO technical requirements.
- D. Demonstrate that no harm has been done through City's reuse of existing FRWA FO conduit facilities.

(4) **Other FRWA Facilities.** City shall design and construct relocations, replacements and adjustments of FRWA facilities within the Project area to conform to the Project elevations, alignments and post-construction access conditions, in accordance with FRWA standards. The parties acknowledge that the Project will require the relocation of other, non-FO FRWA facilities from the Easement Project Area to outside the Property. The City shall be responsible for acquiring equivalent real property rights on behalf of FRWA (also "New Easement"). The location and dimensions of the New Easement are subject to the approval of FRWA. The New Easement shall not be encumbered by a public utility easement or subject to such an encumbrance in the future. The grant of New Easement must be in a form acceptable to FRWA. The New Easement shall be subject to the terms of this Agreement.

(5) **Access.**

- i. **Access by FRWA.** City shall insure that FRWA has access to its Property and its facilities during construction of the Project, Project-related use and operations, and use by City of the Easement Project Area. Such access shall be equal to or better than FRWA access that existed prior to City's Project; and at no additional cost to FRWA. FRWA will provide the City with written notice two (2) business days in advance when practicable or other reasonable notice in the sole determination of FRWA. FRWA shall not be subject to standard industry or customary moratoriums (i.e. holidays, new pavement cutting).
- ii. **Access by City.** Access by the City or its contractors within the Easement Use Area shall be in accordance with the terms and conditions defined in Exhibit "E", attached hereto and incorporated by this reference.

(6) **Project Coordination.** City shall designate a City employee that shall be the point of contact responsible for coordinating all activities that are subject to the terms of this Agreement with FRWA and shall promptly provide FRWA with this individual's, or its successor's, contact information.

- (7) **Utility Placement Within to the Easement Project Area.** The City shall include FRWA in the franchise agreement, encroachment permit or development approval process. City will insure that FRWA is given sufficient time to review any proposed utility placement plans and provide feedback. In addition, City shall secure FRWA's written approval prior to the construction or placement of said utilities. FRWA's approval shall not be unreasonably withheld.
- (8) **Landscaping, Other City Facilities Within the Easement Project Area.** City shall insure that FRWA is given sufficient time to review any plans for landscaping or for placement of other City facilities within the Easement Project Area and provide feedback. City shall secure FRWA's written approval prior to the construction or placement of said landscaping or other City Facilities. FRWA's approval shall not be unreasonably withheld.
- (9) **Warranty.** City shall provide a warranty to the reasonable satisfaction to FRWA, in the sole discretion of the Program Manager, for all FRWA-related facility construction.

7. Expenses.

a. **Easement Project Area.** – Use of the Easement Project Area by City shall be at no cost to FRWA. City shall bear any and all costs and expenses associated with the Project, the Agreement, the use of the Easement Project Area by City, the relocation or modification of FRWA facilities due to the Project and/or use by City of the Easement Project Area; including but not limited to, those additional costs (including staff, expert and administrative costs) incurred by FRWA in the drafting of the Agreement, those additional costs incurred by FRWA (including staff, expert, construction inspection and administrative costs) as a result of the construction or placement of City facilities, or facilities of another public agency or utility installed under a City encroachment or approval, within (or outside of the) the Easement Project Area. Said additional costs shall include; but not be limited to, FRWA's actual costs for: (i) removal and restoration of City road, utility, and landscape improvements; (ii) removal and restoration of non-City utilities and improvements; (iii) raising or adjusting FRWA appurtenances to conform to overlays, road construction, utility construction, and landscape construction; (iv) repair of damage to FRWA facilities caused by traffic or persons utilizing the City road; (v) traffic control; (vi) City trench cut fees; and (vii) City inspection fees or any other City or non-City fees. After final acceptance, City shall not be responsible for acts of vandalism of FRWA facilities.

b. **FRWA's Incremental Additional Costs.** In addition to the costs identified in Section 7 hereof, City shall be responsible for FRWA's incremental additional costs associated with the exercise of FRWA's easement rights within the Property and Project Easement Area resulting from the City's Project; including, but not limited to: (i) costs associated with performing work at night or within restricted days or hours; (ii) costs associated with deeper excavations and backfilling operations; and (iii) costs associated with Project-related shortened use life of FRWA facilities and the associated increased frequency of repairs, and (iv) the costs associated with FRWA's routine operation and maintenance activities. Incremental additional costs shall be defined as those increased costs incurred by FRWA and associated with the location of the Project Area and City's use of the Easement Project Area when compared to the cost to perform the same activity without the Project's location and the City's use of the Easement Project Area.

c. City shall reimburse FRWA within 45 days of being provided with an invoice for FRWA's expenses.

d. Should a dispute arise as to the value of the actual costs incurred by FRWA due to the Project and the City's use of the Easement Project Area by City, the parties agree to submit to binding final offer arbitration. The cost of binding final offer arbitration shall be shared equally between the parties.

8. **As-Built Documentation.** The City shall provide FRWA with as-built AutoCAD drawing files for: (i) all facilities built within the Easement Project Area (inclusive of City and non-City facilities), (ii) those facilities constructed by City for FRWA within the New Easement, and (iii) any facilities required by this Agreement.

9. **Damage** – City shall be responsible for any personal injury or property damage caused by its acts or omissions.

No work performed by City shall cause any unreasonable interference with the constant, continuous and uninterrupted use of the Property by FRWA, its officers, agents, contractors, lessees, licensees or others. City shall undertake all activities hereunder so as to minimize any damage or destruction of the pipelines, facilities, equipment, or other property or appurtenances of FRWA. City agrees to promptly reimburse FRWA for any such damage or destruction, or upon mutual agreement to replace or restore said pipelines, facilities, equipment, or other property or appurtenances to FRWA's satisfaction.

The provisions of this Paragraph 9 shall survive the expiration or termination of this Agreement.

10. **Environmental Fines and Penalties** – Notwithstanding the foregoing, City shall assume responsibility for and payment of any fines or penalties levied on either FRWA or City by any applicable local, state or federal authority (hereinafter "Authority") for breaches by City of the Authority's environmental regulations. City agrees to be solely liable for the payment of all fines and penalties resulting from City's breach of the Authority's environmental regulations, except and in proportion to the extent caused by the negligence or willful misconduct of FRWA.

In addition, City understands and acknowledges that, during the course of the activities allowed by the Agreement, the environmental regulations implemented or imposed by the Authority on FRWA and City may change and City specifically agrees to comply with any future applicable environmental regulations implemented or imposed by the Authority on FRWA or City resulting from City's activities under this Agreement.

The provisions of this Paragraph 10 shall survive the expiration or termination of this Agreement.

11. Indemnification – CITY shall defend, indemnify and hold harmless FRWA, its governing Board, officers, directors, agents, employees, contractors, subcontractors, guests, invitees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CITY, its officers, directors, agents, employees, contractors, subcontractors, guests, invitees, and volunteers.

FRWA shall defend, indemnify, and hold harmless CITY, its officers, directors, agents, employees, contractors, subcontractors, guests, invitees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of FRWA, its governing Board, officers, directors, agents, employees, contractors, subcontractors, guests, invitees, and volunteers.

It is the intention of CITY and FRWA that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, contractors, subcontractors, guests, invitees, and volunteers. It is also the intention of CITY and FRWA that, where 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, subcontractors, guests, invitees, and volunteers.

The provisions of this Paragraph 11 shall survive the expiration or termination of this Agreement.

12. Insurance – Each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Permit, and obtain, keep in force and maintain, insurance or equivalent program of self-insurance, for property, professional liability, general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.

City shall provide FRWA with proof of insurance or self-insurance upon request by FRWA.

13. Compliance with Laws – In the prosecution of the work covered by this Agreement, City shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. In addition, City shall comply with all applicable local, state and federal occupational safety and health acts and regulations. If any failure by City to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against FRWA, City shall reimburse and indemnify FRWA for any such fine, penalty, cost or charge, including without limitation attorney's fees, court costs and expenses (excepting environmental fines and penalties which shall be handled in accordance with Paragraph 8 above). City further agrees in the event of any such action, upon notice thereof being provided by FRWA, to defend such action free of cost, charge or expense to FRWA.

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

14. Endangered Species – City shall at all times and in all respects comply with all environmental laws and any amendments thereto affecting City's use of and operation on the Premises, including all federal, state and local laws, ordinances and regulations relating to endangered, threatened and other sensitive species. Without limiting the generality of the foregoing, reference is made to the provisions set forth in the California Endangered Species Act (California Fish and Game Code Section 2050, et seq.); the Federal Endangered Species Act (16 U.S.C. Sections 1531 – 1543); and the Federal Migratory Bird Treaty Act (16 U.S.C. Sections 703-712).

City shall, at all times, engage in appropriate avoidance and minimization measures to prevent the unlawful take, possession or destruction of any protected species. This includes birds-of-prey, and the take, possession or destruction of the eggs and nests of any such bird. Furthermore, elderberry shrubs or trees are known to exist in the Premises vicinity. Elderberry shrubs are host plants for the Valley Elderberry Longhorn Beetle (VELB), currently listed as Threatened under the federal Endangered Species Act. Therefore, and until the VELB is removed from the list as being Threatened (or no longer requiring protection), no elderberry shrub or tree shall be disturbed without an appropriate permit from the United States Fish and Wildlife Service.

15. Cultural Resources – Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains be encountered during any of City's activities, then work shall be immediately suspended and the Department of Environmental Review and Assessment (hereinafter "DERA") shall be immediately notified at (916) 874-7914. At that time, DERA will coordinate any necessary investigation with the appropriate specialists as needed. City shall be required to implement any mitigation deemed necessary for the protection of the cultural resources. In addition, pursuant to Section 5097.97 of the State Public Resources Code and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of human remains, all work is to stop and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains

16. Maintenance – City shall care for the Easement Project Area, including the approaches thereto and all appurtenances of the Easement Project Area, including but not limited to, any fences, gates, wells, ditches, roadways, and levees with its associated flood control features, and maintain them in the same condition as received at the commencement of the Project, normal wear and tear excepted. City shall be responsible for weed abatement.

17. Notices - Any notice required to be given hereunder, or which either may wish to give, shall be in writing and shall be personally delivered or sent by certified mail or registered mail, postage paid, addressed as follows:

Or to such other place as either party may designate by written notice:

FRWA

Freeport Regional Water Authority
Attn: Operations and Maintenance Support
10151 Florin Road
Sacramento, CA 95829
PH: 916-874-4682

Freeport Regional Water Authority
Attn: General Manager
827 7th Street, RM 301
Sacramento, CA 95814
PH: 916- 874-6851

Construction Contact Person:
Vicki Butler
PH: 916-875-3544
butlervi@saccounty.net

CITY

City of Sacramento
Attn: Director of Public Works
915 I Street, Room 2000
Sacramento, CA 95814-2604
PH: 916-808-7035
Fax: 916-808-7903
e-mail: nkamal@cityofsacramento.org

Construction Contact Person:
Nader Kamal
Special Projects Engineer
PH: 916-808-7035
nkamal@cityofsacramento.org

18. Amendments – Modifications or amendments to the terms of this Agreement shall be in writing and executed by both Parties.

19. Successors and Assigns – This Agreement shall bind the successors and assigns of FRWA and City in the same manner as if they were expressly named. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

20. Interpretation and Enforcement – Interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.

21. Entire Agreement – This Agreement constituted the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof.

22. Agreement 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.

23. Not an Interest in Real Property -- City acknowledges that this Agreement does not convey any interest in real property, now or in the future, other than that specifically conveyed in this Easement Use Agreement and subject to the terms and conditions set forth in this Easement Use Agreement.

(Remainder of Page Left Intentionally Blank)

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

FRWA

Date: 8/27/12

By: Eileen M. White
Eileen M. White
General Manager

REVIEWED AND APPROVED:

By: Stephanie G. Percival
Stephanie G. Percival
Deputy County Counsel
County for FRWA

City

Date: 8/27/12

By: Jerry Way

Jerry Way
Director of Public Works

APPROVED AS TO LEGAL FORM AND
SUFFICIENCY:

By: [Signature]

Attest on:

9-5-12 (date)

Dawn Bullwinkel
Dawn Bullwinkel, Assistant City Clerk

EXHIBIT "A"
[Inclusive of A-1 through A-3]

WHEN RECORDED RETURN TO:

Freeport Regional Water Authority Office
2710 S. Gateway Oaks Dr, #320
Sacramento, CA 95833

NO FEE DOCUMENT

Per Government Code 27373 + 6123

APN: 119-0070-029, 119-0080-002, 005, 023, &
119-0090-014

Project: Freeport Regional Water Authority

R&T 11922; Government agency acquiring title



Sacramento County Recorder
Craig A. Kramer, Clerk/Recorder
BOOK 20100308 PAGE 1074

Check Number 540
Monday, MAR 08, 2010 12:51:23 PM
Ttl Pd \$0.00 Nbr-0006257254

MAL/64/1-30

THIS SPACE FOR RECORDER'S USE ONLY

GRANT OF EASEMENT

For valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, 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 called the "Grantor," does hereby grant to the FREEPORT REGIONAL WATER AUTHORITY, a joint powers authority formed under a Joint Powers Agreement between Sacramento County Water Agency and East Bay Municipal Utility District, hereinafter referred to as "FRWA," its successors and assigns a perpetual easement for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, as FRWA may see fit, a pipe or pipelines for the transmission and distribution of water and all necessary braces, connections, fastenings and other appliances and fixtures including underground telemetry and electrical cables for use in connection therewith or appurtenant thereto, in, under, along and across that certain real property, (hereinafter Easement), described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

TOGETHER with the perpetual right of ingress to and egress from said Easement

THIS CONVEYANCE IS MADE, DELIVERED AND ACCEPTED SUBJECT TO THE OPERATIONS AND JOINT USE AGREEMENT BETWEEN THE FREEPORT REGIONAL WATER AUTHORITY AND THE SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SET FORTH ON EXHIBIT "C", ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Upon the completion of any work done by FRWA within the Easement, FRWA shall restore Easement area to the reasonable satisfaction of the District Engineer. FRWA agrees to coordinate its construction activities in a way that minimizes interference with SRCSD's operations on SRCSD's real property outside the Easement.

TO HAVE AND TO HOLD, all and singular, the rights above described unto the FRWA and the FRWA's successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this 21st day of January, 2010

Sacramento Regional County Sanitation District

Douglas Bell, Chief, Real Estate Division

Under delegated authority by:

Resolution No.: 312-1520

Dated: Jan. 13, 2010

EXHIBIT A-1

Sale Log No. C-1027

Exhibit A Page 1 of 2

In APN 119-0070-029, 119-0080-002, -005, -023, 119-0090-014

All that portion of land in Sections 17 and 18, Township 7 North, Range 5 East, Mount Diablo Base and Meridian:

- 1) described in the Final Order and Decree of Condemnation recorded January 27, 1976, in Book 760128, Page 50, Official Records of Sacramento County, or
- 2) described in the Grant Deed to the Sacramento Regional County Sanitation District, recorded December 31, 1974, in Book 741231, Page 1589, Official Records of Sacramento County, or
- 3) described as Parcel No. 1 and Parcel No. 2 in the Grant Deed to the Sacramento Regional County Sanitation District, recorded February 20, 1975, in Book 750220, page 230, Official Records of Sacramento County,

more particularly described as follows:

A 40.00 feet wide strip of land lying 20.00 feet, as measured at right angles, on each side of the following described centerline:

COMMENCING at the found 2" Brass Disc stamped "Sacramento County" marking the intersection of the New Centerline of Franklin Boulevard and the Centerline of Cosumnes River Boulevard as said intersection is shown on the "Plat of Southport Village" filed May 31, 1990 in Book 205 of Maps, Map No. 9, Sacramento County Records; thence along said centerline of Cosumnes River Boulevard, South 86°16'15" West 21.42 feet to the West line of Erhardt Acres, as shown on said Plat; thence along said West line, South 03°53'49" East 40.14 feet; thence leaving last said line, South 85°54'11" West 57.12 feet to the West line of the land described in the Easement for Public Road and Public Utilities to the City of Sacramento, recorded July 22, 1987, in Book 870722, Page 1600, Official Records of Sacramento County and the **Point of Beginning**; thence leaving last said line and continuing, South 85°54'11" West 81.82 feet; thence South 86°25'30" West 183.62 feet; thence North 89°33'57" West 107.26 feet; thence South 86°25'28" West 40.00 feet; thence South 82°24'54" West 107.26 feet; thence South 86°25'28" West 944.70 feet to the beginning of a curve concave to the south, having a radius of 3,456.68 feet and a chord bearing South 80°14'00" West 745.57 feet; thence southwesterly through a central angle of 12°22'56", 747.02 feet along said curve; thence South 74°02'32" West 334.56 feet; thence South 25°34'54" West

Exhibit A Page 2 of 2

96.55 feet; thence South 69°06'50" West 1,268.14 feet; thence North 64°44'59" West 1,112.69 feet; thence North 34°05'13" West 435.16 feet; thence North 07°01'16" West 40.00 feet to the beginning of a curve concave to the southwest, having a radius of 560.25 feet and a chord bearing North 31°20'37" West 380.37 feet; thence northwesterly through a central angle of 39°41'20", 388.09 feet along said curve; thence North 51°11'17" West 384.68 feet; thence North 68°01'25" West 40.00 feet to the beginning of a curve concave to the southwest, having a radius of 1,526.99 feet and a chord bearing North 72°31'14" West 273.04 feet; thence northwesterly through a central angle of 10°15'31", 273.40 feet along said curve to the **Point of Termination** on the North line of the land described as Parcel No. 1 in the Grant Deed to the Sacramento Regional County Sanitation District, recorded February 20, 1975, in Book 750220, Page 230, Official Records of Sacramento County from which the Northwest corner of said Parcel No. 1 marked by the found 1 1/8" Open Iron Pipe shown on the Record of Survey recorded November 21, 2005 in Book 69 of Surveys, at Page 14, Sacramento County Records, point bears North 89°40'35" East 3,094.00 feet along the North line of said Parcel No. 1 from the Northwest corner of said Parcel No. 1.

The sidelines of said strip shall be lengthened or shortened to extend from the West line of said deed recorded on July 22, 1987 to the North line of said Parcel No. 1.

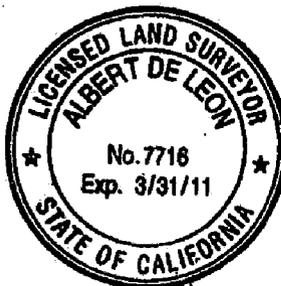
Excepting therefrom all that land described in the deed to Western Pacific Railroad Co., recorded September 7, 1906, In Book 241 of Deeds, at Page 299.

Containing an area of 5.8758 acres, more or less.

The bearings and distances used in the above description are based upon the California Coordinate System of 1983, Zone 2. Divide the above distances by 0.99997 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company Inc., by me, or under my direction, in conformance with the Professional Land Surveyor's Act.


Albert De Leon CS 7716

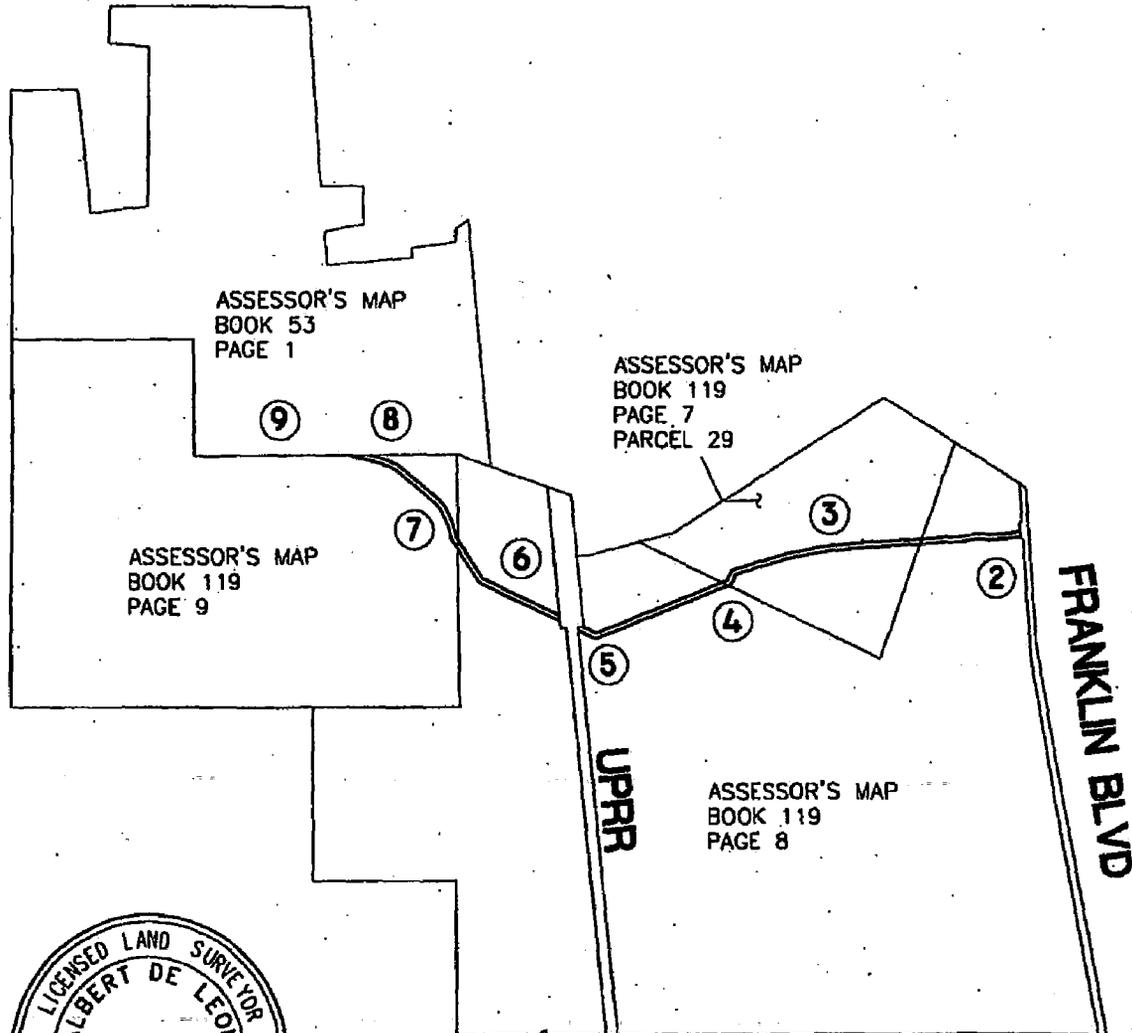


January 26, 2010

This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 1 OF 9

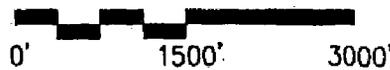
② = SHEET REFERENCE



Albert De Leon
 January 26, 2010.



Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



mt Mark Thomas & Company Inc.
 Scale 1"=1500'
 Date: 26 Jan 2010
 Drawn By RPM
 Checked By DeLeon

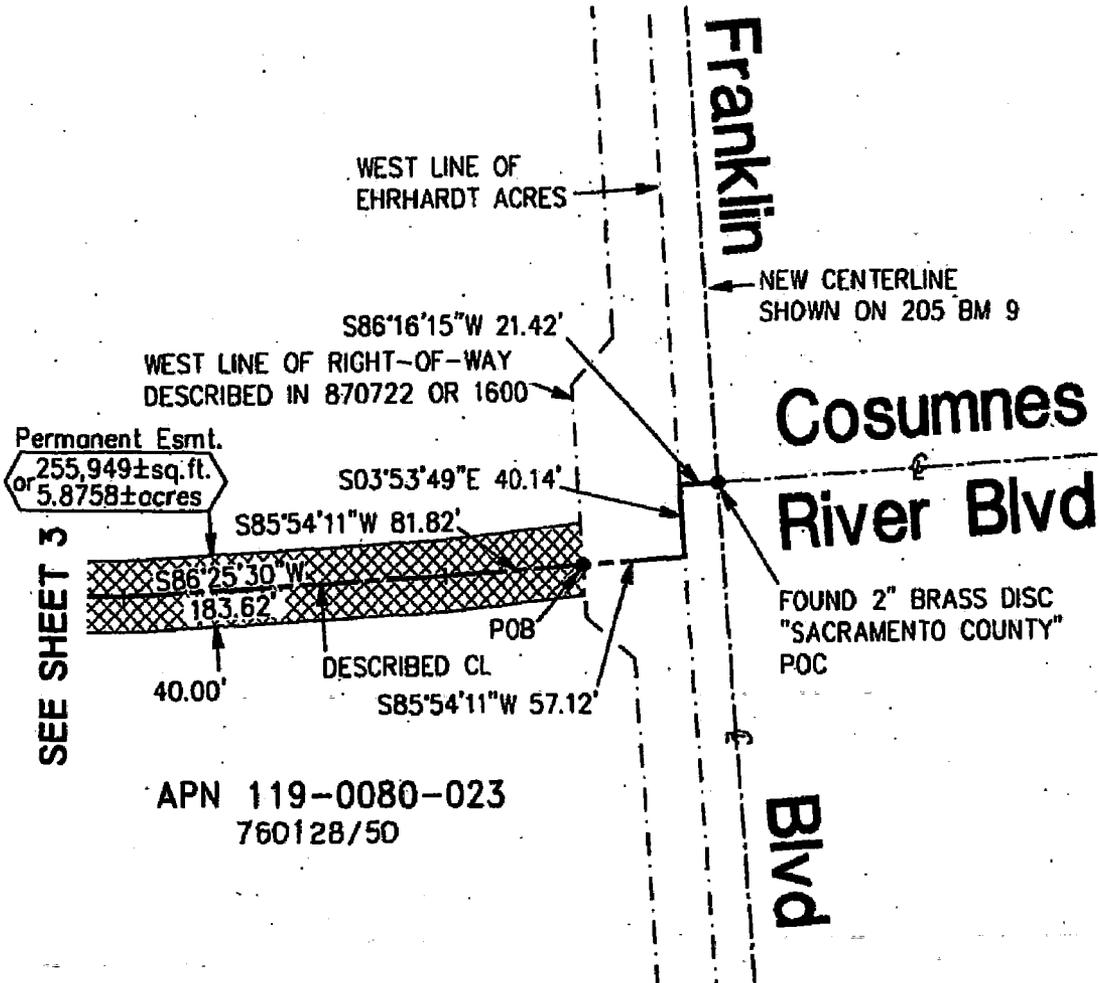
EXHIBIT B to Accompany Legal Description
IN THE COUNTY OF SACRAMENTO CALIFORNIA

Permanent Easement in or near
 119-0070-029, 119-0090-014
 119-0080-002, 005, 023



This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 2 OF 9



SEE SHEET 5

APN 119-0080-023
760128/50

- BM = Book of Maps
- CL = Centerline
- OR = Official Record
- POB = Point of Beginning
- POC = Point of Commencement

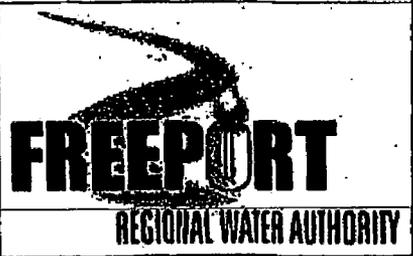
Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



mt Mark Thomas & Company Inc.
Scale 1"=100'
Date: 26 Jan 2010
Drawn By RPM
Checked By DeLeon

EXHIBIT B to Accompany Legal Description
**IN THE COUNTY OF SACRAMENTO
CALIFORNIA**

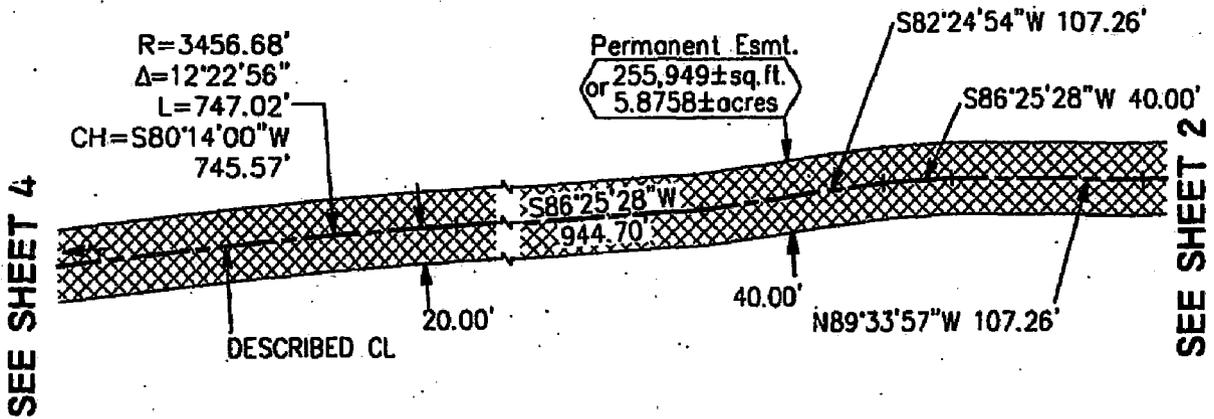
Permanent Easement in or near
**119-0070-029, 119-0090-014
119-0080-002, 005, 023**



This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 3 OF 9

APN 119-0070-029
760128/50



APN 119-0070-029
760128/50

CL = Centerline

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



Mark
Thomas &
Company
Inc.

Scale 1"=100'
Date: 26 Jan 2010
Drawn By RPM
Checked By DeLeon

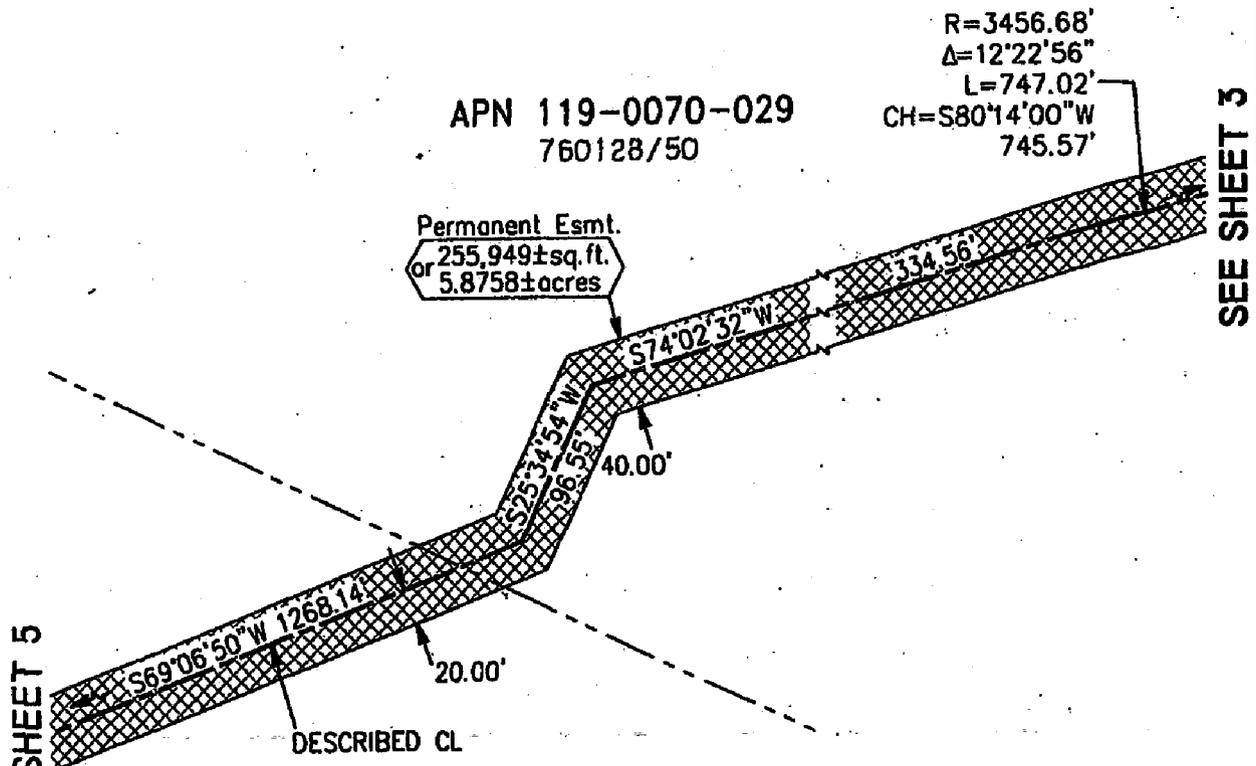
EXHIBIT B to Accompany Legal Description
**IN THE COUNTY OF SACRAMENTO
CALIFORNIA**

Permanent Easement in or near
119-0070-029, 119-0090-014
119-0080-002, 005, 023



This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 4 OF 9



APN 119-0070-029
760128/50

R=3456.68'
Δ=12°22'56"
L=747.02'
CH=S80°14'00"W
745.57'

Permanent Esmt.
or 255,949±sq.ft.
or 5.8758±acres

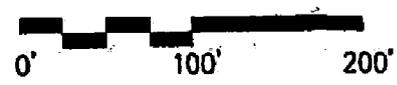
SEE SHEET 5

SEE SHEET 3

UNRECORDED SURVEY
NUMBER P-0263
AT COUNTY SURVEYOR'S OFFICE
APN 119-0080-005
741231/1589
PARCEL 2

CL = Centerline

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



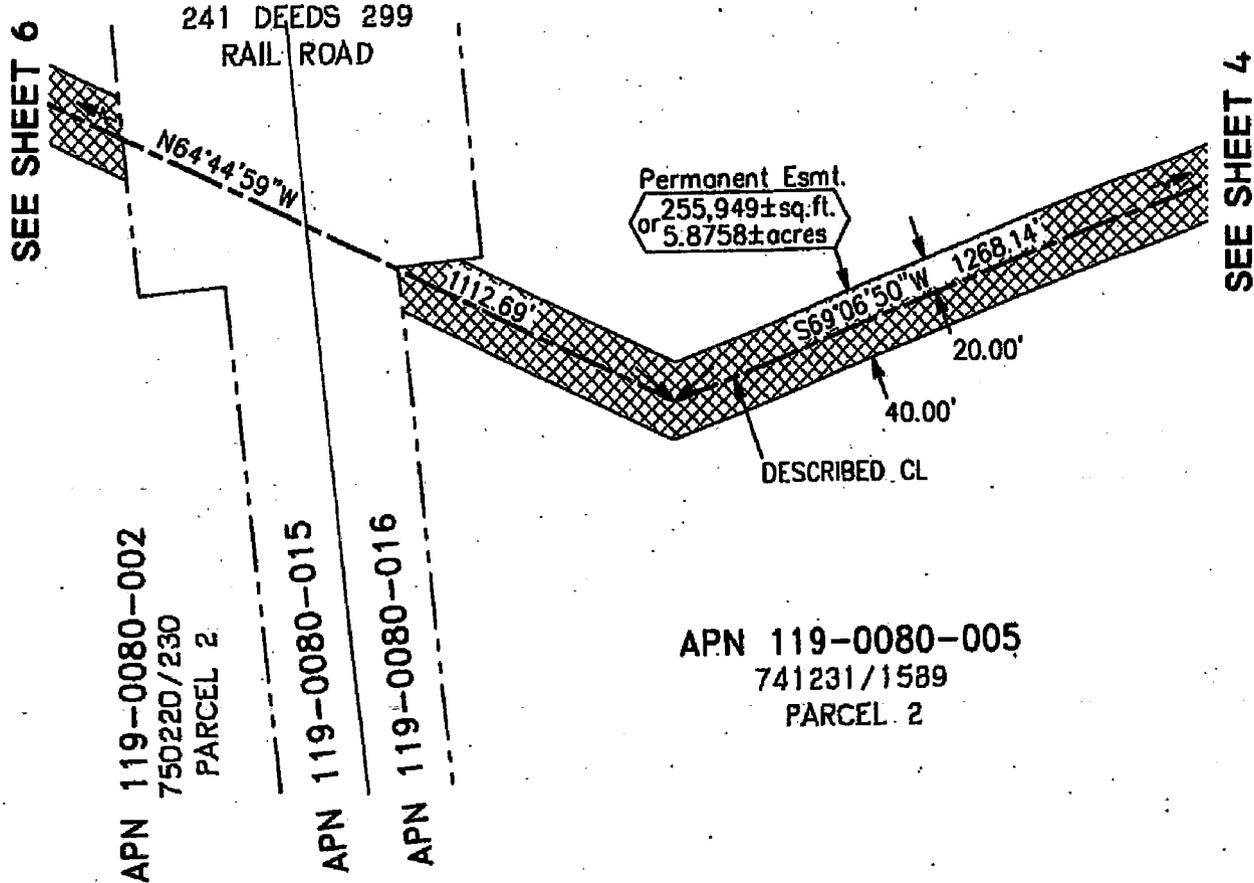
mt Mark Thomas & Company Inc.
Scale 1"=100'
Date: 26 Jan 2010
Drawn By RPM
Checked By DeLeon

EXHIBIT B to Accompany Legal Description
**IN THE COUNTY OF SACRAMENTO
CALIFORNIA**

Permanent Easement in or near
**119-0070-029, 119-0090-014
119-0080-002, 005, 023**



This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.



UNRECORDED SURVEY
NUMBER P-0263
AT COUNTY SURVEYOR'S OFFICE

CL = Centerline

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



 <p>Mark Thomas & Company Inc.</p> <p>Scale 1"=100'</p> <p>Date: 26 Jan 2010</p> <p>Drawn By: RPM</p> <p>Checked By: DeLeon</p>	<p>EXHIBIT B to Accompany Legal Description IN THE COUNTY OF SACRAMENTO CALIFORNIA</p>	 <p>FREEPORT REGIONAL WATER AUTHORITY</p>
	<p>Permanent Easement in or near 119-0070-029, 119-0090-014 119-0080-002, 005, 023</p>	

This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 6 OF 9

SEE SHEET 7



APN 119-0090-014
750220/230 PARCEL 1

DESCRIBED CL

241 DEEDS 299
RAIL ROAD

Permanent Esmt.
255,949±sq. ft.
or 5.8758±acres

20.00'

40.00'

S64°44'59"E

1112.69'

SEE SHEET 5

APN 119-0080-002
750220/230
PARCEL 2

APN 119-0080-015,16

UNRECORDED SURVEY
NUMBER P-0263
AT COUNTY SURVEYOR'S OFFICE

CL = Centerline

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



Mark
Thomas &
Company
Inc.

Scale 1"=100'
Date: 26 Jan 2010
Drawn By RPM
Checked By DeLeon

EXHIBIT B to Accompany Legal Description
IN THE COUNTY OF SACRAMENTO
CALIFORNIA

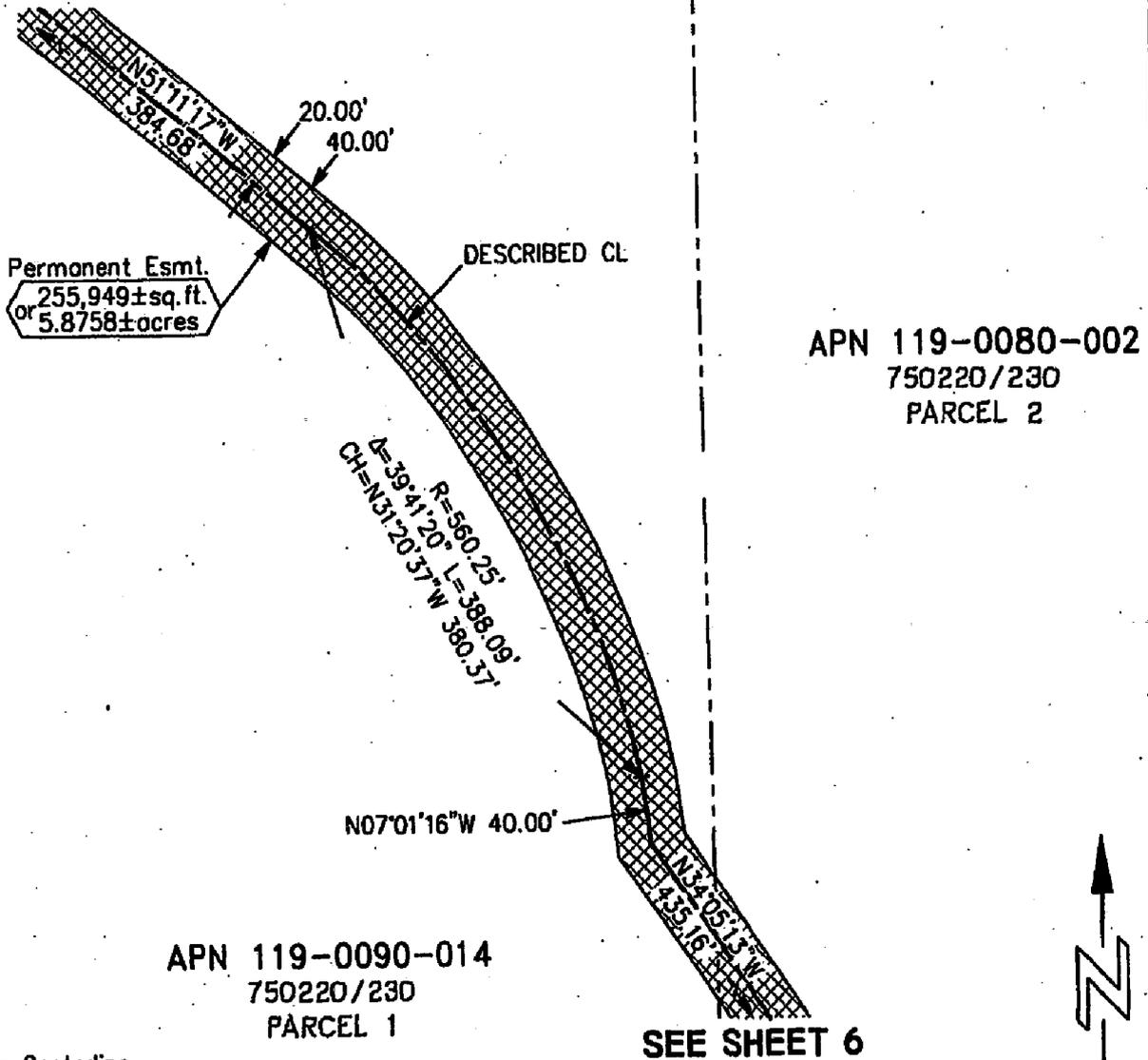
Permanent Easement in or near
119-0070-029, 119-0090-014
119-0080-002, 005, 023



This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 7 OF 9

SEE SHEET 8



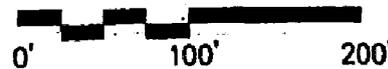
Permanent Esmt.
255,949±sq. ft.
or
5.8758±acres

APN 119-0080-002
750220/230
PARCEL 2

APN 119-0090-014
750220/230
PARCEL 1

CL = Centerline

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



mt
Mark
Thomas &
Company
Inc.
Scale 1"=100'
Date: 26 Jan 2010
Drawn By RPM
Checked By DeLeon

EXHIBIT B to Accompany Legal Description
IN THE COUNTY OF SACRAMENTO
CALIFORNIA

Permanent Easement in or near
119-0070-029, 119-0090-014
119-0080-002, 005, 023

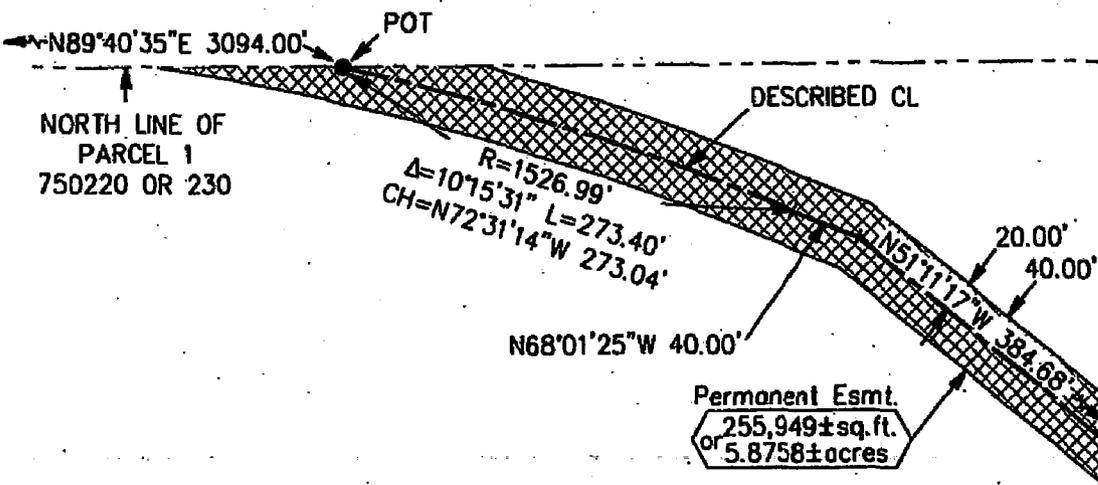


This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 8 OF 9

APN 053-0010-048
20041217/0709
PARCEL 1

SEE SHEET 9



SEE SHEET 7

APN 119-0090-014
750220/230
PARCEL 1

CL = Centerline
OR = Official Record
POT = Point of Termination

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



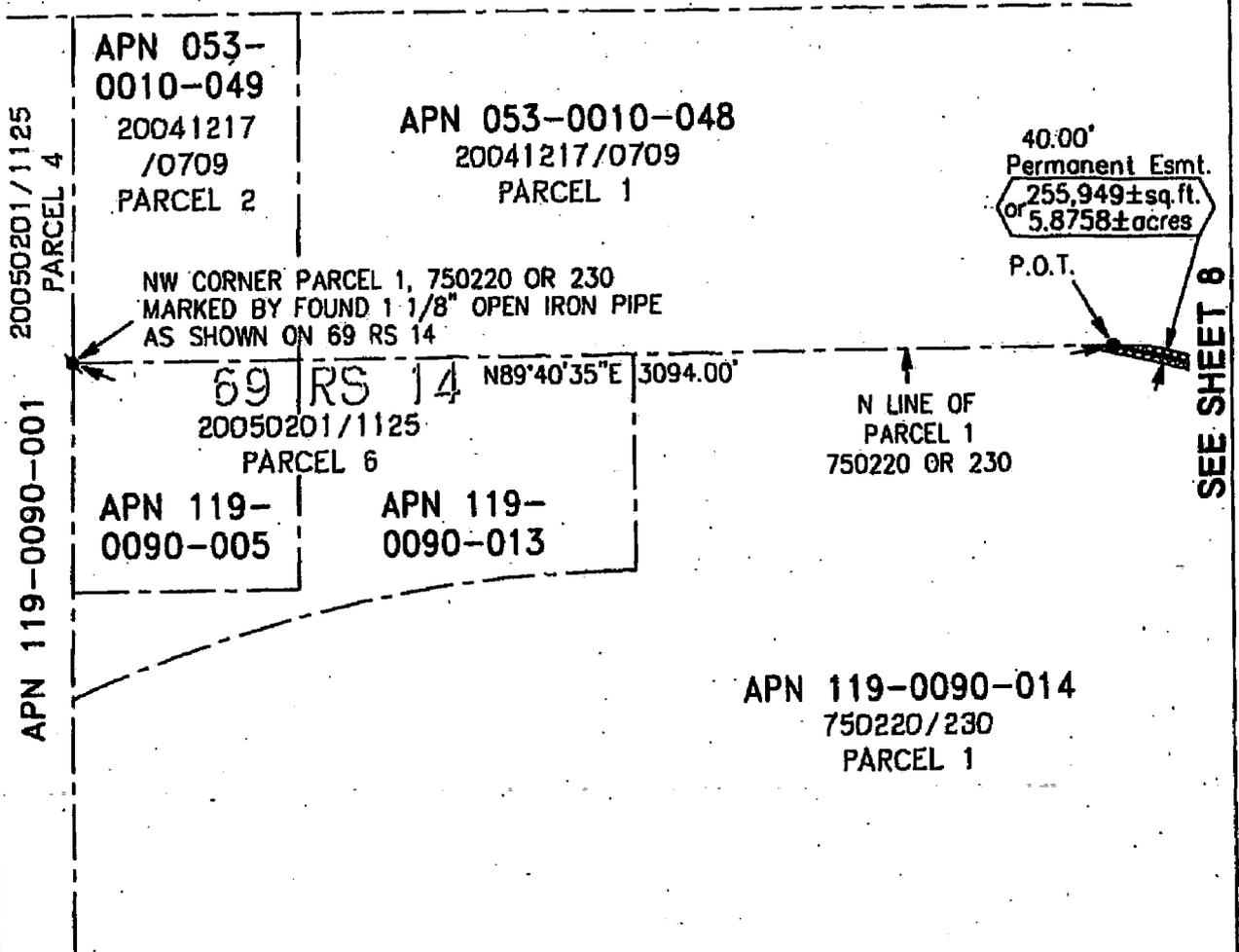
mt Mark Thomas & Company Inc.
Scale 1"=100'
Date: 26 Jan 2010
Drawn By RPM
Checked By DeLeon

EXHIBIT B to Accompany Legal Description
IN THE COUNTY OF SACRAMENTO CALIFORNIA

Permanent Easement in or near
119-0070-029, 119-0090-014
119-0080-002, 005, 023



This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.



OR = Official Record
 POT = Point of Termination
 RS = Record of Survey

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



mt Mark Thomas & Company Inc.
 Scale 1"=500'
 Date: 26 Jan 2010
 Drawn By: RPM
 Checked By: DeLeon

EXHIBIT B to Accompany Legal Description
**IN THE COUNTY OF SACRAMENTO
 CALIFORNIA**

Permanent Easement in or near
 119-0070-029, 119-0090-014
 119-0080-002, 005, 023

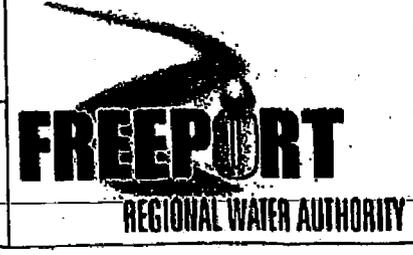


EXHIBIT "C"

**OPERATIONS AND JOINT USE AGREEMENT
BETWEEN
THE FREEPORT REGIONAL WATER AUTHORITY AND THE
SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT**

This Operations and Joint Use Agreement (hereinafter "Agreement") is made and entered into this 21st day of January, 2009, by and 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 "SRCSD" or "District") and the FREEPORT REGIONAL WATER AUTHORITY, a joint powers agency authority formed pursuant to a joint powers agreement between the East Bay Municipal Utility District and the Sacramento County Water Agency (hereinafter "FRWA" or "Authority").

RECITALS

WHEREAS, FRWA was created to manage the design, construction and operation of the Freeport Regional Water Project (hereinafter "FRWP"); and

WHEREAS, the FRWP includes Pipeline Segment No. 1 (hereinafter "Segment 1 Pipeline") which consists of an 84-inch raw water pipeline that will extend for approximately 5.1 miles from just east of Interstate 5 at the Stonecrest over crossing to the Cosumnes River Boulevard interchange on Highway 99; and

WHEREAS, the FRWA pipeline within some portions of the Segment 1 Pipeline alignment will be located within close proximity to facilities owned and operated by SRCSD, including but not limited to environmental resources, instrumentation and communication conduits, the 96-inch City Interceptor, other sewer interceptors, water pipes, cathodic protection equipment, manhole structures, vaults, roadways, gates and fences; and

WHEREAS, in some portions of the Segment 1 Pipeline alignment, FRWA and SRCSD will share a common pipeline easement; and

WHEREAS, FRWA is purchasing a temporary construction easement, and a permanent pipeline easement from SRCSD in order to construct and operate the Segment 1 Pipeline on property owned by SRCSD; and

WHEREAS, SRCSD is concerned that the construction, operation and maintenance of the Segment 1 Pipeline has the potential for damaging, or interfering with the operation of SRCSD facilities that are located within close proximity of the Segment 1 Pipeline; and

WHEREAS, in partial consideration for SRCSD's grant of a permanent easement to FRWA on SRCSD property and within the Sacramento Regional Wastewater

Treatment Plant site, which includes the Sacramento Regional Wastewater Treatment Plant process area and surrounding secured property where public access is restricted, (hereinafter at times "Plant Site"), SRCSD has requested that FRWA enter into this Agreement for the purposes of (i) minimizing any potential conflicts between the Segment 1 Pipeline and any SRCSD facilities that are in close proximity to the Segment 1 Pipeline and (ii) protecting SRCSD facilities during FRWA's construction, operation, repair and maintenance of the Segment 1 pipeline; and

WHEREAS, FRWA is willing to enter into this Agreement as partial consideration for SRCSD's conveyance of the above-referenced easements.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, FRWA and SRCSD agree as follows:

ARTICLE 1 RIGHTS AND DUTIES OF THE PARTIES WITHIN AREA "A"

1.01. Area Defined. Area "A" is that portion of Segment 1 Pipeline located between Interstate Highway 5 to the west and the Plant Site boundary to the east; which is more particularly described in Exhibit "A", attached hereto and incorporated by this reference.

1.02. Notice of Construction, Repair or Maintenance Activities. The parties acknowledge that their respective pipeline facilities will be located in close proximity to the others'. It is in the best interest of both parties that notice be provided to the other prior to any non-emergency subsurface work being performed on or about their respective facilities. FRWA and SRCSD shall notice the other in writing a minimum of two (2) business days prior to commencement of the aforementioned work activities. For at- or above-grade work being performed, telephone notice to the other immediately prior to gaining entrance onto Area "A" access road shall suffice. In the event of an emergency, FRWA and SRCSD shall notice the other as soon as practicable.

1.03. Non-Interference with Facilities and Lessees.

(a) No non-emergency work performed by FRWA within Area "A" shall interfere with SRCSD's operations within Area "A" without the prior consent of SRCSD. In addition, all work by FRWA shall be performed so as to minimize any damage or destruction to the fences, pipelines, facilities, equipment, or other property or appurtenances of SRCSD, its lessees or licensees.

(b) No non-emergency work performed by SRCSD within Area "A" shall interfere with FRWA's operations within Area "A" without the prior consent of FRWA. In addition, all work by SRCSD shall be performed so as to minimize any damage or destruction to the fences, pipelines, facilities, equipment, or other property or appurtenances of FRWA, its lessees or licensees.

1.04. Road Maintenance Responsibilities.

(a). The parties acknowledge that within Area "A" there exist roads that pre-date this Agreement. These roads will be used by both parties for access to their respective easements and/or property. The parties agree to share the costs of maintaining the aforementioned roads, under the following terms:

- i) Construction by FRWA. During times of major construction or repair of facilities by FRWA, FRWA shall be responsible for all road repair and maintenance costs attributed to these construction and repair activities.
- ii) Construction by SRCSD. During times of major construction or repair of facilities by SRCSD, SRCSD shall be responsible for all road repair and maintenance costs attributed to these construction and repair activities.
- iii) All Other Necessary Road Repair or Maintenance. SRCSD and FRWA will share the costs associated with all necessary road repairs and maintenance not governed under 1.04a (i) or (ii). FRWA shall be responsible for twenty (20) percent of these costs; minor pothole repairs and weed abatement excepted. SRCSD shall be responsible for the remaining costs.

(b). Either party may elect to perform the necessary road repair or maintenance activities and seek reimbursement from the other pursuant to the terms of this Paragraph 1.04. The parties acknowledge that the party incurring the costs associated with the repair and maintenance of these roads shall be reimbursed promptly by the other party. To that end, FRWA and SRCSD shall pay the other party within 90 days of being presented with a detailed invoice, or other reasonable documentation, for costs incurred by the other for their respective road repair and maintenance activities.

(c). Should a dispute arise as to these Paragraph 1.04 costs incurred by the other party, the parties agree to submit to binding final offer arbitration. The cost of the binding final offer arbitration process shall be shared equally between the parties.

ARTICLE 2 RIGHTS AND DUTIES OF THE PARTIES IN AREA "B"

2.01. Area Defined. Area "B" is that portion of Segment 1 Pipeline which is more particularly described in Exhibit "B" attached hereto and incorporated by this reference. Notwithstanding the foregoing definition of Area "B", that portion of Area "B" that is within the right-of-way of any future extension of Cosumnes River Boulevard, will be outside the secured Plant Site boundaries and shall become part of Area "A" upon the acceptance of any such extension into the City of Sacramento road system. That portion of Area "B" which will continue to be within the secured Plant Site boundaries shall remain Area "B".

2.02. Notice of Construction, Repair or Maintenance Activities.
The parties acknowledge that their respective pipeline facilities will be located in close proximity to the others'. It is in the best interest of both parties that notice be provided to

the other prior to any non-emergency work being performed on or about their respective facilities.

(a) For Area "B" Segment 1 Pipeline Facilities Located Within Plant Site Boundaries. FRWA shall notice SRCSD in writing a minimum of fourteen (14) business days prior to commencement of the aforementioned work activities. Access by FRWA shall conform to the notification requirements of the Plant Site ingress and egress procedures noted in Paragraph 2.05 and as described in more particular detail in Exhibit "D" attached hereto and incorporated by this reference. In the event of an emergency, FRWA and SRCSD shall notice the other as soon as practicable.

(b) For Area "B" Segment 1 Pipeline Facilities Located Outside the Plant Site Boundaries. FRWA and SRCSD shall notice the other in writing two (2) business days prior to commencement of any non-emergency subsurface work activities. In the event of an emergency, FRWA and SRCSD shall notice the other as soon as practicable.

2.03. Non-Interference with Facilities and Lessees.

(a) No non-emergency work performed by FRWA within Area "B" shall interfere with SRCSD's operations within Area "B" without the prior consent of SRCSD. In addition, all work by FRWA shall be performed so as to minimize any damage or destruction to the fences, pipelines, facilities, equipment, or other property or appurtenances of SRCSD, its lessees or licensees.

(b) No non-emergency work performed by SRCSD within Area "B" shall interfere with FRWA's operations within Area "B" without the prior consent of FRWA. In addition, all work by SRCSD shall be performed so as to minimize any damage or destruction to the fences, pipelines, facilities, equipment, or other property or appurtenances of FRWA, its lessees or licensees.

2.04. Road Maintenance Responsibilities.

(a) The parties acknowledge that within Area "B" there exist roads that pre-date this Agreement. These roads will be used by both parties for access to their respective easements and/or property. The parties agree to share the costs of maintaining the aforementioned roads, under the following terms:

- i) Construction by FRWA. During times of major construction or repair of facilities by FRWA, FRWA shall be responsible for all road repair and maintenance costs attributed to these construction and repair activities.
- ii) Construction by SRCSD. During times of major construction or repair of facilities by SRCSD, SRCSD shall be responsible for all road repair and maintenance costs attributed to these construction and repair activities.
- iii) All Other Necessary Road Repair or Maintenance. SRCSD and FRWA will share the costs associated with all necessary road repairs and maintenance not governed under 2.04a (i) or (ii). FRWA shall be responsible for

twenty (20) percent of these costs; minor pothole repairs and weed abatement excepted. SRCSD shall be responsible for the remaining costs.

(b). Either party may elect to perform the necessary road repair or maintenance activities and seek reimbursement from the other pursuant to the terms of this Paragraph ~~2.04. The parties acknowledge that the party incurring the costs associated with the~~ repair and maintenance of these roads shall be reimbursed promptly by the other party. To that end, FRWA and SRCSD shall pay the other party within 90 days of being presented with an invoice, or other reasonable documentation, for costs incurred by the other for their respective road repair and maintenance activities.

(c). Should a dispute arise as to these Paragraph 2.04 costs incurred by the other party, the parties agree to submit to binding final offer arbitration. The cost of the binding final offer arbitration process shall be shared equally between the parties.

2.05. Compliance with Plant Site Ingress and Egress Procedures.

(a). The parties acknowledge that the Plant Site is a gated and secured facility. All persons entering into and leaving from the Plant Site must adhere to the Plant Site's ingress and egress procedures. For that portion of Area "B" located within the secured, fenced perimeter of the Plant Site, FRWA acknowledges that it must comply with said ingress/egress procedures for all work performed by FRWA within Area "B".

(b). FRWA shall comply with the Plant Site ingress and egress procedures, which are described in Exhibit "D", for all Area "B" Segment 1 Pipeline work to be performed within the secured, fenced perimeter of the Plant Site.

ARTICLE 3 RIGHTS AND DUTIES OF THE PARTIES IN AREA "C"

3.01. Area Defined. Area "C" is that portion of Pipeline Segment No. 1 located between the Plant Site boundary to the west and State Highway 99 to the east; which is more particularly described in Exhibit "C" attached hereto and incorporated by this reference.

3.02. Notice of Construction, Repair or Maintenance Activities. The parties acknowledge that their respective pipeline facilities will be located in close proximity to the others'. It is in the best interest of both parties that notice be provided to the other prior to any non-emergency subsurface work being performed on or about their respective facilities. FRWA and SRCSD shall notice the other in writing two (2) business days prior to commencement of the aforementioned work activities. In the event of an emergency, FRWA and SRCSD shall notice the other as soon as practicable.

3.03. Non-Interference with Facilities and Lessees.

(a) No non-emergency work performed by FRWA within Area "C" shall interfere with SRCSD's operations within Area "C" without the prior consent of SRCSD. In addition, all work by FRWA shall be performed so as to minimize any damage or destruction to the fences, pipelines, facilities, equipment, or other property or appurtenances of SRCSD, its lessees or licensees.

(b) No non-emergency work performed by SRCSD within Area "C" shall interfere with FRWA's operations within Area "C" without the prior consent of FRWA. In addition, all work by SRCSD shall be performed so as to minimize any damage or destruction to the fences, pipelines, facilities, equipment, or other property or appurtenances of FRWA, its lessees or licensees.

3.04 Assumption of SRCSD's Additional Costs by FRWA.

(a) In the event either FRWA or SRCSD performs any work within Area "C" on their respective pipelines, FRWA shall be responsible for the actual additional cost incurred by SRCSD due to the lack of a 40-foot separation between the parties' respective pipelines. FRWA shall remit payment to SRCSD within 90 calendar days of FRWA's receipt of a detailed invoice from SRCSD.

(b) Should a dispute arise as to the value of the actual costs incurred by SRCSD due to the lack of a 40 foot separation between the parties' respective pipelines, the parties agree to submit to binding final offer arbitration. The cost of the binding final offer arbitration process shall be shared equally between the parties.

ARTICLE 4 TERM

4.01. Commencement Date. The duties and obligations of this Agreement shall commence upon the date of mutual execution by the parties.

4.02. Termination Date. The duties and obligations of the Agreement shall terminate upon the happening of either event:

(i) All of FRWA and SRCSD's facilities located in Areas "A", "B" and "C" have ceased to operate and are declared abandoned; or

(ii) By mutual written agreement of the parties.

ARTICLE 5 INDEMNIFICATION

5.01. Indemnification by SRCSD. SRCSD shall defend, indemnify and hold harmless FRWA; its Board of Directors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and

costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of SRCSD's Board of Directors, officers, directors, agents, employees, contractors, subcontractors or volunteers.

5.02. Indemnification by FRWA. FRWA shall defend, indemnify, and hold harmless SRCSD, its Board of Directors, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of FRWA's Board of Directors, officers, directors, agents, employees, contractors, subcontractors or volunteers.

5.03. Comparative Fault. It is the intention of SRCSD and FRWA that the provisions of this Article 5 be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, Board of Directors, contractors, and subcontractors. It is also the intention of SRCSD and FRWA that, where 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, volunteers, Board of Directors, contractors, and subcontractors.

ARTICLE 6 GENERAL

6.01. Notice. Any notice required to be given hereunder, or which either party may wish to give, shall be given to the other party using the contact information provided below; or to such other place as either party may designate in writing. Written notice required by this Agreement may be satisfied by facsimile, electronic mail, personal delivery, or first class mail to the other parties' named agent or designee. Telephone notice shall be to the other parties' named agent or designee.

SRCSD

Sacramento Regional County Sanitation District
Operations and Maintenance Support - Capital Improvement Program
Attn: Senior Civil Engineer
8521 Laguna Station Road
Elk Grove, CA 95758-9550
(916) 875-9000 (business hours 7 am - 4:30 pm)
(916) 875-9400 (after hours Plant Control Center)

with a copy to:
County of Sacramento
Real Estate Division
Attn: Asset Management Section

10545 Armstrong Avenue, Suite 202D
Mather, California 95655
(916) 876-6200

FRWA
Freeport Regional Water Authority

Attn: Eric Mische
9240 Laguna Springs Drive, Suite 100
Elk Grove, CA 95758
(916) 226-8300

6.02. Amendments. Modifications or amendments to the terms of this Agreement shall be in writing and executed by both parties.

6.03. Successors and Assigns. This Agreement shall bind the successors and assigns of SRCSD and FRWA in the same manner as if they were expressly named. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

6.04. Interpretation and Enforcement. Interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.

6.05. Complete Agreement. This Agreement represents the entire understanding of FRWA and SRCSD as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.

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

SACRAMENTO REGIONAL
COUNTY SANITATION DISTRICT

By Mary K. Snyder
Mary K. Snyder, District Engineer

Approved As To Form:

Stephanie G. Percival
Stephanie G. Percival
Deputy County Counsel
Counsel for SRCSD

Under delegated authority by:

Resolution No.: SR-2520

Dated: January 13, 2010

FREEPORT REGIONAL WATER
AUTHORITY

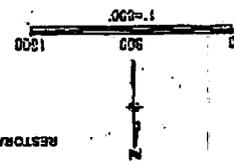
By Eric Mische
Eric Mische, General Manager

Approved As To Form:

John Whisenhunt
John Whisenhunt, FRWA Counsel

in accordance with the provisions of the Massachusetts Public Health Act - Lowell - Aug 28, 2008 - 12:30pm

12



RESTORATION TO PRECONSTRUCTION CONDITION

AREA "C" FRANKLIN BLVD TO HWY 90
EXIST 2

PREPARED BY: WATSON CONSULTANTS
 PROJECT: FREEMONT WASTEWATER TREATMENT PLANT
 SHEET NO.: 12
 DATE: JULY 2008

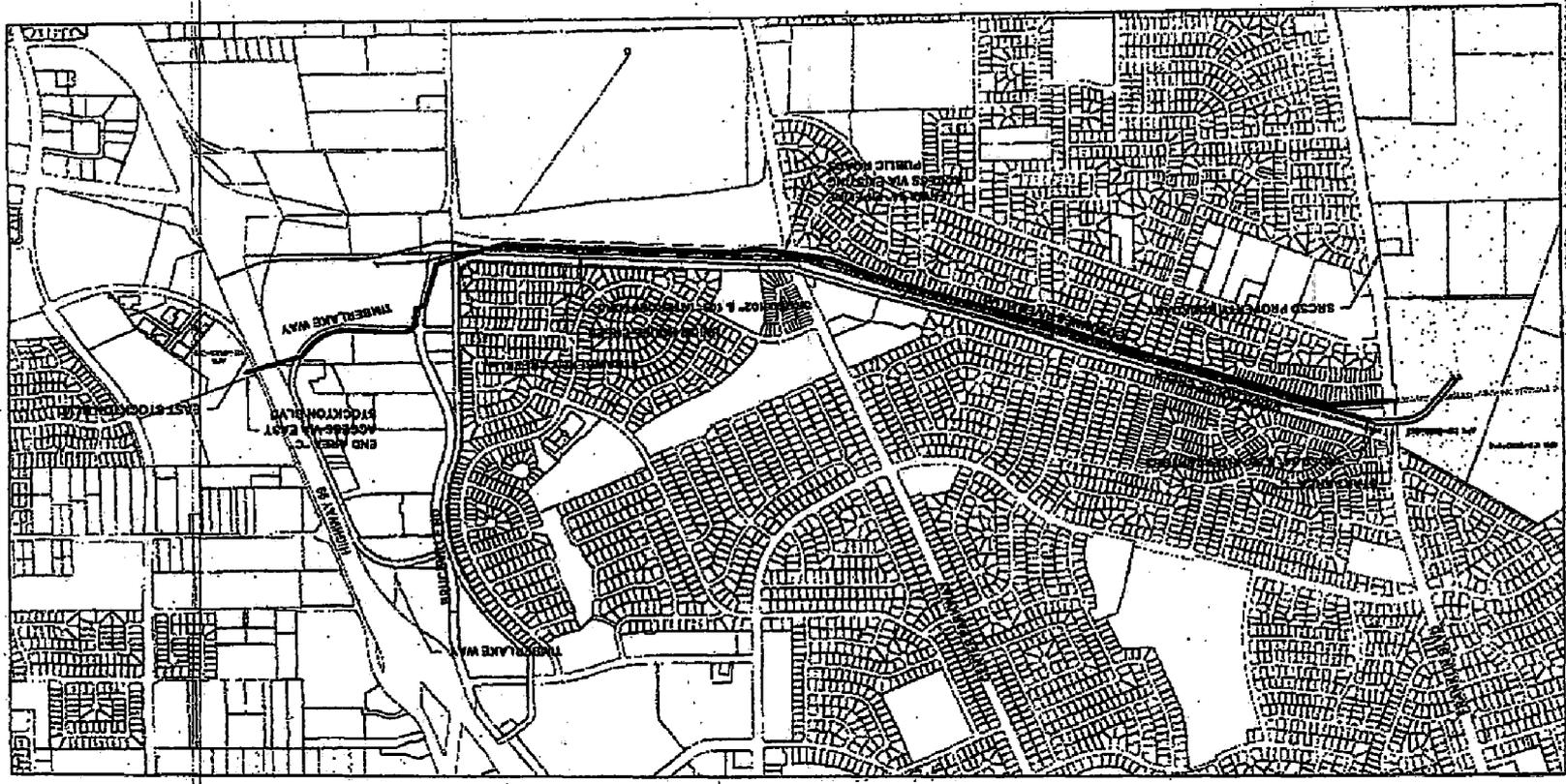


EXHIBIT "C"
Description of Areas "C"

EXHIBIT "D"
Ingress/Egress Procedures

- FRWA shall adhere to Section 01140 "Coordination with Existing SRCSD Operations" of the Project Plans and Specifications, Contract No. FPL 621, more particularly shown in Exhibit "E" attached hereto and incorporated herein by reference.
- For routine scheduled maintenance and non-emergency work: FRWA shall provide SRCSD a minimum of fourteen (14) days notice prior to entering the secured, fenced area of the Plant Site. Notice for routine scheduled maintenance activities by FRWA may be given on an annual basis to SRCSD. Notice for all activities, including annual notice for scheduled maintenance activities, shall be in an Access Request form from the SRCSD's Operations and Maintenance Support Group.
- In the event of an emergency, FRWA shall notice SRCSD as soon as practicable.
- Prior to beginning any activity within the Plant Site, FRWA and SRCSD shall identify mutually acceptable points of entry onto Plant Site. FRWA shall keep the gates locked during and after accessing or exiting the Plant Site.
- FRWA shall provide fencing, temporary gates, and signage sufficient to prevent any project related increased opportunity for trespass onto the Plant Site or as needed to minimize impacts to SRCSD's lessees.
- FRWA shall at all times conduct its use of the Plant Site in such a manner that it shall not constitute a public or private nuisance.
- FRWA shall restore the construction site to preconstruction conditions or better.
- No trash or other evidence of field visits will be left on the property.
- All field staff will carry identification.
- No pets or firearms will be permitted.
- All machinery and vehicles will be equipped with spark arrestors.
- All vehicles will be required to carry fire extinguishers and shovels.
- All vehicles will stay on roads; no off-road vehicles will be permitted.
- Vehicle speeds will be kept to five (5) miles per hour on unpaved roads in agricultural properties to minimize dust.
- Smoking is permitted only in enclosed vehicles.

4. Dewatering of any excavation, structure, tank, vessel, excavation or piping system
 5. AR specific to FRWA Segment 1: An AR will be required for each 1,000 lineal feet of FRWA alignment across SRCSD property in order to evaluate impacts to SRCSD facilities. The primary intent is to protect the existing Sacramento-Force Main access roadway and facilities.
- B. A fully completed AR form shall be submitted 14 days prior to the date proposed for commencement of work. An AR meeting may be required prior to the approval of the work or upon the District's request.
 - C. An AR describes the activity, indicates the system or equipment that will be affected, lists the labor and equipment to be utilized, indicates the date, time and duration, and describes safety precautions to be observed. Drawing and section numbers shall be indicated where appropriate. A Shutdown Plan shall be included with the AR when the work affects an existing system or process.
 - D. The Contractor shall plan and schedule ARs as early as possible. An AR will be reviewed and returned within 14 days after submission of all necessary information. Sufficient information and detail shall be included with an AR to permit District to evaluate the proposed operation and the associated risks. Insufficient information on an AR may delay approval within 14 days.
 - E. Contractor shall not be allowed to proceed with any work, or any portion of the work, described in an AR without complying with all the conditions, in their entirety, of the Access request approval. All conditions of approval, including additional safety precautions added by District safety office, shall be complied with and effectively communicated to Contractor's personnel and subcontractors. If the Contractor does not agree with the additional safety requirements, work shall not start until resolution is attained. Changes in the proposed activities or field conditions of an AR will require the submission of a new or revised AR.

1.04 SHUTDOWN PLAN

- A. A Shutdown Plan shall be included with an AR whenever an existing operating system or facility such as a pipeline, basin, tank, channel, power supply, control circuit, instrumentation, equipment, pump, meter, or structure is affected. A work plan and schedule shall be included. The plan shall indicate each activity with sufficient detail to determine its feasibility. Shutdowns shall be planned and coordinated to minimize the number and duration of activities that affect existing operations.
- B. District will limit the duration of shutdowns of important or critical systems. Stated durations are the total time period between when the system is made available to Contractor and when it is ready for return to service. If Contractor cannot complete the work within the allowed time, Contractor shall immediately request an extension from District. If District does not approve the requested extension, Contractor shall complete the work or return the system to operable condition. District will complete the work if Contractor does not return the system to operable condition as directed.

Coordination with
Existing SRCSD Operations

01140 - 2

0570003*03, Segment 1
FPL621

p:\2005\03\0003_000001\1 pipeline facilities\1.1 deliverables\1.3.1.3 pipeline shutdown system.doc

Contractor is responsible for extra costs or damages incurred by Contractor or District to meet these requirements.

G. Requirements:

1. Designate the equipment or system that will be affected or removed from service. Describe the work to be undertaken. Identify the portion of the system that will be isolated, dewatered, decommissioned, de-energized, depressurized, or drained.
2. List the labor, equipment, materials, tools, utilities and incidental items to be used.
3. Indicate measures to prevent discharge of wastewater, stormwater pollution, odor or disruption of treatment processes.
4. Indicate dewatering method and means for disposal of leakage water.
5. Provide details for bulkheads, cofferdams and isolation devices.
6. Describe safety precautions and equipment.
7. Describe recovery plan if the shutdown cannot be completed as planned.
8. List activities to be done by District.
9. Indicate the time estimated to complete the shutdown.

END OF SECTION

0570003*03, Segment 1
PPL621

01140 - 3

Coordination with
Existing SRCSD Operations

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On January 21, 2010 before me, Ellen Desvarro, Notary
Date Here Insert Name and Title of the Officer

personally appeared Douglas Bell
Name(s) of Signer(s)

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

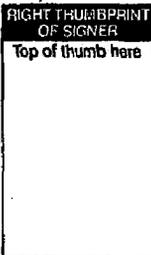
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

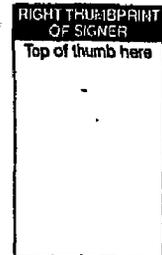
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within grant, the provisions of which are incorporated by this reference as though fully set forth in the Certification, to the Freeport Regional Water Authority, a joint powers authority formed under a Joint Powers Agreement between the Sacramento County Water Agency and the East Bay Municipal Utility District, is hereby accepted by the undersigned officer pursuant to authority conferred by FRWA Board of Directors Resolution No. FRWA-0064 adopted on April 13, 2006, and FRWA consents to recordation thereof by its duly authorized office.


Eric Mische
Director, Freeport Regional Water Authority

February 2, 2010
Date



Sacramento County Recording
 Craig A Kramer, Clerk/Recorder
 BOOK 20070606 PAGE 1378

Wednesday, JUN 06, 2007 12:00:17 PM
 T&I Pd 30.00 Nbr-0004827278

DN/58/1-15

Recording requested by:

WHEN RECORDED RETURN TO:
 Freeport Regional Water Authority Office
 2710 S. Gateway Oaks Dr. #320
 Sacramento, CA 95833

NO FEE DOCUMENT

Per Government Code 6103
 APN's: 119-0010-005, -006, -009, -011, -013, -015,
 -046, -049, -050, -051, 119-0090-001, 005, and
 119-0190-023

Project: ~~Freeport Regional Water Division~~

THIS SPACE FOR RECORDERS USE ONLY

*Plt 11922 Guernsey Rd
 Sunnyvale, CA*

GRANT OF EASEMENT

For valuable consideration, the receipt and sufficiency whereof are hereby acknowledged M&H Realty Partners VI L.P., California limited partnership, hereinafter called the Grantor, does hereby grant to the FREEPORT REGIONAL WATER AUTHORITY, a joint powers authority formed under a Joint Powers Agreement between Sacramento County Water Agency and East Bay Municipal Utility District, hereinafter referred to as "FRWA," its successors and assigns a perpetual easement and right-of-way for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining operating and using, as FRWA may see fit, a pipe or pipelines for the transmission and distribution of water and all necessary braces, connections, fastenings and other appliances and fixtures including underground telemetry and electrical cables for use in connection therewith or appurtenant thereto, in, under, along and across that certain real property described in Exhibit "A and Exhibit "B" attached hereto and made a part hereof.

TOGETHER with the perpetual right of ingress to and egress from said right-of-way and the right at all times to enter in, over and upon said right-of-way and every part thereof and also to use said right-of-way for all purposes included in operating and using said pipe or pipelines. Said right of ingress to and egress from said right-of-way shall be along roads that exist at the time FRWA needs to exercise said right of ingress and egress or if there are no existing roads at the time FRWA needs to exercise said right of ingress and egress, FRWA may exercise said right of ingress and egress by utilizing such route or routes that cause the least damage and inconvenience to Grantor and/or any tenant of Grantor.

Any use of this easement area by the Grantor, or Grantor's assignees or successors in interest, except for use as (1) lawn or similar landscaping groundcover; (2) areas planted with species whose mature growth does not exceed five feet in height and which are not environmentally protected; or (3) driveways or surface parking, shall not be permitted except upon approval by and at the discretion of FRWA. Any of said allowable uses shall not be installed in a manner that will impede vehicular access by FRWA for maintenance purposes. Any other use proposed by Grantor must be approved by FRWA's Program Manager in writing prior to such construction or use of the area by Grantor. In order to allow FRWA to use the easement at any time pursuant to its rights granted herein, FRWA retains the right to remove all or any part of any use installed by the Grantor, assignees or successors in interest, regardless of whether such use was installed as a matter of right under this easement or pursuant to the discretionary approval of FRWA's Program Manager. Any use within the easement area not installed as matter of right or not approved by FRWA shall not in any way limit FRWA's rights under this easement. With the exception of landscaping and paving improvements installed and maintained as a matter of right under the terms of this easement, FRWA shall not be liable for any cost for removal or replacement of any other improvements constructed or maintained by Grantor, its assignees or successors within the easement area, regardless of whether such improvements have been approved by FRWA. Any damage to or removal of landscaping and/or paving improvements installed and maintained as a matter of right under the terms of this easement caused by FRWA shall be replaced and/or repaired, as necessary, by FRWA at FRWA's sole cost and expense. FRWA's agreement to indemnify and hold Grantor harmless under paragraph 5.2 of the Agreement for Acquisition for Permanent and Temporary Construction Easements between parties is hereby incorporated by reference herein.

EXHIBIT A-2

TO HAVE AND TO HOLD, all and singular, the rights above described unto the FRWA and the FRWA's successors as assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this indenture this 19th day of April, 2007.

GRANTOR:

**M&H Realty Partners VI LP,
A California Limited Partnership**

**By: MHRP VI L.P., A California limited
Partnership, General Partner**

**By: Merlone/Hagenbuch VI Inc.,
A California corporation,
General Partner**

By: 

Name: PETER J. MERLONE
PRESIDENT

Title: _____

Exhibit A Page 1 of 2

In or near APN's 119-0010-005, -006, -009, -011, -013, -015, -049, -050, -051
119-0090-001, -005, -013, and 119-0190-025

Permanent Easement

All that portion of land in Sections 12 and 13, Township 7 North, Range 4 East and Section 18, Township 7 North, Range 5 East, Mount Diablo Base and Meridian described as PARCEL TWO, PARCEL FOUR and PARCEL SIX in the Grant Deed to M&H Realty partners VI L.P., a California limited partnership, recorded February 1, 2005 in Book 20050201, at page 1125, Official Records of Sacramento County described as the following 3 parcels:

PARCEL 1

A 40.00 feet wide strip of land lying 20.00 feet, as measured at right angles, on each side of the following described centerline:

Commencing at a the northwest corner of PARCEL SIX described in said deed recorded on February 1, 2005, thence North $68^{\circ}58'12''$ East 97.21 feet to the Point of Beginning of the described centerline; thence South $71^{\circ}46'12''$ West 199.60 feet; thence South $89^{\circ}36'56''$ West 352.25 feet; thence North $86^{\circ}23'04''$ West 327.05 feet; thence North $89^{\circ}48'01''$ West 40.00 feet; thence South $86^{\circ}11'59''$ West 125.13 feet; thence along a non-tangent curve to the right having a radius of 2748.59 feet an arc length of 544.52 feet, a central angle of $11^{\circ}21'03''$ and a chord that bears North $78^{\circ}34'10''$ West 543.63 feet; thence North $72^{\circ}53'38''$ West 1886.34 feet; thence along a curve to the right having a radius of 454.41 feet an arc length of 121.40 feet, a central angle of $15^{\circ}18'26''$ and a chord that bears North $65^{\circ}16'45''$ West 121.04 feet; thence North $57^{\circ}37'32''$ West 178.71 feet; thence South $77^{\circ}22'28''$ West 148.40 feet; thence North $72^{\circ}53'36''$ West 179.74 feet; thence along a curve to the left, having a radius of 2575.00 feet, an arc length of 636.26 feet, a central angle of $14^{\circ}09'26''$ and a chord that bears North $79^{\circ}55'34''$ West 634.64 feet; thence North $00^{\circ}32'38''$ West 206.34 feet; thence North $80^{\circ}26'57''$ West 375.75 feet; thence along the arc of a non-tangent curve to the left, having a radius of 263.14 feet, an arc length of 168.03 feet, a central angle of $36^{\circ}35'12''$ and a chord that bears North $54^{\circ}49'23''$ West 165.19 feet; thence North $73^{\circ}06'59''$ West 298.13 feet; thence along the arc of a curve to the right, having a radius of 370.00 feet, an arc length of 288.16 feet, a central angle of $44^{\circ}37'22''$ and a chord that bears North $50^{\circ}48'18''$ West 280.93 feet; thence North $28^{\circ}29'37''$ West 351.61 feet; thence North $24^{\circ}43'11''$ West 375.23 feet to the north line of said PARCEL TWO and the Point of Termination.

The side lines of said strip shall be lengthened or shortened to extend from the northerly line of said PARCEL SIX and the easterly line of PARCEL FOUR described in said deed recorded February 1, 2005 to the northerly line of said PARCEL TWO.

Exhibit A Page 2 of 2

Excepting Therefrom all that portion lying within Segment No. 1 as shown on the Relinquishment Map filed on May 18, 1983 in State Highway Mapbook No. 6 at page 3, Sacramento County Records.

Excepting Therefrom all that portion lying within the second exception mentioned in the parcel of land described designated PARCEL 19696-1 in the Final Order of Eminent Domain recorded on April 28, 1983 in Book 830428 of Official Records at page 1097, Sacramento County Records.

PARCEL 2

Commencing at the hereandbefore described Point of Termination, thence along the North line of said PARCEL TWO, South 78°14'40" West 20.52 feet to the Point of Beginning situate on the westerly line of the hereandbefore described Parcel 1, thence along said westerly line, South 24°43'11" East 45.20 feet; thence leaving said westerly line, North 89°11'26" West 44.16 feet to the northwesterly line of said PARCEL TWO, thence along said northwesterly line, North 24°55'26" West 35.37 feet to said North line of said PARCEL TWO; thence along said North line, North 78°00'59" East 41.02 feet to the Point of Beginning.

PARCEL 3

Commencing at the hereandbefore described Point of Termination, thence along the North line of said Parcel 2, North 78°14'40" East 20.52 feet to the Point of Beginning situate on the easterly line of the hereandbefore described Parcel 1, thence along last said North line, North 78°14'40" East 12.60 feet; thence leaving last said line South 14°09'19" East 39.73 feet; thence South 24°43'11" East 50.36 feet; thence South 69°42'40" East 28.29 feet; thence South 24°43'11" East 54.98 feet; thence South 20°17'20" West 35.35 feet to last said easterly line; thence along last said line North 24°43'11" West 192.22 feet to the Point of Beginning.

Containing an area of 6.2171± acres (Gross) or 6.0178± acres (Net - excluding area within Stonecrest Avenue) -the sum of Parcels 1, 2, &3, more or less.

The bearings and distances used in the above description are based upon the California Coordinate System of 1983, Zone 2. Divide the above distances by 0.99997 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

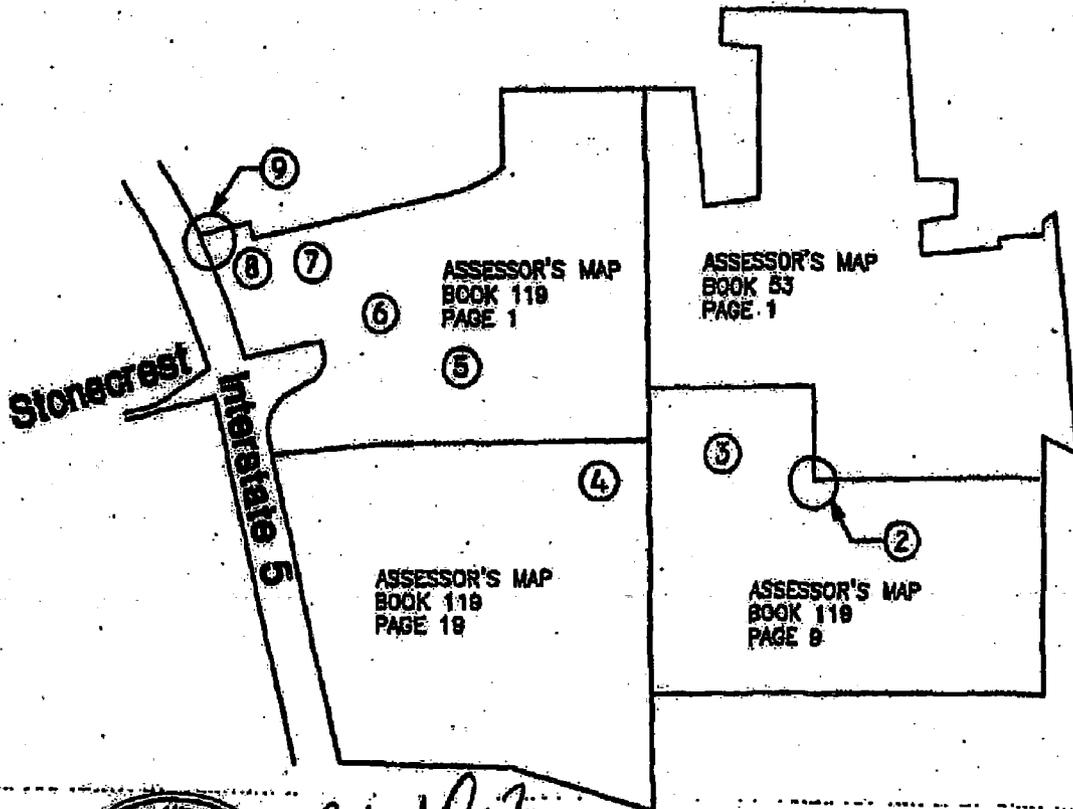

Albert De Leon LS 7716



March 23, 2007

This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 1 OF 9



Albert DeLeon



② DENOTES SHEET REFERENCE



Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.00097 to get ground level distances.



 <p>Mark Thomas & Company Inc. Scale 1"=1500' Date 21-Mar-2007 Drawn By saw Checked By DeLeon</p>	<p>EXHIBIT B to Accompany Legal Description IN THE CITY OF SACRAMENTO SACRAMENTO COUNTY, CALIFORNIA</p> <p>Permanent Easement in or near 119-0010-005, -006, -009, -013 -015, -049, -050, -051, 119-0190-025 119-0090-001, -005, -013</p>	 <p>FREEMONT REGIONAL WATER AUTHORITY</p>
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This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 2 OF 9

69 RS 14

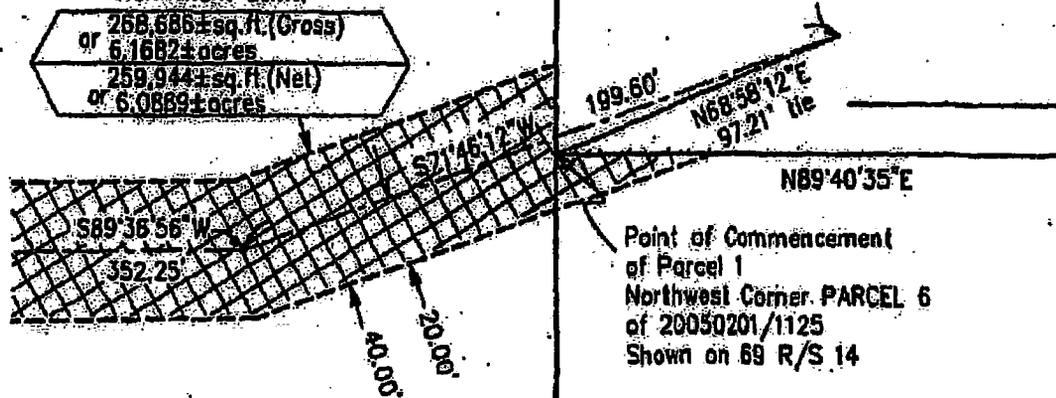
20050201/1125
PARCEL FOUR

20041217/0709
PARCEL 1

Area
Parcel 1
Permanent Esmt.
268,686±sq.ft.(Gross)
or 6.1682±acres
259,944±sq.ft.(Net)
or 6.0889±acres

Point of
Beginning of
Described Line

SEE SHEET 3



Point of Commencement
of Parcel 1
Northwest Corner PARCEL 6
of 20050201/1125
Shown on 69 R/S 14

APN 119-0090-001

APN 119-0090-005

Section 18
T. 7 N., R. 5 E., M.D.M.

20050201/1125
PARCEL SIX

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground-level distances.



 Mark Thomas & Company Inc.	EXHIBIT B to Accompany Legal Description IN THE CITY OF SACRAMENTO SACRAMENTO COUNTY, CALIFORNIA	 REGIONAL WATER AUTHORITY
	Permanent Easement in or near 119-0010-005, -006, -009, -013 -015, -049, -050, -051, 119-0190-025 119-0090-001, -005, -013	

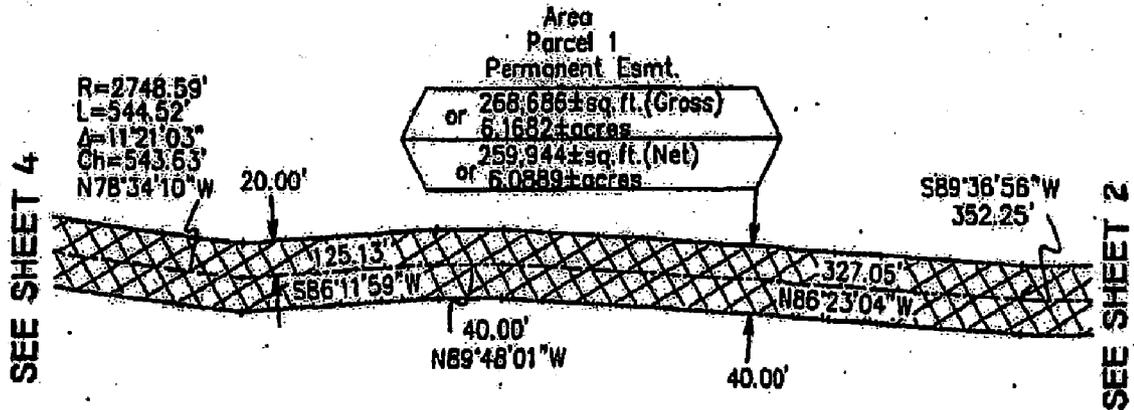
Scale 1"=50'
Date 21-Mar-2007
Drawn By saw
Checked By DeLeon

This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 3 OF 9



69 RS 14



Area
Parcel 1
Permanent Esmt.
268,686±sq. ft. (Gross)
or 6.1682±acres
259,944±sq. ft. (Net)
or 5.9889±acres

R=2748.59'
L=544.52'
A=11°21'03"
Ch=543.63'
N78°34'10"W

S89°36'56"W
352.25'

SEE SHEET 4

SEE SHEET 2

APN 119-0090-001
20050201/1125
PARCEL FOUR

Section 18
T. 7 N., R. 5 E., M.D.M.

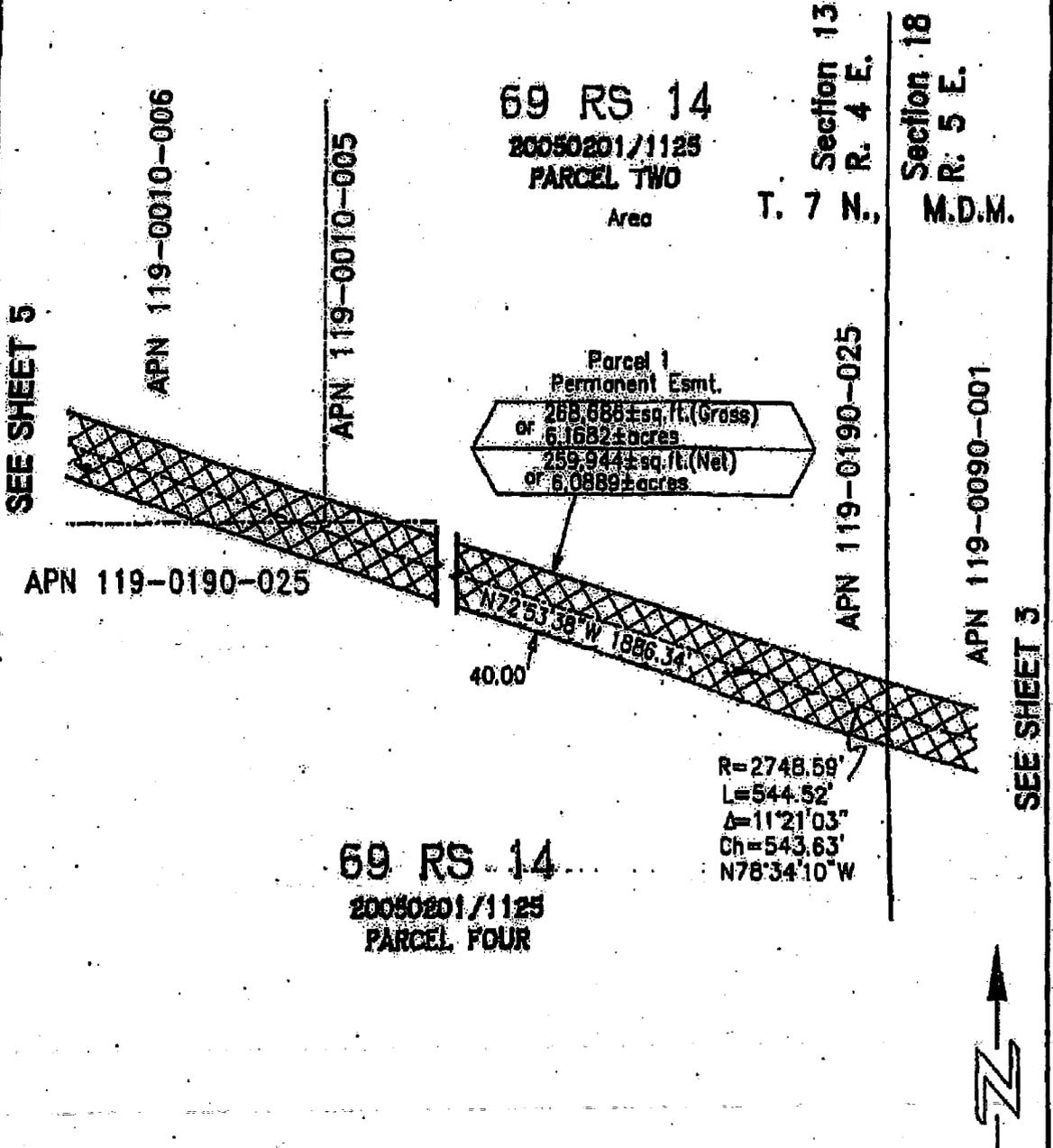
Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. DMDs distances shown by 0.99897 to get ground level distances.



 Mark Thomas & Company Inc. Scale 1"=100' Date 21-Mar-2007 Drawn By saw Checked By DeLeon	EXHIBIT B to Accompany Legal Description IN THE CITY OF SACRAMENTO SACRAMENTO COUNTY, CALIFORNIA	
	Permanent Easement in or near 119-0010-005, -006, -009, -013 -015, -049, -050, -051, 119-0190-025 119-0090-001, -005, -013	

This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 4 OF 9



Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



 <p>Mark Thomas & Company Inc.</p>	<p>EXHIBIT B to Accompany Legal Description IN THE CITY OF SACRAMENTO SACRAMENTO COUNTY, CALIFORNIA</p>	
<p>Scale 1"=100' Date 21-Mar-2007 Drawn By saw Checked By DeLeon</p>	<p>Permanent Easement in or near 119-0010-005, -006, -009, -013 -015, -049, -050, -051, 119-0190-025 119-0090-001, -005, -013</p>	

This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 5 OF 9

69 RS 14

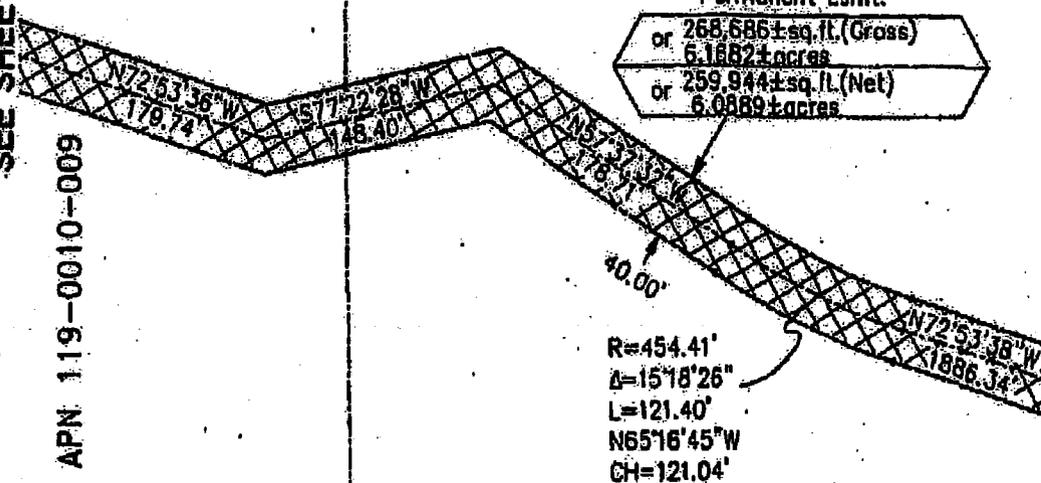
APN 119-0010-006
20050201/1125
PARCEL TWO

Area Parcel 1
Permanent Esmt.

or 268,686±sq.ft.(Gross)
or 6.1882±acres
or 259,944±sq.ft.(Net)
or 6.0889±acres

SEE SHEET 6

APN 119-0010-009



40.00'

R=454.41'
Δ=15°18'26\"/>

SEE SHEET 4

APN 119-0190-025
20050201/1125
PARCEL FOUR

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



 <p>Mark Thomas & Company Inc. Scale 1"=100' Date 21-Mar-2007 Drawn By saw Checked By DeLeon</p>	<p>EXHIBIT B to Accompany Legal Description IN THE CITY OF SACRAMENTO SACRAMENTO COUNTY, CALIFORNIA</p> <p>Permanent Easement in or near 119-0010-005, -006, -009, -013 -015, -049, -050, -051, 119-0190-025 119-0090-001, -005, -013</p>	 <p>FREEPORT REGIONAL WATER AUTHORITY</p>
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This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 6 OF 9

69 RS 14



SEE SHEET 7

APN 119-0010-0046

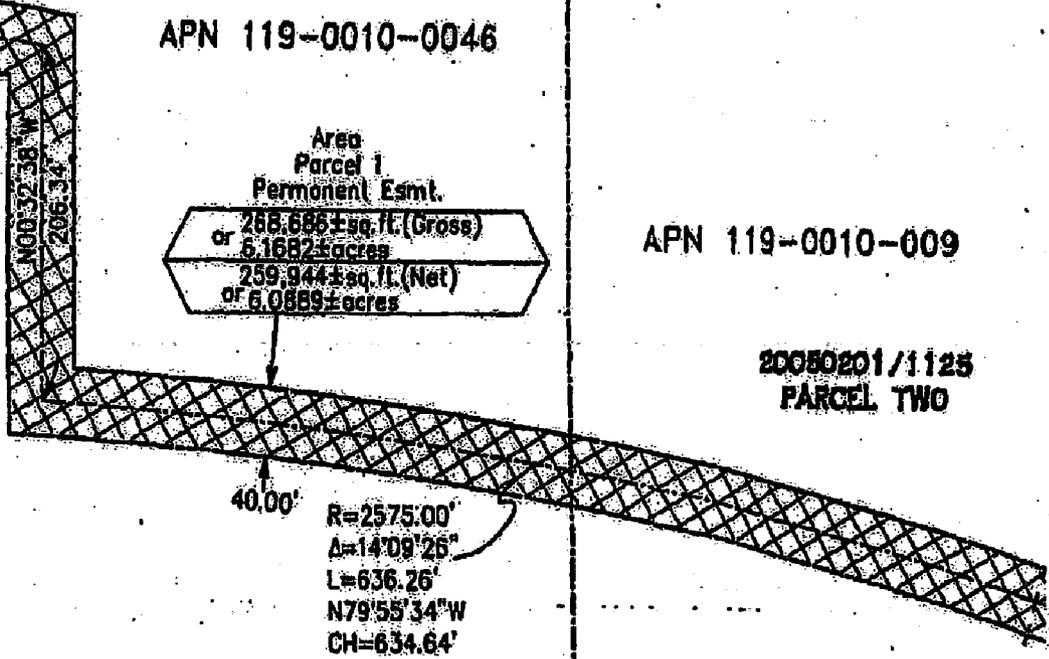
Area
Parcel 1
Permanent Esmt.

268,686±sq.ft. (Gross)
or 6.1682±acres
259,944±sq.ft. (Net)
or 6.0889±acres

APN 119-0010-009

20050201/1125
PARCEL TWO

SEE SHEET 5



40.00'
R=2575.00'
Δ=14°09'25"
L=636.26'
N79°55'34"W
CH=634.64'

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



 Mark
Thomas &
Company
Inc.
Scale 1"=100'
Date 21-Mar-2007
Drawn By sow
Checked By DeLeon

EXHIBIT B to Accompany Legal Description
**IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA**
Permanent Easement in or near
119-0010-005; -006, -009, -013
-015, -049, -050, -051, 119-0190-025
119-0090-001, -005, -013



This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 7 OF 9



SEE SHEET 8

119-0010-047

Area Parcel 1
Permanent Esmt.

268,686±sq.ft.(Gross)
or 6.1682±acres
259,944±sq.ft.(Net)
or 5.9889±acres

69 RS 14
20050201/1125
PARCEL TWO

119-0010-046

R=263.14'
A=36°35'12"
L=168.03'
CH=N54°49'23"W
165.19'

Stonscrest Avenue

119-0010-044

119-0010-015

119-0010-045

SEE SHEET 6

Deed on this
Zone 2. Divide
ground level distances.



To Accompany Legal Description
CITY OF SACRAMENTO
SUTTER COUNTY, CALIFORNIA

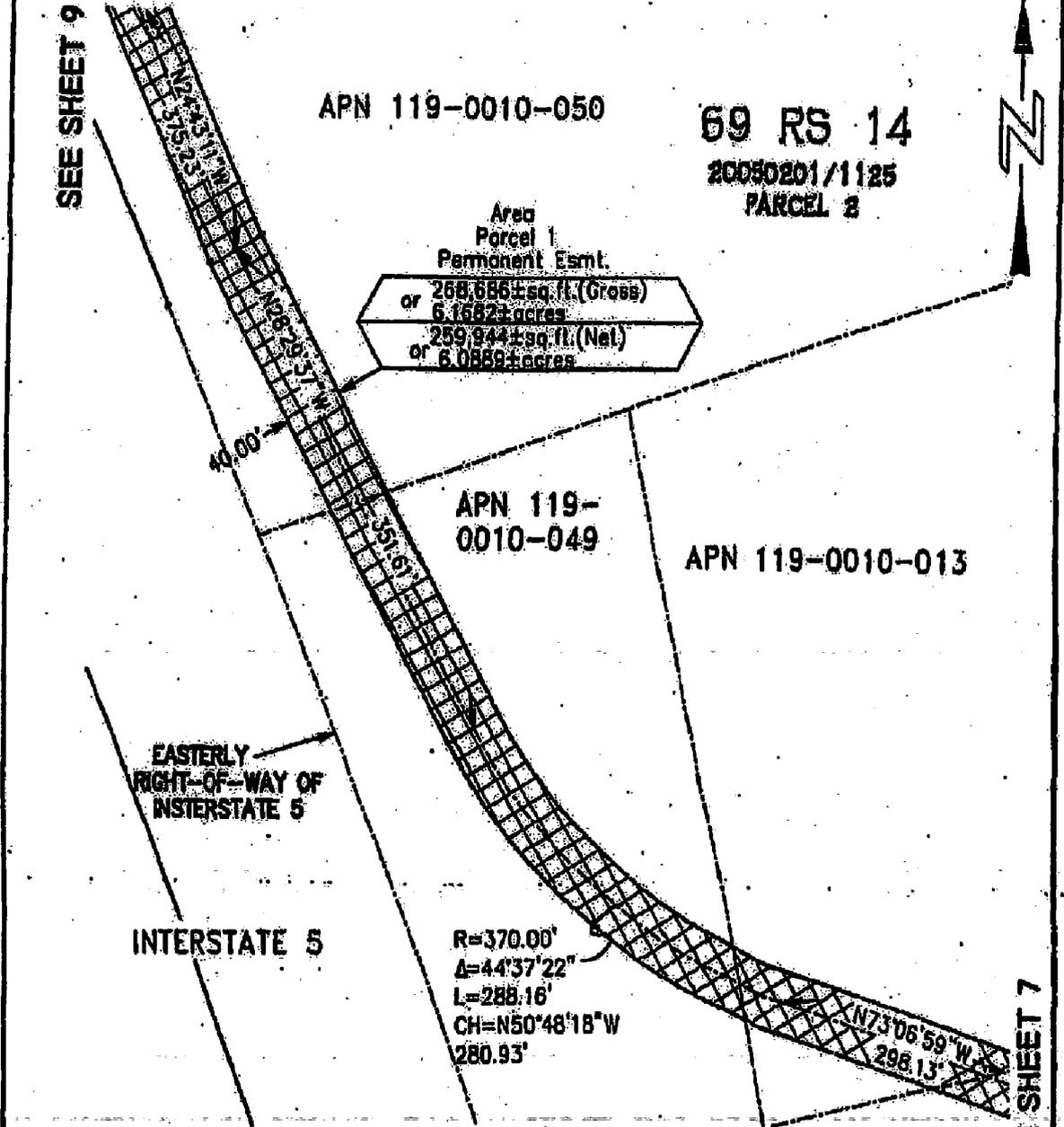
Permanent Easement in or near
119-0005, -006, -009, -013
119-0150, -051, 119-0190-025
119-0090-001, -005, -013

FREEPORT

REGIONAL WATER AUTHORITY

This exhibit is for graphic purposes only. Any errors, or omissions shall not affect the deed description.

SHEET 8 OF 9

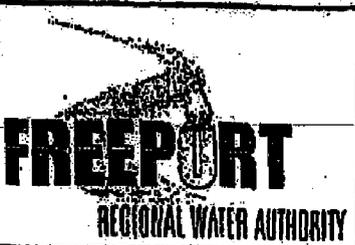


Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



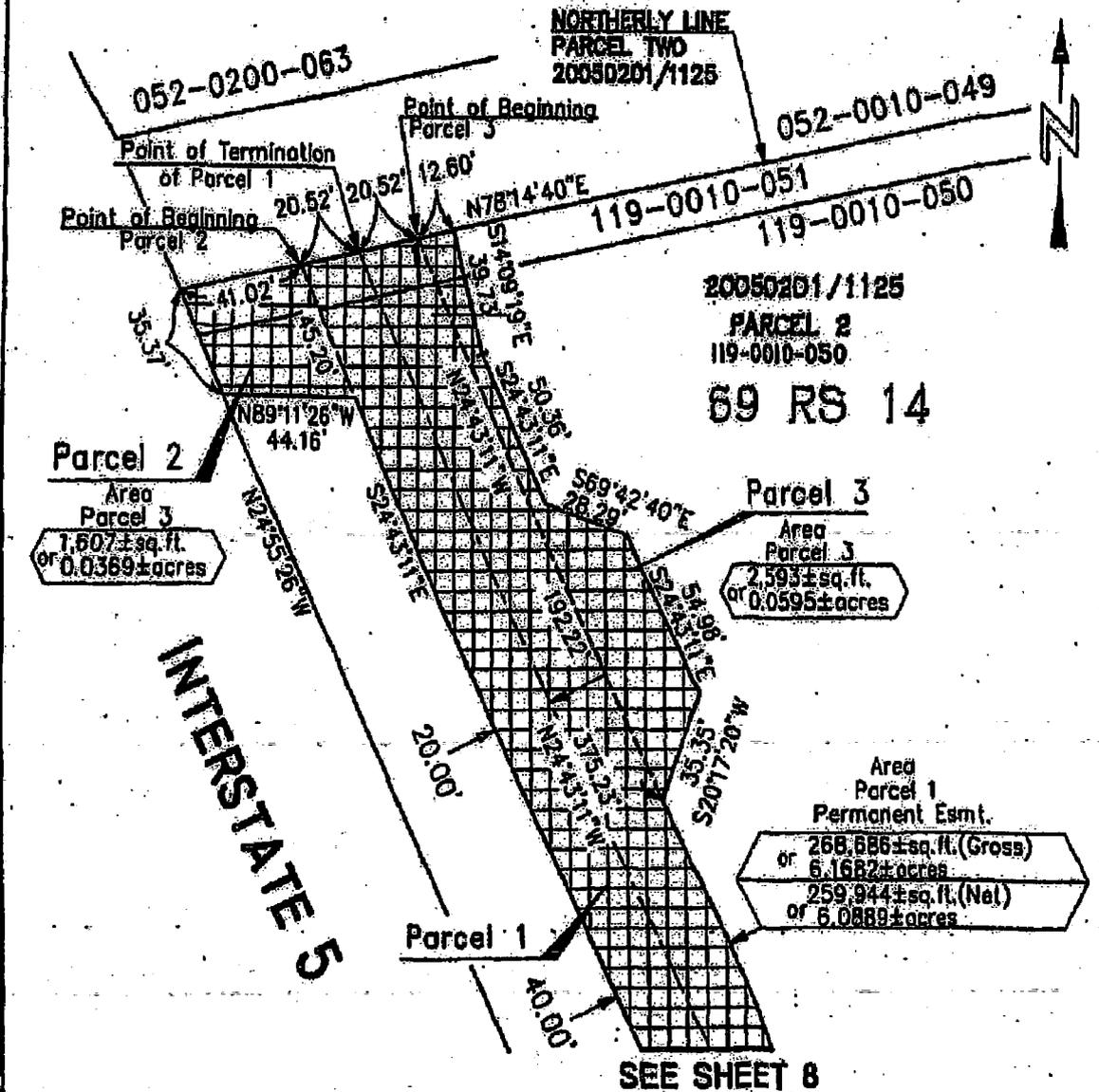
mt
 Mark Thomas & Company Inc.
 Scale 1"=100'
 Date 21-Mar-2007
 Drawn By saw
 Checked By DeLeon

EXHIBIT B to Accompany Legal Description
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA
 Permanent Easement in or near
 119-0010-005, -006, -009, -013
 -015, -049, -050, -051, 119-0190-025
 119-0090-001, -005, -013



This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 9 OF 9



Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.




Mark
Thoms &
Company
Inc.
Scale 1"=50'
Date 21-Mar-2007
Drawn By sow
Checked By DeLeon

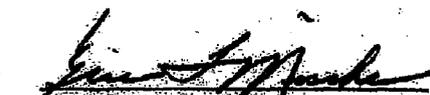
EXHIBIT B to Accompany Legal Description
**IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA**
Permanent Easement in or near
119-0010-005, -006, -009, -013
-015, -049, -050, -051, 119-0190-025
119-0090-001, -005, -013

FREEPORT
REGIONAL WATER AUTHORITY

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the Freeport Regional Water Authority ("FRWA"), a joint powers authority formed under a Joint Powers Agreement between the Sacramento County Water Agency and the East Bay Municipal Services District, by the within instrument; the provisions of which are incorporated by this reference as though fully set forth in this Certification, is hereby accepted by the undersigned officer on behalf of FRWA pursuant to the authority conferred by FRWA Board of Directors Resolution No. FWA-0052, adopted on October 13, 2005, and that the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: April 24, 2007

By: 
Eric Mische, Director

WHEN RECORDED RETURN TO:
Freeport Regional Water Authority Office
2710 S. Gateway Oaks Dr, #320
Sacramento, CA 95833



Sacramento County Recording
Craig A. Kraner, Clerk/Recorder
BOOK 20071115 PAGE 0760

Check Number 6779
Thursday, NOV 15, 2007 1:54:12 PM
T.L. Pd \$0.00 Nbr--0065154888

NO FEE DOCUMENT
Per Government Code 6103

SLT/22/1-14

APN: 053-0010-048 & 049

Project: Freeport Regional Water Authority

THIS SPACE FOR RECORDER'S USE ONLY

R&T 11922, Government agency acquiring title

GRANT OF NON-EXCLUSIVE EASEMENT

For valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, BOSWELL ALLIANCE CONSTRUCTION COMPANY, A CALIFORNIA CORPORATION, FORMERLY BOSWELL-SHAW CONSTRUCTION CO., A CALIFORNIA CORPORATION; SUZANNE NIELSEN, TRUSTEE OF THE LISA STONE KELLEY 2004 TRUST NO. 1 ESTABLISHED DECEMBER 15, 2004; J. W. "BILL" STONE AND MILDRED M. STONE, TRUSTEES OF THE LISA STONE KELLEY 2004 CHARITABLE REMAINDER UNTRUST ESTABLISHED DECEMBER 15, 2004; SUZANNE NIELSEN, TRUSTEE OF THE LISA STONE KELLEY 2004 TRUST NO. 2 ESTABLISHED DECEMBER 15, 2004; SUZANNE NIELSEN, TRUSTEE OF THE MELINDA C. STONE 2004 TRUST ESTABLISHED DECEMBER 15, 2004; J. W. "BILL" STONE AND MILDRED M. STONE, TRUSTEES OF THE MELINDA C. STONE 2004 CHARITABLE REMAINDER UNTRUST ESTABLISHED DECEMBER 15, 2004; J. W. "BILL" STONE AND MILDRED M. STONE, TRUSTEES OF THE BILL AND MILDRED STONE 2004 CHARITABLE REMAINDER UNTRUST; AND STONE ENTERPRISES, L.P., A CALIFORNIA LIMITED PARTNERSHIP; AND LESLIE F. BOSWELL, TRUSTEE, LESLIE F. BOSWELL 2006 LIVING TRUST, hereinafter collectively referred to as "Grantor," hereby grant to the FREEPORT REGIONAL WATER AUTHORITY, a joint powers authority formed under a Joint Powers Agreement between Sacramento County Water Agency and East Bay Municipal Utility District, hereinafter referred to as "FRWA," its successors and assigns, a non-exclusive perpetual easement for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, as FRWA may see fit, an underground pipe or pipelines for the transmission and distribution of water and all necessary braces, connections, fastenings and other appliances and fixtures including underground telemetry and electrical cables for use in connection therewith or appurtenant thereto, in, under, along and across that certain real property described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof (the "Easement Area"). The crown of any pipe or pipelines installed in the Easement Area by FRWA, and related connections, fastenings, fixtures and cables, shall at all times be a minimum of 8 feet below the surface of the land, except for necessary manholes, aboveground markers, and other related equipment.

TOGETHER with the perpetual right of ingress to and egress from said easement and the right at all times to enter in, over and upon said easement and every part thereof and also to use said easement for all purposes included in operating and using said pipe or pipelines.

This Grant of Easement is executed subject to all restrictions, and reservations, easements, covenants and conditions of record on the date hereof in the Office of County Recorder of Sacramento County, State of California, to the extent that the same are in force and effect and applicable to the Easement Area. Grantor reserves the right to maintain other easements within the Easement Area for utility and other purposes.

10349\36295673

GRANT OF NON-EXCLUSIVE EASEMENT

(Continued)

Page 2

Project: FRWP

APN: 053-0010-048 & 049

Any use of this Easement Area by the Grantor, or Grantor's assignees or successors in interest, except for use as (1) roadway to be identified as Consumnes River Boulevard, together with associated arterial roadway, future intersection and traffic control improvements and appurtenances; (2) lawn or similar landscaping groundcover; (3) areas planted with species typically associated with landscape parkway corridors within the City of Sacramento; and/or (4) roadways, utilities, curbs, gutters, driveways or surface parking, and appurtenances, shall not be permitted except upon approval by, and at the reasonable discretion of, FRWA. Any of said allowable uses shall not be installed in a manner that will unreasonably impede vehicular access by FRWA for maintenance purposes. Any other use proposed by Grantor must be approved by FRWA's Program Manager in writing prior to such construction or use of the area by Grantor. In order to allow FRWA to use the easement at any time pursuant to its rights granted herein, FRWA retains the right to remove all or any part of any improvements installed by the Grantor, its assignees or successors in interest, regardless of whether such improvements were installed as a matter of right under this easement or pursuant to the discretionary approval of FRWA's Program Manager. Any use within the Easement Area not installed as a matter of right or not approved by FRWA shall not in any way limit FRWA's rights under this easement. FRWA shall be responsible for the cost of removal and replacement of any roadways and associated appurtenances, underground and surface utilities and associated appurtenances, and landscaping and paving improvements, installed and maintained as a matter of right under the terms of this easement, in connection with any work performed or permitted by FRWA in the Easement Area. FRWA shall not be liable for any such cost of removal and replacement for any improvements constructed or maintained by Grantor, its assignees or successors, within the Easement Area pursuant to the discretionary approval of FRWA's Program Manager, unless otherwise so agreed by FRWA at the time of such approval.

FRWA agrees to exercise reasonable care to avoid damage to the Easement Area and all property or improvements that may at any time be thereon or thereunder, including any utilities located thereunder. In the event FRWA enters into the Easement Area and performs work thereon, FRWA shall use its best efforts to minimize FRWA's interference with Grantor's use of the Easement Area and Grantor's property. Except as otherwise set forth herein, each time that FRWA enters the Easement Area to conduct any work permitted or required to be performed hereunder, FRWA at its sole cost and expense shall repair and replace all of Grantor's improvements and landscaping located thereon which are damaged or altered as a result of such work, and FRWA shall otherwise restore the Easement Area to a condition at least as good as existed prior to such entry and work. All such work shall be completed promptly after FRWA's entrance onto the Easement Area. FRWA will not allow any liens or claims attributable to FRWA's work or improvements upon the Easement Area or Grantor's property. FRWA will indemnify, defend and hold harmless Grantor, Grantor's property, and the Easement Area against all liens, claims, liabilities or demands arising from or relating to FRWA's work upon, the presence of, or the use of, the Easement Area, including, without limitation, the release, discovery, or remediation, of hazardous or toxic substances or materials. FRWA shall name Grantor as an additional insured in any general liability insurance applicable to the facilities in the Easement Area.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

TO HAVE AND TO HOLD, all and singular, the rights above described unto the FRWA and the FRWA's successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this indenture this 27th day of September, 2007.
GRANTOR:

BOSWELL ALLIANCE CONSTRUCTION COMPANY

mailing address:

By: Jamie Boswell Sharp
Jamie Boswell Sharp
President

Boswell Alliance Construction Company
1686 Union Street, Ste #306
San Francisco, CA 94123

GRANT OF NON-EXCLUSIVE EASEMENT
(Continued)

Page 3
Project: FRWP
APN: 053-0010-048 & 049

LESLIE F. BOSWELL 2006 LIVING TRUST

mailing address:

By: Leslie F. Boswell
Leslie F. Boswell, Trustee

1364 Chuckanut Drive
Bellingham, WA 98229

**LISA STONE KELLEY 2004 TRUST NO. 1 ESTABLISHED
DECEMBER 15, 2004**

Suzanne Nielsen, Trustee

**LISA STONE KELLEY 2004 CHARITABLE REMAINDER UNITRUST
ESTABLISHED DECEMBER 15, 2004**

J. W. "Bill" Stone, Trustee

Mildred M. Stone, Trustee

**LISA STONE KELLEY 2004 TRUST NO. 2
ESTABLISHED DECEMBER 15, 2004**

Suzanne Nielsen, Trustee

**MELINDA C. STONE 2004 TRUST
ESTABLISHED DECEMBER 15, 2004**

Suzanne Nielsen, Trustee

**MELINDA C. STONE 2004 CHARITABLE REMAINDER UNITRUST
ESTABLISHED DECEMBER 15, 2004**

J. W. "Bill" Stone, Trustee

Mildred M. Stone, Trustee

10349\362856v3

GRANT OF NON-EXCLUSIVE EASEMENT
(Continued)

Page 3
Project: FRWP
APN: 053-0010-048 & 049

LESLIE F. BOSWELL 2006 LIVING TRUST

mailing address:

By: _____
Leslie F. Boswell, Trustee

1364 Chuckanut Drive
Bellingham, WA 98229

**LISA STONE KELLEY 2004 TRUST NO. 1 ESTABLISHED
DECEMBER 15, 2004**



Suzanne Nielsen, Trustee

**LISA STONE KELLEY 2004 CHARITABLE REMAINDER UNITRUST
ESTABLISHED DECEMBER 15, 2004**



J.W. "Bill" Stone, Trustee


Mildred M. Stone, Trustee

**LISA STONE KELLEY 2004 TRUST NO. 2
ESTABLISHED DECEMBER 15, 2004**



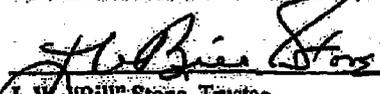
Suzanne Nielsen, Trustee

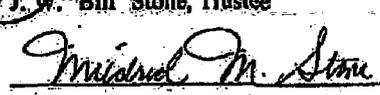
**MELINDA C. STONE 2004 TRUST
ESTABLISHED DECEMBER 15, 2004**



Suzanne Nielsen, Trustee

**MELINDA C. STONE 2004 CHARITABLE REMAINDER UNITRUST
ESTABLISHED DECEMBER 15, 2004**



J.W. "Bill" Stone, Trustee


Mildred M. Stone, Trustee

10349\362856v3

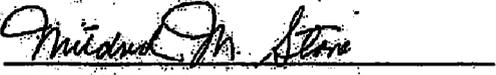
GRANT OF NON-EXCLUSIVE EASEMENT
(Continued)

Page 4
Project: FRWP
APN: 053-0010-048 & 049

BILL AND MILDRED STONE 2004 CHARITABLE REMAINDER UNITRUST



J. W. "Bill" Stone, Trustee



Mildred M. Stone, Trustee

STONE ENTERPRISES, L.P.

By: 

J. W. "Bill" Stone, General Partner

By: 

Mildred M. Stone, General Partner

mailing address for Stone entities:

36 Keel Court
Sacramento, CA 95831

ACKNOWLEDGMENT

STATE OF Colorado)
~~CALIFORNIA~~)
COUNTY OF Adams) ss.

On 9-27, 2007 before me, Nancy Curran, Notary Public, personally appeared JAMIE BOSWELL SHARP, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Nancy Curran
Signature of Notary

[SEAL]



My Commission Expires May 18, 2008

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Sacramento) ss.

On Sept 26, 2007 before me, L. Bishop, Notary Public, personally appeared SUZANNE NIELSEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



L. Bishop
Signature of Notary

[SEAL]

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Sacramento) ss.

On Sept 26, 2007 before me, L. Bishop, Notary Public, personally appeared J.W. "BILL" STONE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



L. Bishop
Signature of Notary

[SEAL]

Exhibit A Page 1 of 1

In APN's 053-0010-048 & -049

All that portion of land in Section 18, Township 7 North, Range 5 East, Mount Diablo Base and Meridian described and designated PARCELS ONE and TWO in the Grant Deed to Bill and Mildred Stone, trustees recorded December 17, 2004 in Book 20041217, at Page 0709, Official Records of Sacramento County, described as follows:

A 40.00 feet wide strip of land lying 20.00 feet, as measured at right angles, on each side of the following described centerline:

Commencing at the Northwest corner of the land described as Parcel No. 1 in the Grant Deed to the Sacramento Regional County Sanitation District, recorded February 20, 1975, in Book 750220, Page 230, Official Records of Sacramento County, thence along the west line of said PARCEL TWO, North 00°08'00" East 5.00 feet to the Point of Beginning; thence North 71°46'12" East 95.52 feet; thence North 89°36'56" East 2665.49 feet; thence along a curve to the right, having a radius of 1535.50 feet, a chord bearing South 84°02'06" East 339.63 feet, through a central angle of 12°41'56" an arc length of 340.33 feet to the north line of said Parcel No. 1 and the Point of Termination.

The sidelines of said strip shall be lengthened or shortened to extend from the west line of said PARCEL TWO to the northerly line of said Parcel No. 1.

Containing an area of 2.8350 acres, more or less.

The bearings and distances used in the above description are based upon the California Coordinate System of 1983, Zone 2. Divide the above distances by 0.99997 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company Inc., by me, or under my direction, in conformance with the Professional Land Surveyor's Act.


Albert De Leon LS 7716



August 25, 2006
Date

This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 1 OF 2



APN 119-0090-001
 20050201/1125
 PARCEL 4

APN 053-0010-049
 20041217/0709
 PARCEL TWO

APN 053-0010-048

20041217/0709

PARCEL ONE

40.00'

Permanent Esmt.

123,491 sq. ft.
 or 2.8350± acres

R=1535.50'

A=12°41'56"

L=340.33'

CH=584°02'06"E 339.63'

N89°36'56"E 2665.49'

60 RS 14
 20050201/1125
 PARCEL 6

N89°40'35"E 3094.00'

NORTH LINE OF
 PARCEL No. 1
 750220 OR 230

POT

APN 119-0090-005

APN 119-0090-013

Albert De Leon

APN 119-0090-014
 750220/230
 PARCEL No. 1



POB - Point of Beginning
 POT - Point of Termination
 Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. DMD distances shown by 0.99997 to get ground level distances.



mt
 Mark Thomas & Company Inc.
 Scale 1"=500'
 Date 29 Aug 2006
 Drawn By saw
 Checked By DeLeon

EXHIBIT B to Accompany Legal Description
 IN THE COUNTY OF SACRAMENTO
 CALIFORNIA

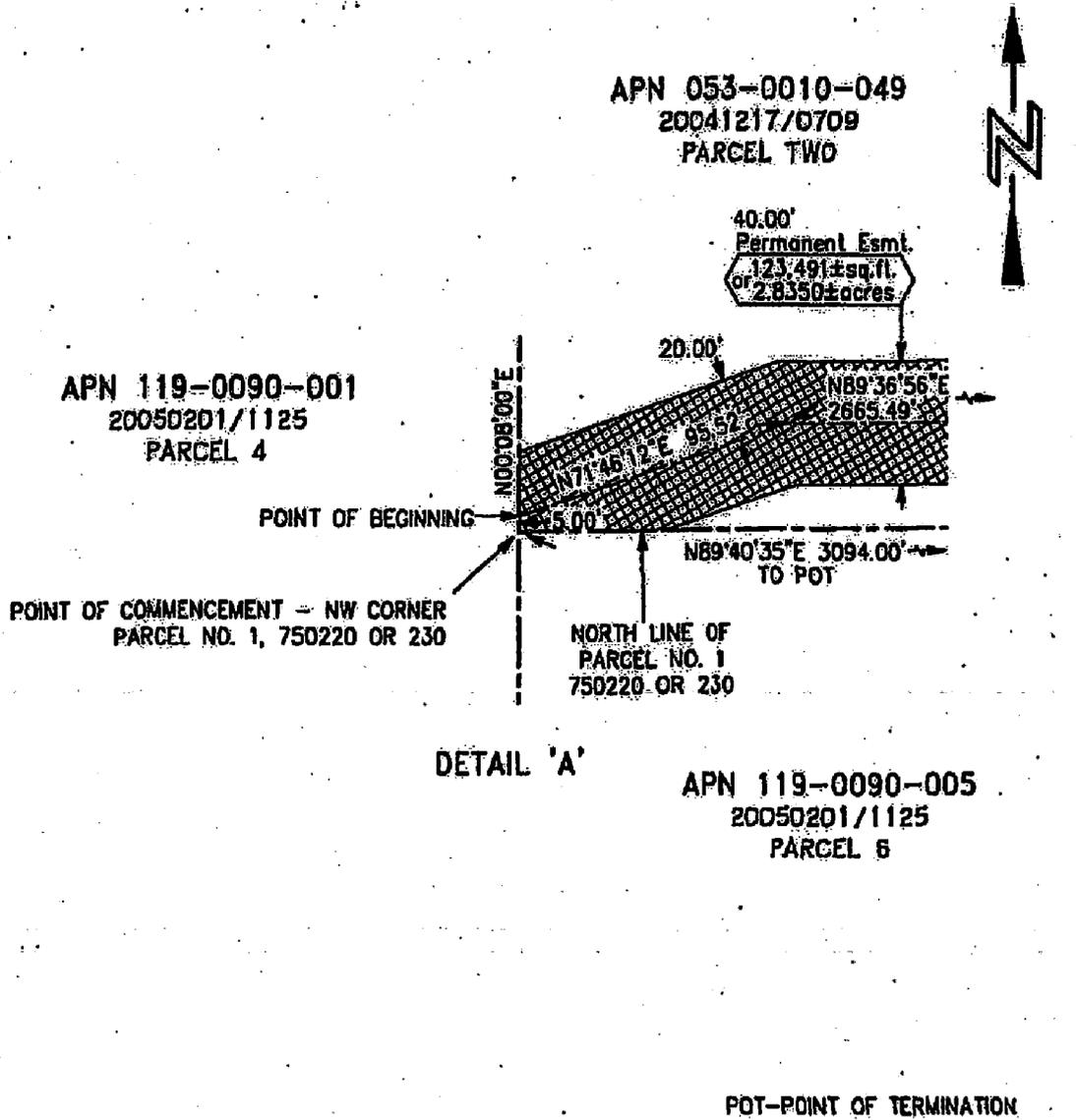
Permanent Easement in or near

053-0010-048 & -049



This exhibit is for graphic purposes only. Any errors or omissions shall not affect the deed description.

SHEET 2 OF 2



POB - Point of Beginning

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



mt
 Mark Thomas & Company Inc.
 Scale 1"=50'
 Date 29 Aug 2006
 Drawn By saw
 Checked By DeLeon

EXHIBIT B to Accompany Legal Description IN THE COUNTY OF SACRAMENTO CALIFORNIA

Permanent Easement in or near
053-0010-048 & -049



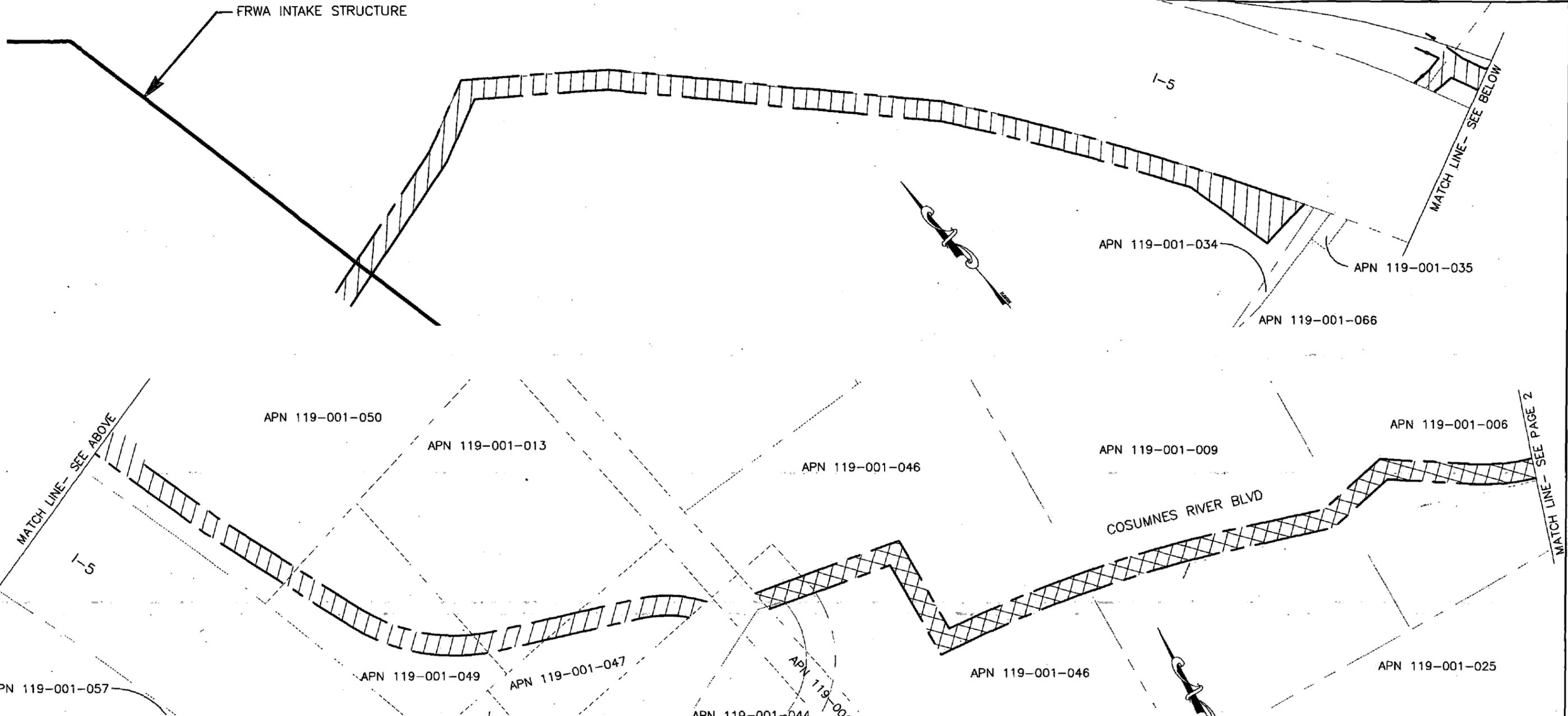
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the Freeport Regional Water Authority ("FRWA"), a joint powers authority formed under a Joint Powers Agreement between the Sacramento County Water Agency and the East Bay Municipal Services District, by the within instrument, the provisions of which are incorporated by this reference as though fully set forth in this Certification, is hereby accepted by the undersigned officer on behalf of FRWA pursuant to the authority conferred by FRWA Board of Directors Resolution No. FWA-0052, adopted on October 13, 2005, and that the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: October 23, 2007

By:


Eric Mische, Director



LEGEND

- LIMIT OF COSUMNES RIVER BLVD PROJECT
- FRWA EASEMENT
- PARCEL LIMITS
- EASEMENT USE AREA



MARK THOMAS & COMPANY, INC.
 PROVIDING ENGINEERING, SURVEYING, & PLANNING SERVICES
 7300 FOLSOM BLVD., SUITE 203
 SACRAMENTO, CALIFORNIA 95826

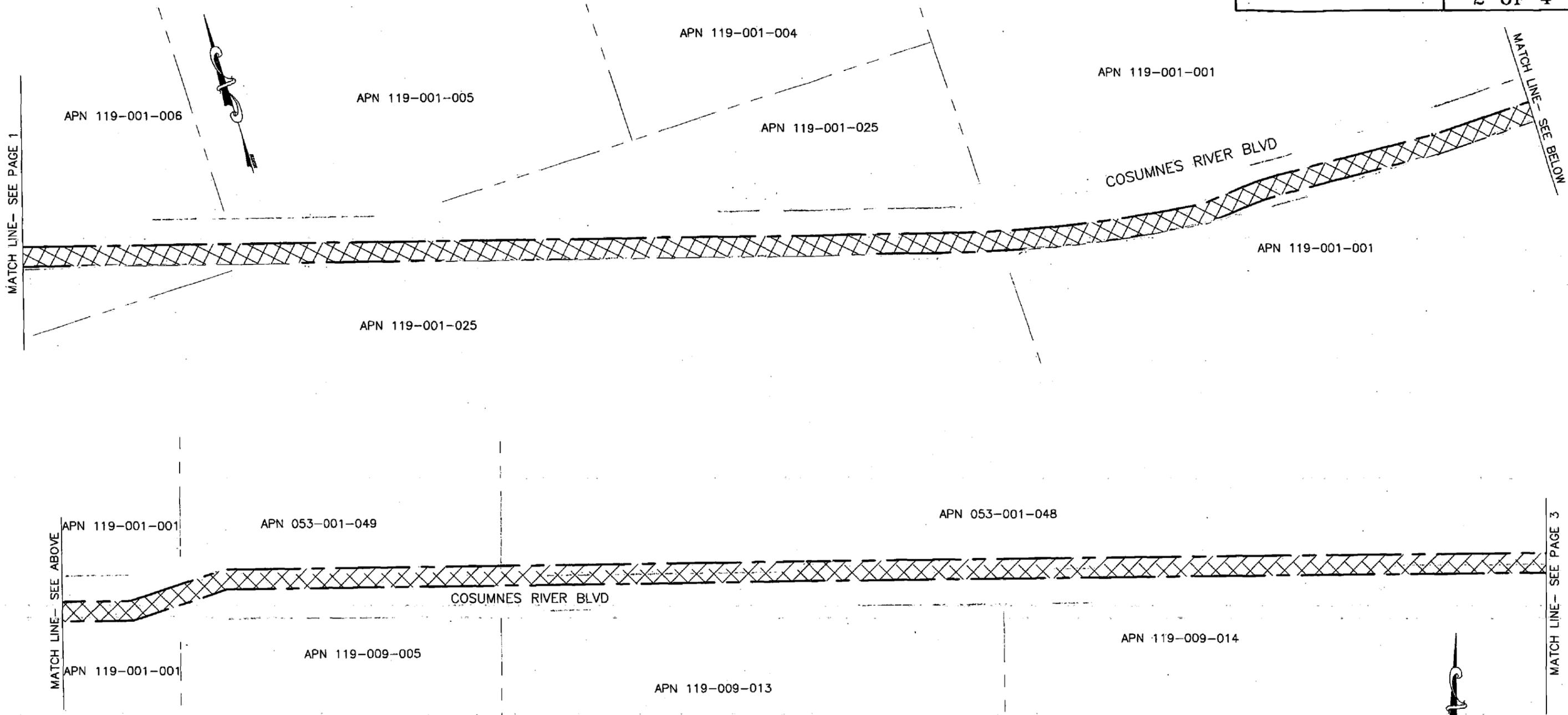
EXHIBIT "B"

DRAWN BY: K.D. DATE: 07-25-12
 CHECKED BY: Z.S. SCALE: 1"=200'
 APPROVED BY: _____

CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS

Exhibit to Accompany
 Easement Use Agreement
~~Existing FRWA Easement~~
 "Easement Use Area"

Sheet 1 of 4



LEGEND

- LIMIT OF COSUMNES RIVER BLVD PROJECT
- FRWA EASEMENT
- PARCEL LIMITS
- EASEMENT USE AREA



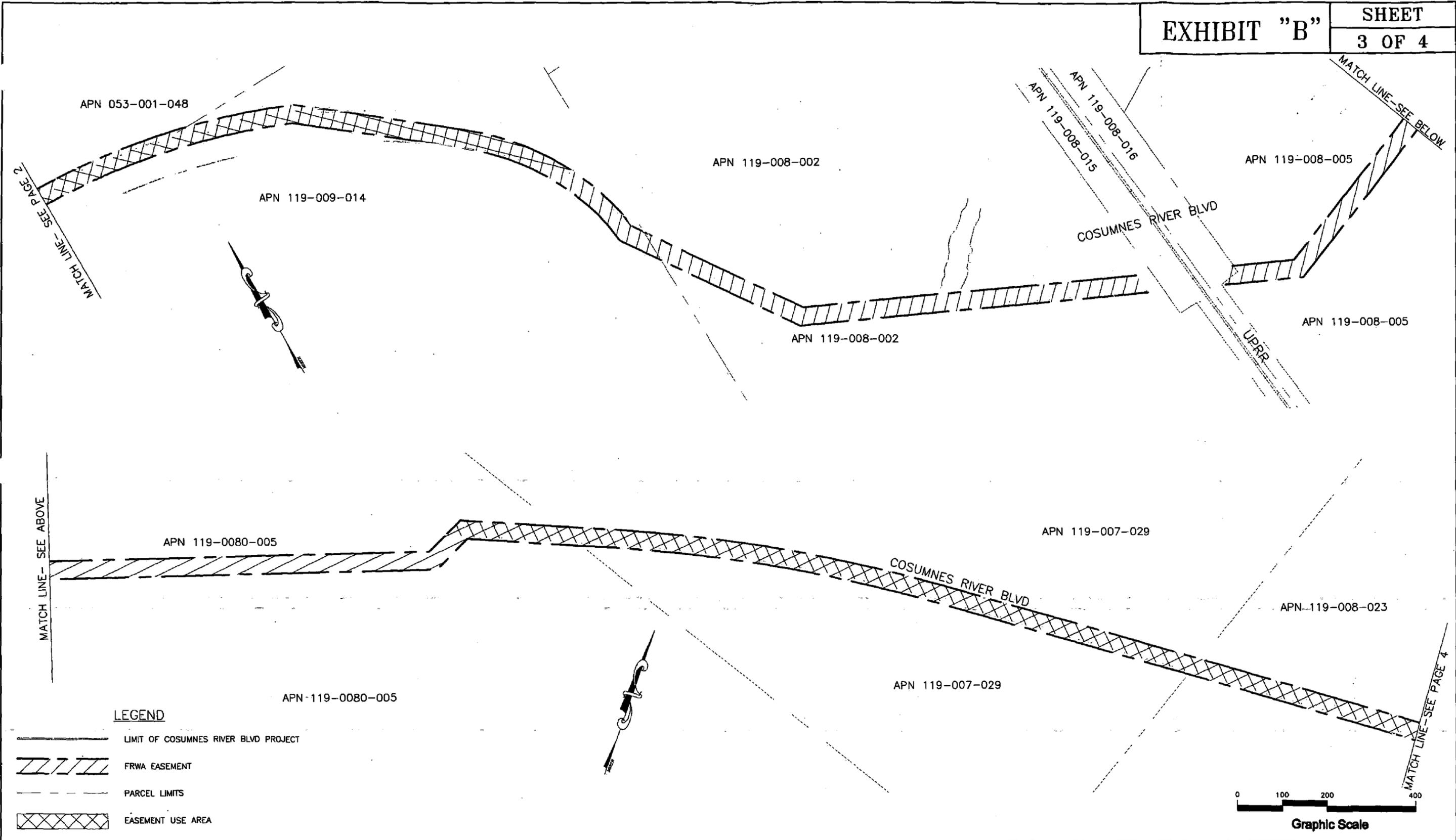
MARK THOMAS & COMPANY, INC.
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 SACRAMENTO, CALIFORNIA 95826

EXHIBIT "B"

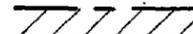
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 "Easement Use Area"



LEGEND

-  LIMIT OF COSUMNES RIVER BLVD PROJECT
-  FRWA EASEMENT
-  PARCEL LIMITS
-  EASEMENT USE AREA



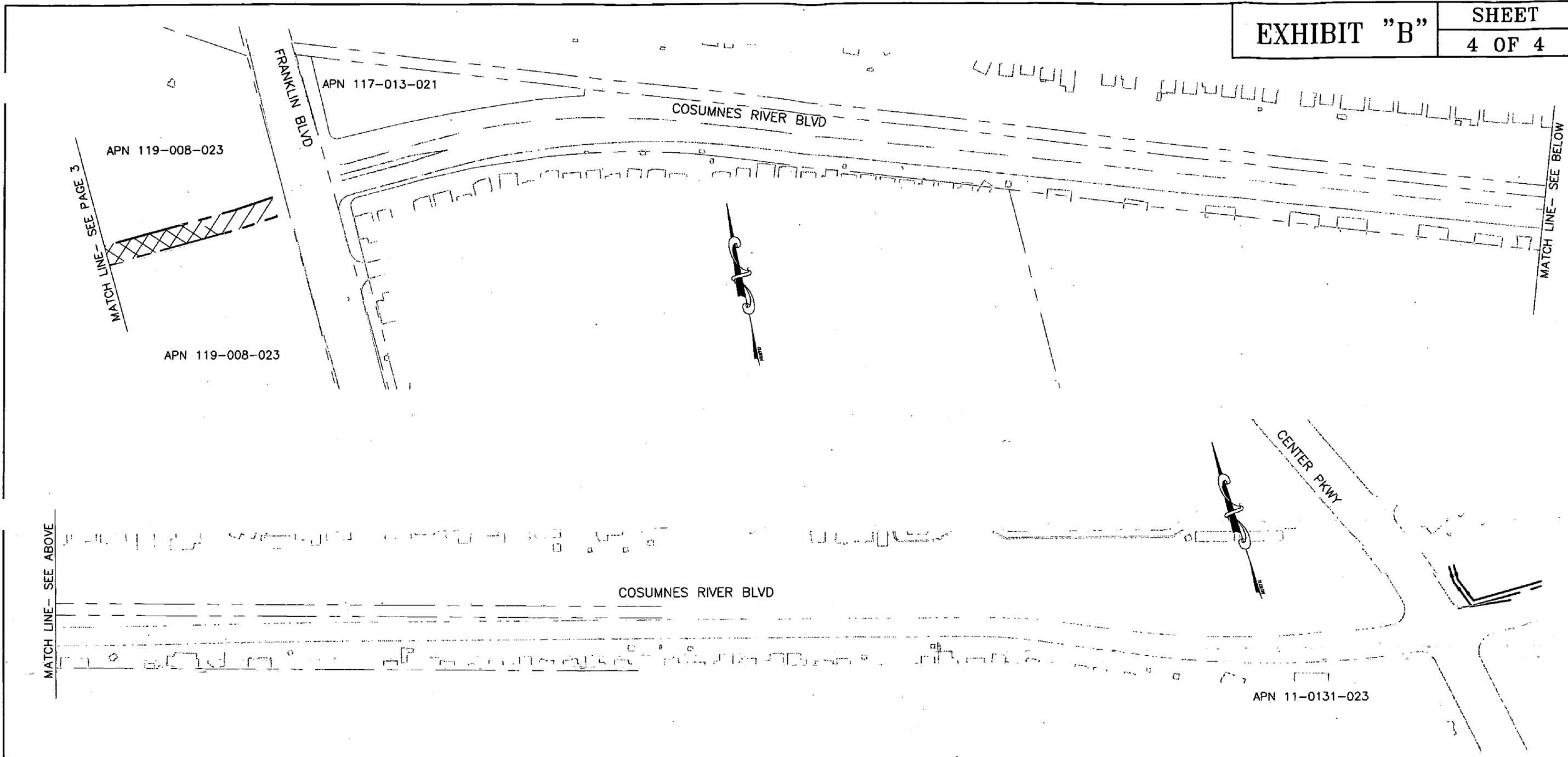
MARK THOMAS & COMPANY, INC.
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 SACRAMENTO, CALIFORNIA 95826

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LEGEND

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- FRWA EASEMENT
- PARCEL LIMITS
- EASEMENT USE AREA



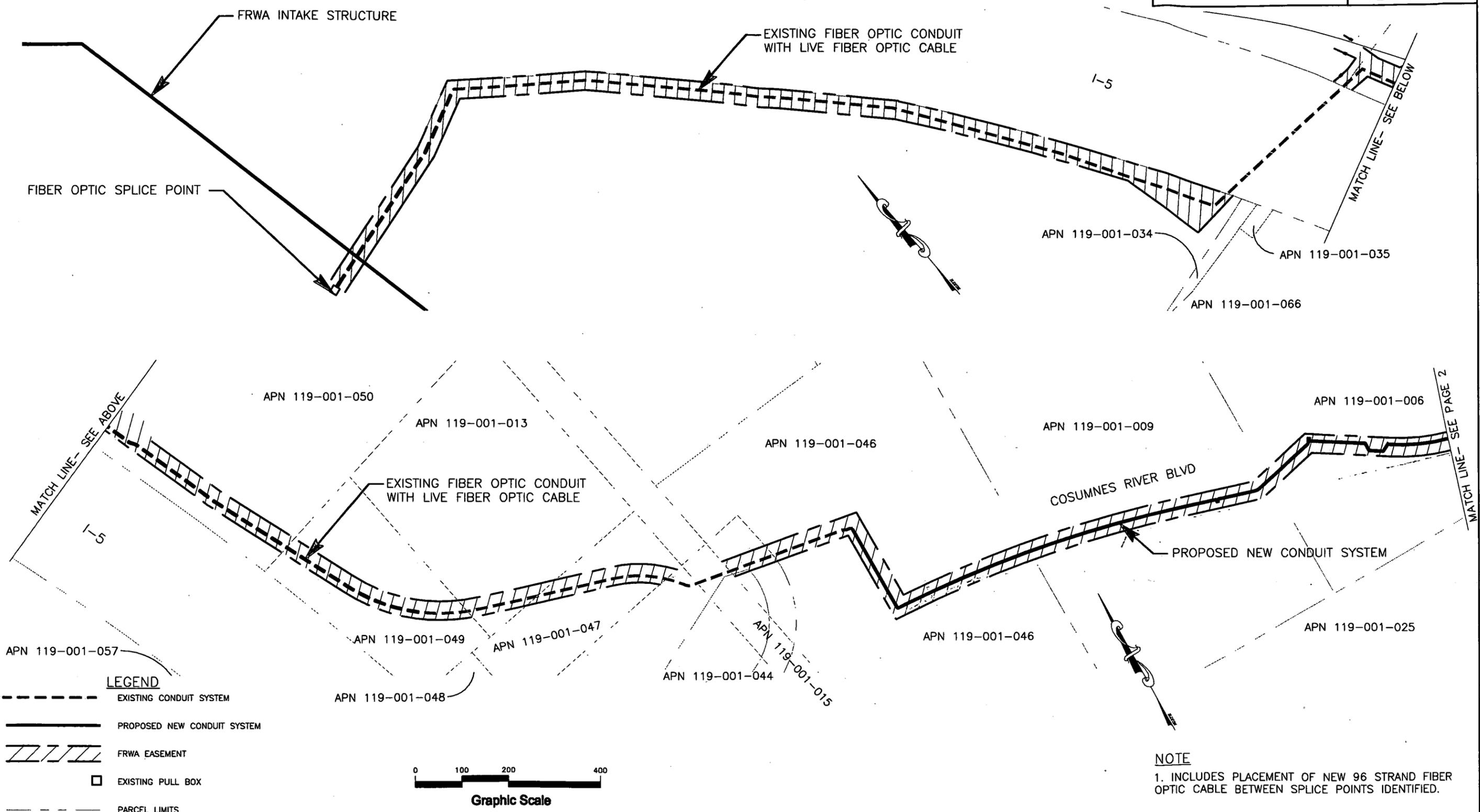
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CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS

Exhibit to Accompany
 Easement Use Agreement
~~Existing FRWA Easement~~
 "Easement Use Area"



NOTE
 1. INCLUDES PLACEMENT OF NEW 96 STRAND FIBER OPTIC CABLE BETWEEN SPLICE POINTS IDENTIFIED.



MARK THOMAS & COMPANY, INC.
 PROVIDING ENGINEERING, SURVEYING, & PLANNING SERVICES
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 SACRAMENTO, CALIFORNIA 95826

EXHIBIT "C"

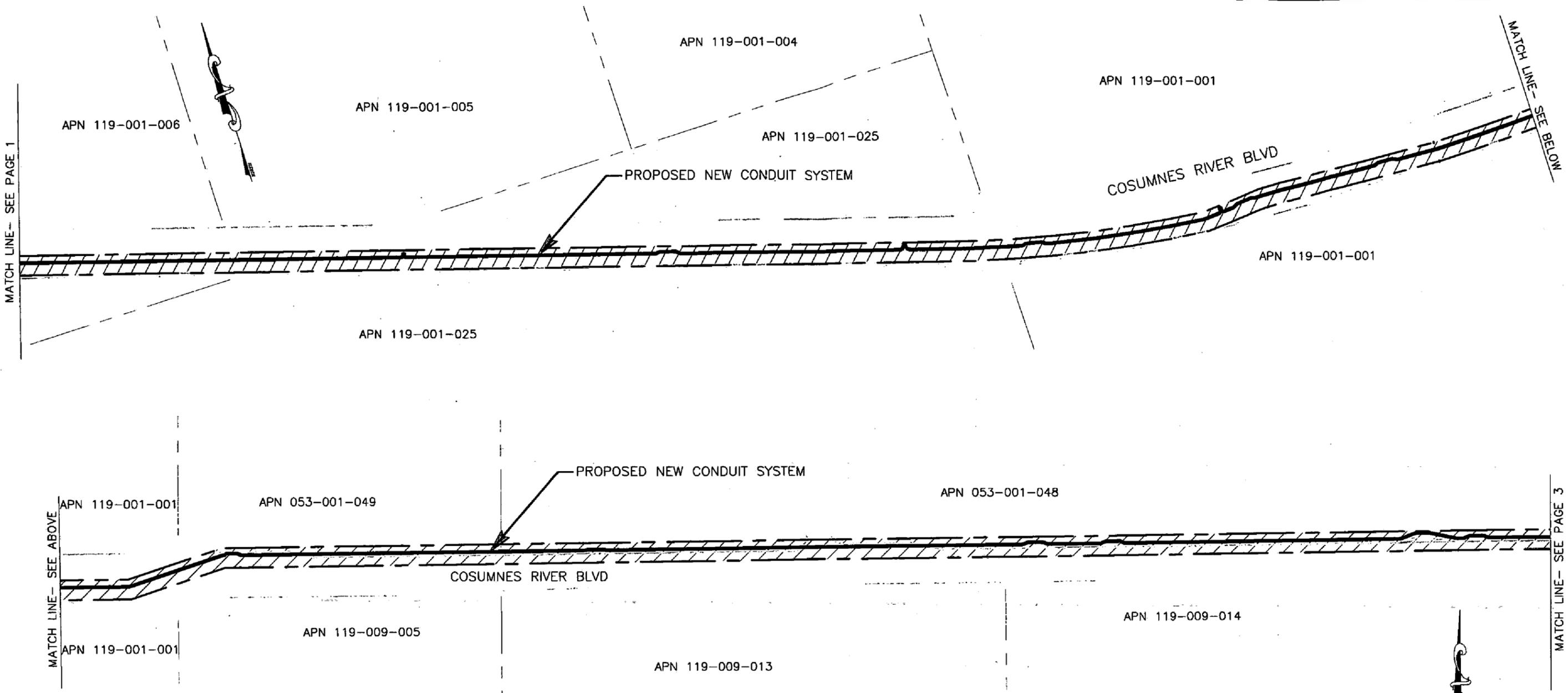
DRAWN BY: K.D. DATE: 07-25-12
 CHECKED BY: Z.S. SCALE: 1"=200'
 APPROVED BY: _____

CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS

Exhibit to Accompany
 Easement Use Agreement
~~Option 3~~ FRWA Fiber Optic Relocation
 "Replacement FO System"

OPTION
 3

Sheet 1 of 4



- LEGEND**
- EXISTING CONDUIT SYSTEM
 - PROPOSED NEW CONDUIT SYSTEM
 - ▨ FRWA EASEMENT
 - EXISTING PULL BOX
 - - - - - PARCEL LIMITS



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 **MARK THOMAS & COMPANY, INC.**
PROVIDING ENGINEERING, SURVEYING, & PLANNING SERVICES
7300 FOLSOM BLVD., SUITE 203
SACRAMENTO, CALIFORNIA 95828

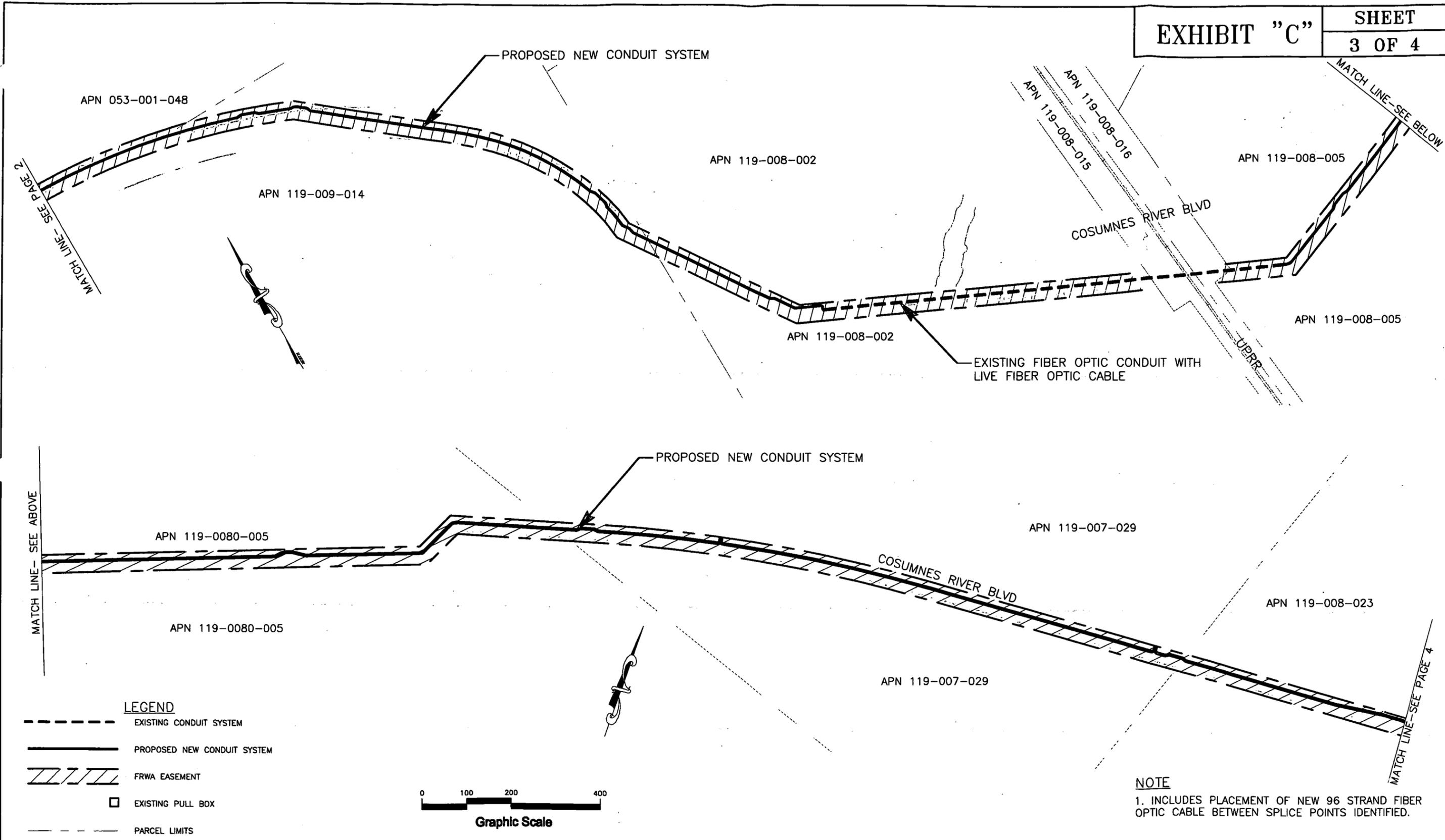
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DRAWN BY: K.D. DATE: 07-25-12
CHECKED BY: Z.S. SCALE: 1"=200'
APPROVED BY: _____

CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS

Exhibit to Accompany
Easement Use Agreement
~~Option 3~~ FRWA Fiber Optic Relocation
"Replacement FO System"

~~OPTION~~
3
Sheet 2 of 4



- LEGEND**
- EXISTING CONDUIT SYSTEM
 - PROPOSED NEW CONDUIT SYSTEM
 - /// FRWA EASEMENT
 - EXISTING PULL BOX
 - - - PARCEL LIMITS

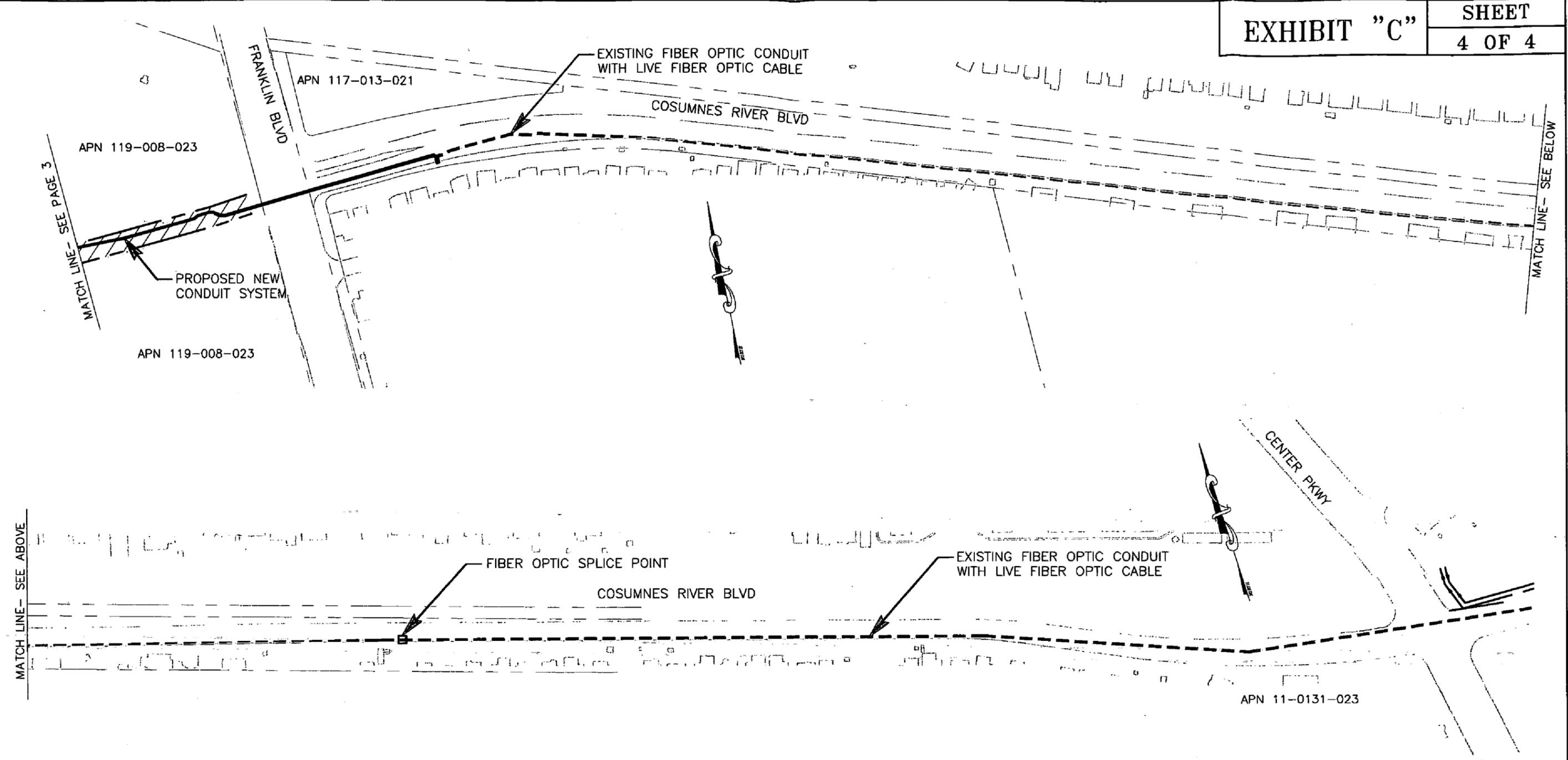


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EXHIBIT "C"
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CHECKED BY: Z.S. SCALE: 1"=200'
APPROVED BY: _____

CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS
Exhibit to Accompany
Easement Use Agreement
~~Option 3~~ FRWA Fiber Optic Relocation
"Replacement FO System"
OPTION 3
Sheet 3 of 4



- LEGEND**
- EXISTING CONDUIT SYSTEM
 - PROPOSED NEW CONDUIT SYSTEM
 - /// FRWA EASEMENT
 - EXISTING PULL BOX
 - - - - - PARCEL LIMITS



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PROVIDING ENGINEERING, SURVEYING, & PLANNING SERVICES
7300 FOLSOM BLVD., SUITE 203
SACRAMENTO, CALIFORNIA 95826

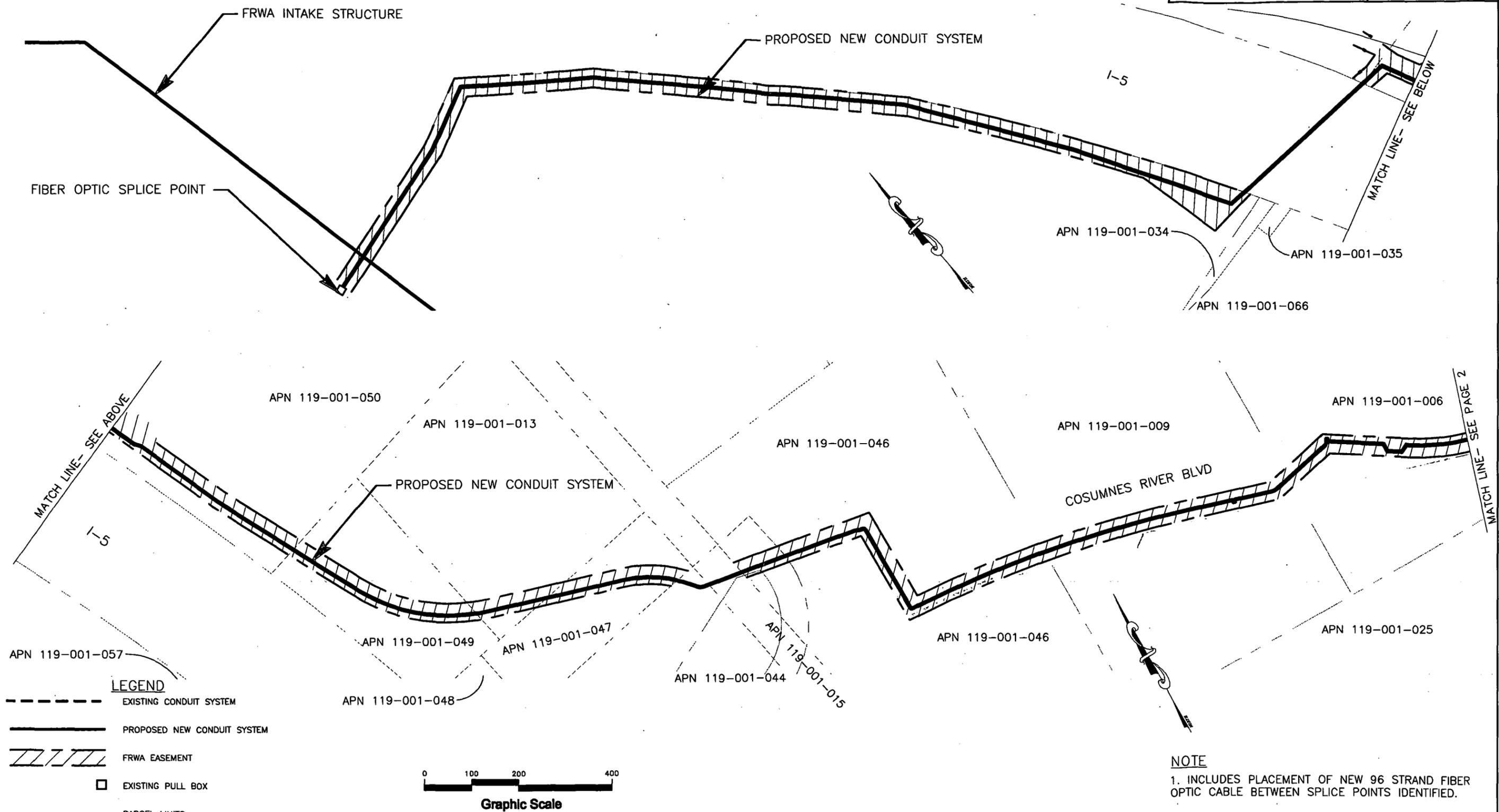
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DRAWN BY: K.D. DATE: 07-25-12
CHECKED BY: Z.S. SCALE: 1"=200'
APPROVED BY: _____

CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS

Exhibit to Accompany
Easement Use Agreement
~~Option 3~~ FRWA Fiber Optic Relocation
"Replacement FO System"

OPTION-3
Sheet 4 of 4



MARK THOMAS & COMPANY, INC.
 PROVIDING ENGINEERING, SURVEYING, & PLANNING SERVICES
 7300 FOLSOM BLVD., SUITE 203
 SACRAMENTO, CALIFORNIA 95826

EXHIBIT "D"

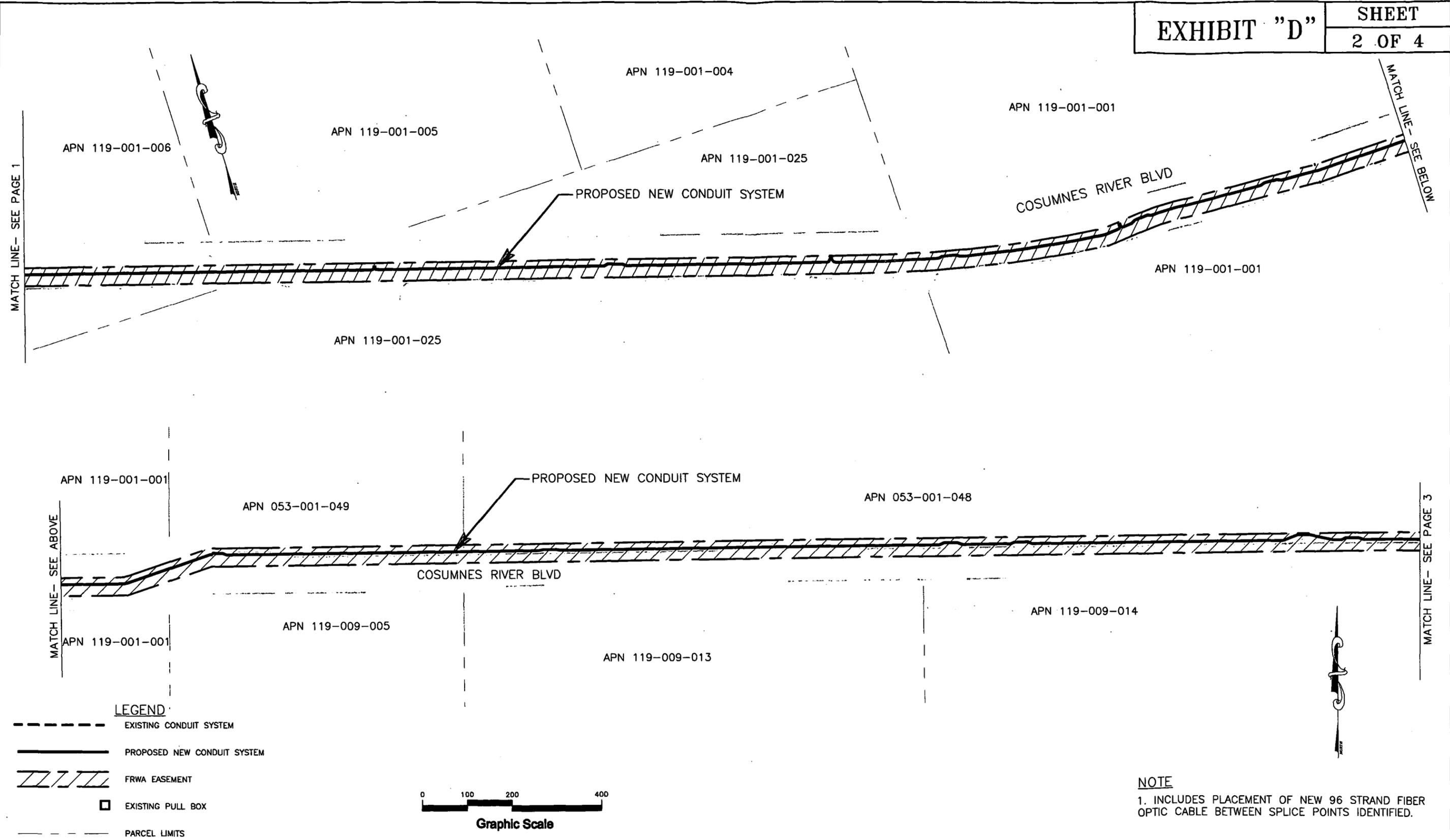
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 CHECKED BY: Z.S. SCALE: 1"=200'
 APPROVED BY: _____

CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS

Exhibit to Accompany
 Easement Use Agreement
~~Option 4 - FRWA Fiber Optic Relocation~~
 "Replacement FO System - Option No. 4"

OPTION
4

Sheet 1 of 4

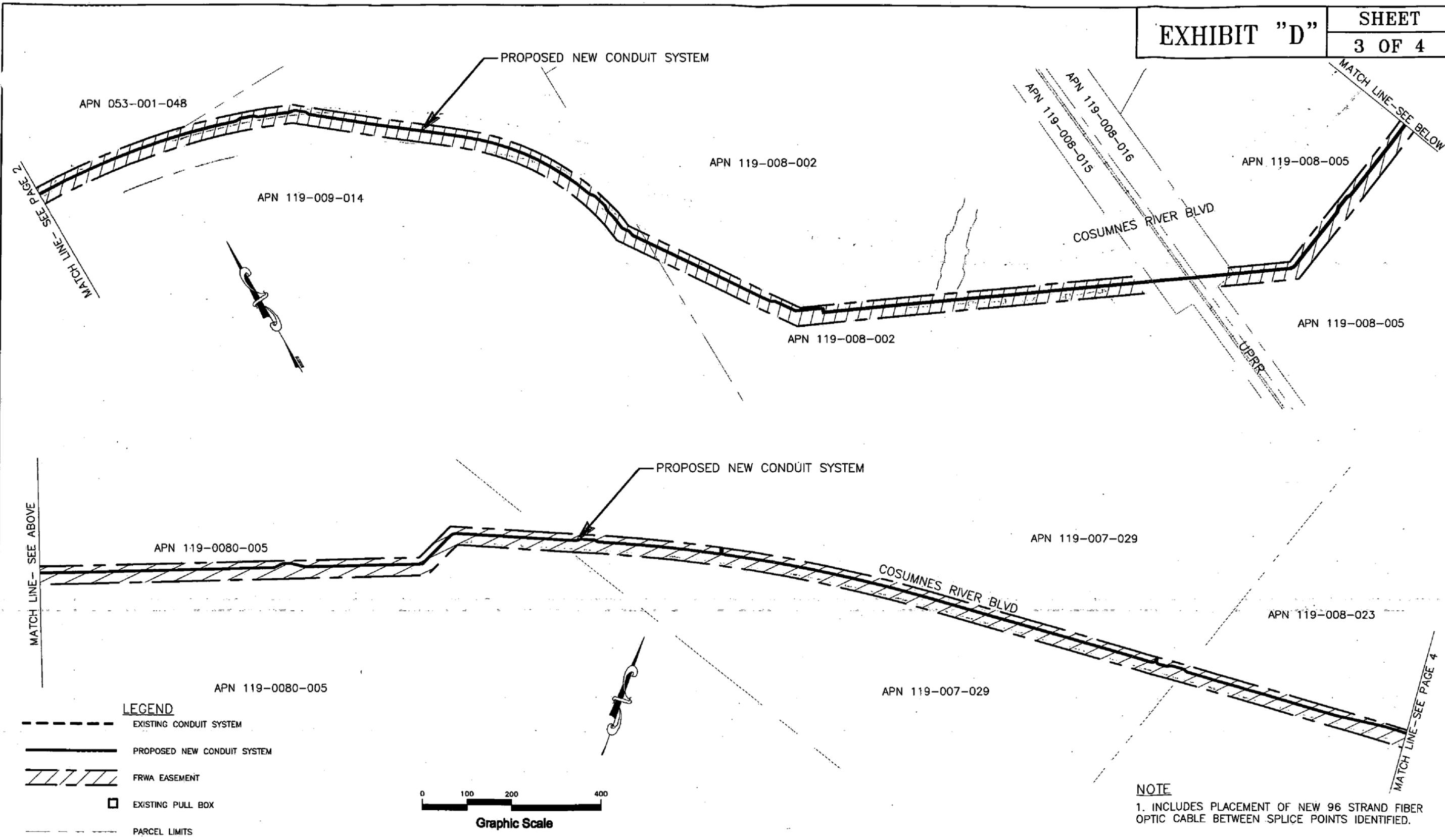


LEGEND

- EXISTING CONDUIT SYSTEM
- PROPOSED NEW CONDUIT SYSTEM
- /// FRWA EASEMENT
- EXISTING PULL BOX
- - - - - PARCEL LIMITS

NOTE
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 <p>MARK THOMAS & COMPANY, INC. PROVIDING ENGINEERING, SURVEYING, & PLANNING SERVICES 7300 FOLSOM BLVD., SUITE 203 SACRAMENTO, CALIFORNIA 95826</p>	<p>EXHIBIT "D"</p> <p>DRAWN BY: <u>K.D.</u> DATE: <u>07-25-12</u> CHECKED BY: <u>Z.S.</u> SCALE: <u>1"=200'</u> APPROVED BY: _____</p>	<p>CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS</p> <p>Exhibit to Accompany Easement Use Agreement Option 4 - FRWA Fiber Optic Relocation "Replacement FO System - Option No. 4"</p>	<p>OPTION 4</p> <p>Sheet 2 of 4</p>
	<p>91 of 96</p>		



- LEGEND**
- EXISTING CONDUIT SYSTEM
 - PROPOSED NEW CONDUIT SYSTEM
 - /// FRWA EASEMENT
 - EXISTING PULL BOX
 - - - - - PARCEL LIMITS

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 **MARK THOMAS & COMPANY, INC.**
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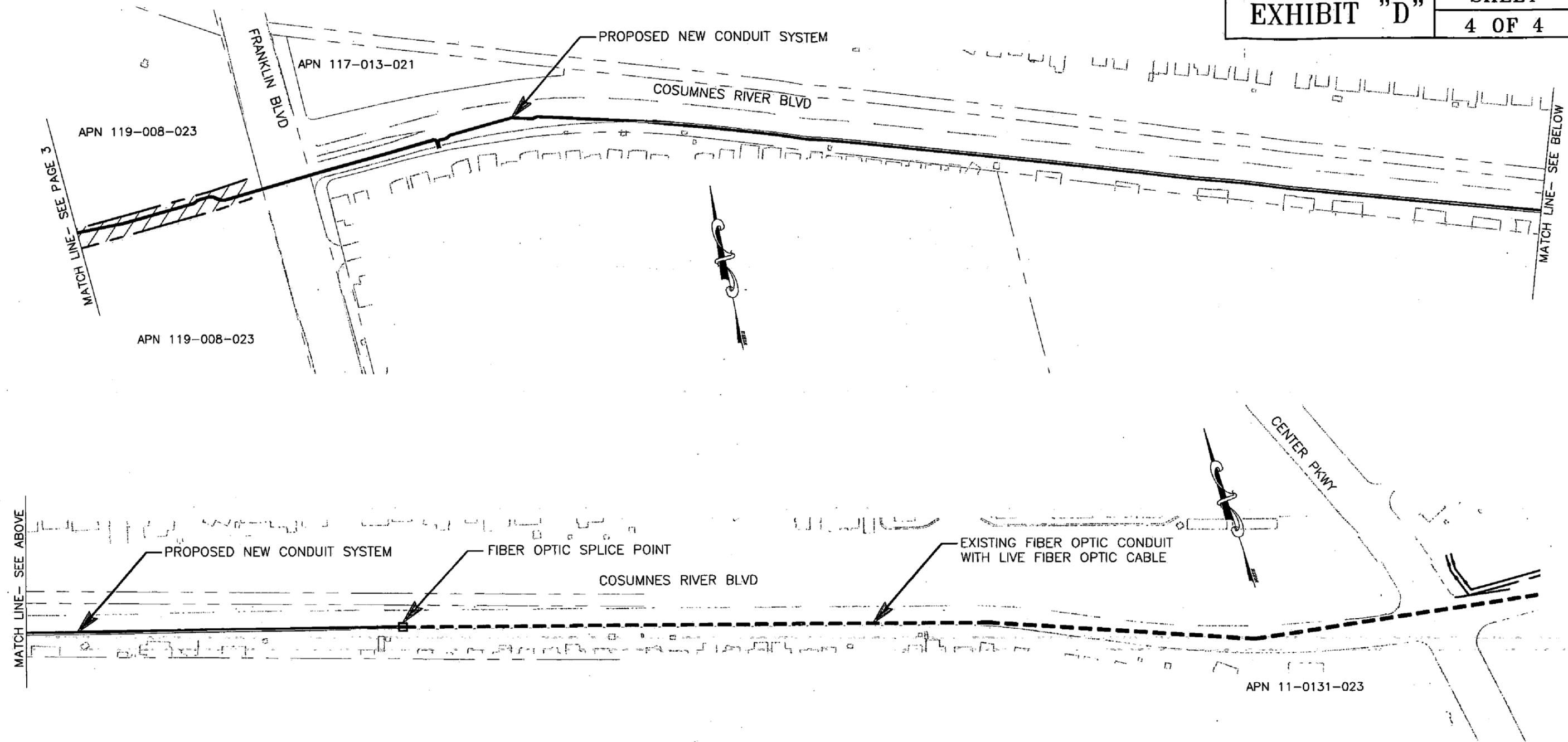
EXHIBIT "D"

DRAWN BY: K.D. DATE: 07-25-12
CHECKED BY: Z.S. SCALE: 1"=200'
APPROVED BY: _____

CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS

Exhibit to Accompany
Easement Use Agreement
~~Option 4 - FRWA Fiber Optic Relocation~~
"Replacement FO System - Option No. 4"

OPTION
4
Sheet 3 of 4



- LEGEND**
- EXISTING CONDUIT SYSTEM
 - PROPOSED NEW CONDUIT SYSTEM
 - //// FRWA EASEMENT
 - EXISTING PULL BOX
 - - - - - PARCEL LIMITS



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 **MARK THOMAS & COMPANY, INC.**
PROVIDING ENGINEERING, SURVEYING, & PLANNING SERVICES
7300 FOLSOM BLVD., SUITE 203
SACRAMENTO, CALIFORNIA 95828

EXHIBIT "D"
DRAWN BY: K.D. DATE: 07-25-12
CHECKED BY: Z.S. SCALE: 1"=200'
APPROVED BY: _____

CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS
Exhibit to Accompany
Easement Use Agreement
~~Option 4 - FRWA Fiber Optic Relocation~~
"Replacement FO System - Option No. 4"
OPTION
4
Sheet 4 of 4

EXHIBIT "E" – Access by City

COORDINATING WITH EXISTING FRWA OPERATIONS

1. Summary

- a. City and Contractor work activities that impact existing Freeport Regional Water Authority (FRWA) operations or facilities (such as pipelines, manholes, drain lines, environmental resources, valves, fiber optics, cathodic protection) require an approved, signed Access Request (AR) prior to commencement of work. Any work that requires the interruption of flow, or connection to an existing facility requires a Shutdown Plan to be included with the AR. In addition to the Shutdown Plan, any activity that require special safety precautions to be taken will require a Safety Work Plan to be included with the AR.

2. REQUIREMENTS

a. Coordination and Access.

- i. Activities that affect any FRWA operation of and (or) access to FRWA facilities will require coordination between FRWA and Contractor. Cooperation will be necessary for each party to achieve their respective goals. Access Requests are generally required based on impending work activities.
- ii. Unrestricted access for FRWA personnel and equipment shall be provided to existing facilities, unless a reduced level of access is explicitly allowed in the approved AR.
- iii. FRWA will revoke any AR if the Contractor fails to comply with the requirements pertaining to FRWA properties, which include the pipeline, easements, fiber optic facilities and appurtenances.

3. ACCESS REQUESTS

- a. An AR provides notification of a Work Item or other activity proposed by the Contractor. An AR describes the contemplated work included when, where and how it will be accomplished. An AR shall be review and submitted by a qualified representative of the Contractor who is familiar with all aspects of the work and all safety requirements. An AR may be required whenever any of the following conditions are contained in or will be affected by Contractor's work:
 - i. Tie-ins, shutdowns, interruptions of any system, process or utility, raising manholes, etc.
 - ii. Any work that impacts the FRWA facilities including corrosion test stations, valves, pipeline drain facilities and fiber optic facilities.
 - iii. Dewatering of any excavation, structure, tank, vessel, excavation or piping system.
 - iv. An AR will be required for each 1000 lineal feet of FRWA's pipeline, in order to evaluate impacts to FRWA facilities.

EXHIBIT "E" – Access by City

- b. A fully completed AR shall be submitted 21 day prior to the proposed commencement of work. An AR meeting may be required prior to the approval of the work or upon FRWA's approval.
- c. An AR describes the activity, indicates the system or equipment that will be affected, indicated the date, time and duration, and describes safety precautions to be observed. Drawing and section numbers shall be indicated where appropriate. A shutdown plan shall be included with the AR when the work affects an existing system or process.
- d. The Contractor shall plan and schedule ARs as early as possible. An AR will be reviewed and returned within 21 days after submission of all necessary information. Sufficient information and detail shall be included with an AR to permit FRWA to evaluate the proposed operation and the associated risks. Insufficient information on the AR may delay approval with 21 days.
- e. Contractor shall not be allowed to proceed with any work, or any portion of the work described in the AR without complying with all the condition, in their entirety, safety precautions added by FRWA (if necessary) shall be complied with and effectively communicated to Contractor's personnel and subcontractors. If the Contractor does not agree with the additional safety requirements, work shall not start until resolution is attained. Changes in the proposed activities or field conditions of an AR will require the submission of a new or revised AR.

4. SHUTDOWN PLAN

- a. A SHUTDOWN Plan shall be included with an AR whenever an existing operating system or facility such as a pipeline, power supply, control circuit instrumentation, equipment, fiber optics or structure is affected. A work plan and schedule shall be included. The plan shall indicate each activity with sufficient detail to determine its feasibility. Shutdowns shall be planned and coordinated to minimize the number and duration of activities that affect existing operations.
- b. FRWA will limit the duration of shutdown of important or critical system. Stated durations are the total time period between when the system is made available to Contractor and when it is ready for return to service. If Contractor cannot complete the work within the allowed time, Contractor shall immediately request an extension from FRWA. If FRWA does not approve the requested extension, Contractor shall complete the work or return system to operable condition. FRWA may opt to complete the work if Contractor does not return the system to operable conditions as directed. Contractor is responsible for extra costs or damages incurred by Contractor or FRWA to meet these requirements.
- c. Requirements

EXHIBIT "E" – Access by City

- i. Designate the equipment or system that will be affected or removed from service. Describe the work to be undertaken. Identify the portion of the system that will be isolated, dewatered, decommissioned, de-energized, depressurized, drained or tied into.
- ii. List the labor, equipment, materials, tools utilities and incidental items to be used.
- iii. Describe recovery plan if the shutdown cannot be completed as planned.
- iv. If required, indicate measures to prevent discharge of stormwater pollution or disruption of raw water delivery.
- v. List activities to be done by FRWA.
- vi. Indicate the time estimated to complete the shutdown.

5. ACCESS REQUEST SUBMISSION

- a. Access requests (3 copies) shall be submitted to:

Vicki Butler, Water Treatment Plant Manager II
10151 Florin Road
Sacramento, CA 95829