

**Meeting Date:** 10/21/2014

**Report Type:** Consent

**Report ID:** 2014-00553

**Title: Agreement: Purchase and Sale of Real Property – Mae Fong Park (L19150100)**

**Location:** 3100 and 3106 Redding Avenue, District 6

**Recommendation:** Pass a Motion 1) authorizing the City Manager or the City Manager's designee to execute the Agreement for Purchase and Sale of Real Property ("Agreement") with Robert F. Spadarotto, Successor Trustee of the Elizabeth Spadarotto Revocable Trust for land to include as part of Mae Fong Park in an amount not to exceed \$304,050; and 2) authorizing the City Manager or the City Manager's designee to execute such additional documents and to take such additional actions as necessary to implement the Agreement to acquire the property to expand Mae Fong Park.

**Contact:** Mary de Beauvieres, Principal Planner, (916) 808-8722, Department of Parks and Recreation; Jan Ebert, Real Property Agent, (916) 808-1968, Department of General Services

**Presenter:** None

**Department:** Parks & Recreation Department / Department of General Services

**Division:** Park Development Services

**Dept ID:** 19001121

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Location Map
- 4-Agreement

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**City Attorney Review**

Approved as to Form  
Sheryl Patterson  
10/9/2014 2:58:02 PM

**Approvals/Acknowledgements**

Department Director or Designee: Jim Combs - 10/1/2014 4:34:14 PM

## Description/Analysis

**Issue:** A Purchase and Sale of Real Property agreement has been negotiated with Robert F. Spadarotto, Successor Trustee of the Elizabeth Spadarotto Revocable Trust, to acquire a 0.46± acre parcel (APN 015-0091-059) located at 3100 and 3106 Redding Avenue. The property adjoins Mae Fong Park to the north and west. The property is developed with two small homes and two detached garages; all structures will be removed from the property and the property will become an addition to the park. The acquisition purchase price is \$304,050.

**Policy Considerations:** Providing parks and recreation facilities is consistent with the City's strategic plan to enhance livability in Sacramento's neighborhoods by expanding park, recreation, and trail facilities throughout the City.

On December 18, 2007, the City Council approved acquisition of a 6.95 acre property (APNs 015-0091-044 and -045) for use as a detention basin (Basin 31) and a neighborhood park. The property was located east of the intersection of 65th Street and Broadway and would serve development in the area. The site was informally known as Redding Avenue Park; it has since been renamed Mae Fong Park.

At the same time, the City authorized execution of an Individual Project Agreement (City Agreement No. 2001-0024-195) with the Redevelopment Agency of the City of Sacramento (Agency), whereby the Agency agreed to acquire three additional developed residential parcels adjacent to the basin and fronting on Redding Avenue, remove all structures and convey the parcels to the City for park purposes. The three parcels were acquired, buildings removed and the area is now developed with a play structure, landscaping, picnic area and walkways. The City agreed to allocate all future Park Development Impact Fees and Quimby in lieu fees (until December 31, 2017) within the 65th Street Redevelopment Project Area to acquire more parkland along Redding Avenue and/or to develop the park. Acquisition of this property is consistent with this earlier action because it will add street frontage and area to the park.

**Commission/Committee Action:** Not applicable.

## Environmental Considerations:

**California Environmental Quality Act (CEQA):** The Environmental Planning Services staff reviewed the proposed addition to Mae Fong Park and has determined that the project is exempt from the requirements of CEQA under Class 25, Section 15325(f) of the CEQA Guidelines. Projects exempted under Class 25, Section 15325(f) include the transfer of ownership of interest in land to preserve existing natural conditions; including the acquisition, sale or other transfer of land to preserve open space or lands for park purposes.

**Rationale for Recommendation:**

Mae Fong Park is a joint use facility, combining a neighborhood park with a storm water basin. A large central storm water basin is located in the center of a City block that is encircled with single family and student housing. The Mae Fong Park master plan, when fully implemented, will include sport fields in the basin bottom. At present, the upland area of the park adjacent to Redding Avenue is developed with a play structure, picnic area, open turf area and landscaping. The park has limited street frontage on Redding Avenue. This acquisition will increase the Redding Avenue street frontage and expand 'eyes on the park' which means there is a higher likelihood of passers-by seeing into the park. Parks with greater visibility from the street tend to have fewer problems with security and vandalism.

**Financial Considerations:**

On August 15, 2013, the Planning and Design Commission (PDC) approved the Campus Crest Apartment project for student housing at 3075 Redding Avenue. The PDC's decision was appealed by a third party and on January 14, 2014, the City Council denied the appeal and approved the project with additional conditions of approval. One such condition required the developer to pay a fee, the funds of which could be used to acquire additional parkland or make capital improvements to Mae Fong Park. The fee amount, required to be paid prior to issuance of the first building permit for the project, was calculated as an equivalent to what a Quimby in lieu fee would be for the project, had a tentative map been one of the entitlements. The applicant provided a check in the amount of \$310,086 in advance of its required payment (prior to issuance of the first building permit) to help facilitate this acquisition. Pursuant to Resolution 2014-0017, the revenue was deposited into the Mae Fong Park Project (L19150100). This acquisition will expand the park's street frontage and will enable the development of additional park improvements along Redding Avenue.

Funding to purchase the property is available from Capital Improvement Program (CIP) L19150100 - Mae Fong Park (Developer funding of \$310,086 and General Funds of \$35,700). The purchase price is \$304,050; an additional \$7,000 will cover staff and title insurance costs for a total of \$311,050.

Relocation costs for the residents of 3106 Redding Avenue are estimated at \$15,000. The month-to-month rental agreement with the tenants will be paid to the City until relocation is complete, estimated to take approximately three to four months from close of escrow. The demolition and associated costs are currently estimated at \$120,000. Partial funding will be available L19150100 (Fund 1001) after the purchase of the property; the remaining funding will come from either park development impact fees for development within Council District 6 or a Proposition 1C grant that is earmarked for Mae Fong Park improvements. The total project cost is estimated to be \$468,200. This figure includes all costs associated with the acquisition of the property, relocation of the residents and demolition of all structures and the well. Staff will return to Council for approval of the demolition once funding is secured.

**Local Business Enterprise (LBE):** Not applicable.

## Background

The 0.46± acre property is located on the west side of Redding Avenue and is improved with two small homes and two detached garages. The first home is located at 3100 Redding Avenue; it is an approximately 1,859 square foot residential building constructed circa 1915 with an approximately 150 square foot basement. It is vacant. The second home (3106 Redding Avenue) is an approximately 668 square foot residential building constructed around 1957. It is currently occupied; its residents will remain until after close of escrow, at which time the City will assist in relocating the residents to a similar rental elsewhere in the City. Two detached garages (448 square foot and 374 square foot) are also located on the property.

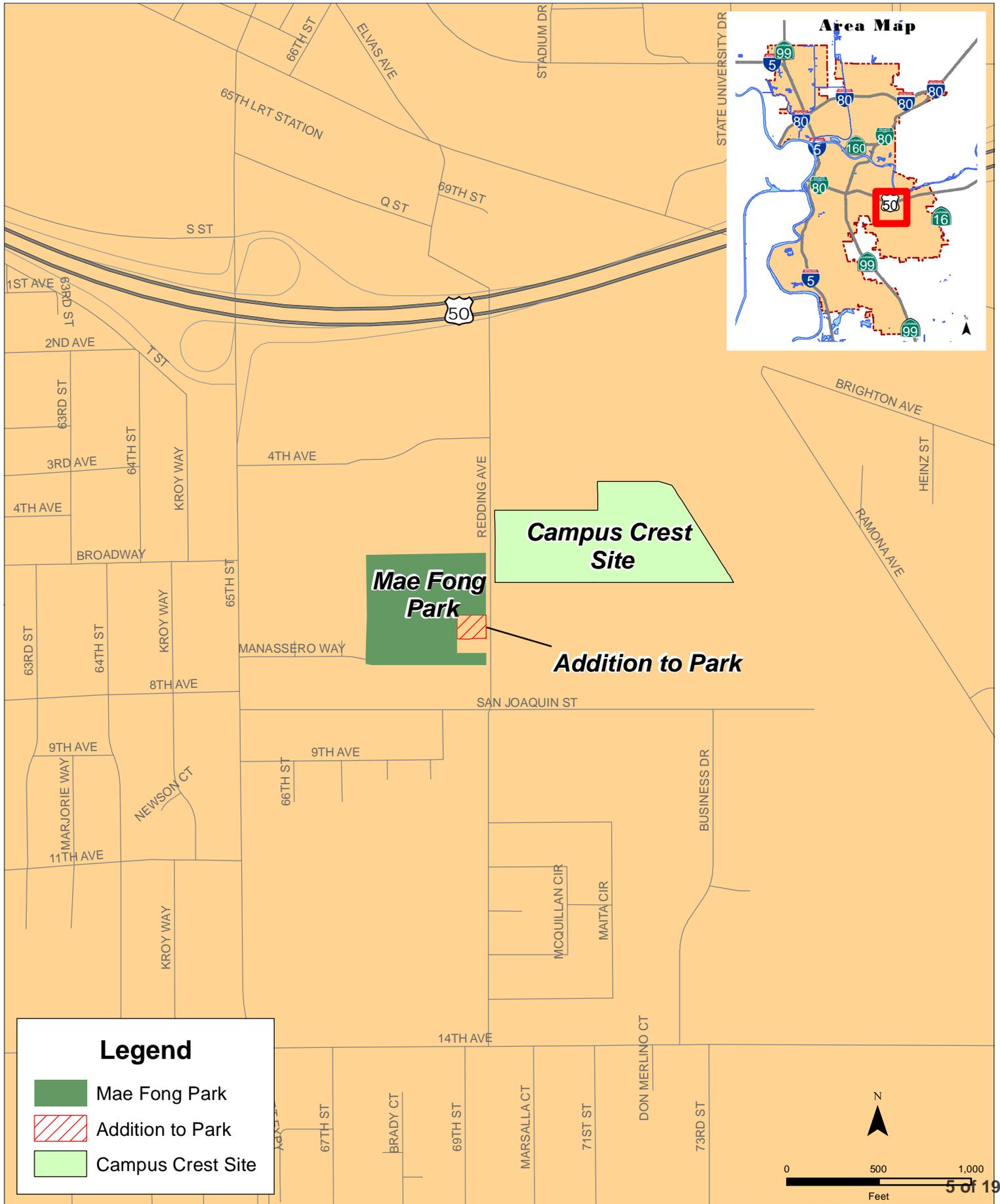
The property owner contacted the City to determine if the City had an interest in acquiring the property and an appraisal was prepared to determine the fair market value. The tenants have been notified of the City's intent to purchase the property and the need from them to move after the acquisition is completed. The tenants will be given 90 days' notice to move and a rental subsidy if they are unable to find a comparable rental at the same price.

A Phase 1 Environmental Assessment was completed on June 10, 2014 by Enercon. The study found no evidence of recognized environmental conditions in connection with the subject property, but did identify the presence of a vault in one of the buildings that was reportedly associated with a drinking well. According to the owner, the pump was removed in the 1940's when the property was connected to the city water supply. The well will need to be closed in accordance with Sacramento County Environmental Health regulations. Cost to remove the well is estimated at \$22,000. The well will be removed prior to demolition of the structures. The purchase price was discounted to account for half of the cost of well removal.

Consistent with the age of the structures, asbestos construction materials were used, along with lead based paints. A hazardous materials survey for these construction materials was completed, and asbestos and lead based paints were present. Abatement of the hazardous materials will occur prior to demolition of the structures.

All improvements are intended to be removed as soon relocation of the tenants is complete, following the City's ownership of the property. The site will be rough graded and seeded until it can be improved as part of the park. Partial funding for the structure demolition (including well closure, asbestos and lead based paint abatement) is currently available in CIP L19150100 (Fund 1001); the remaining funding will come from either park development impact fees for development within Council District 6 or a Proposition 1C grant that is earmarked for Mae Fong Park improvements. The demolition and associated costs are currently estimated at \$120,000.

# Mae Fong Park Addition



File No.: ACQ-14-27-00  
Project Name: Mae Fong Park Extension  
PNWO: (L19150102-2508/2268885)  
Parcel No.: 015-0091-059  
Escrow Number: 5015961  
Title Company: Fidelity National Title Company  
Date of Preliminary Title Report: 2/11/2014

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

### PREAMBLE

This Agreement for Purchase and Sale of Real Property ("Agreement") is entered into on \_\_\_\_\_, 20\_\_\_\_, by and between **CITY OF SACRAMENTO, a municipal corporation** ("Buyer"), and **Robert F. Spadarotto, Successor Trustee of the Elizabeth Spadarotto Revocable Trust dated September 4, 2008** ("Seller"). The Buyer and Seller are hereinafter collectively referred to as "Parties".

### RECITALS

WHEREAS, Seller agrees to sell and convey and Buyer agrees to purchase fee title to certain real property consisting of 20.175± square feet, **identified as APN: 015-0091-059**, which is more particularly described in **Exhibit "A"** attached hereto and hereby incorporated by reference (the "Property").

NOW THEREFORE, in consideration of the payment and other obligations set forth below, the parties agree as follows:

### ARTICLE 1. PURCHASE PRICE

#### Amount and Terms of Payment

**Section 1.01.** The total purchase price of the Property is **THREE HUNDRED FOUR THOUSAND FIFTY DOLLARS (\$304,050.00)**. This amount will be payable by Buyer to Seller at the close of escrow. This amount shall be payable to the order of the Escrow Holder named in Section 2.01. In addition, City shall reimburse Seller for notary charges incurred by Buyer to execute documents required for this transaction upon receipt of proof of Seller's payment to the notary.

### ARTICLE 2. ESCROW

#### Opening of Escrow

**Section 2.01.** An escrow has been opened to consummate the sale of the Property according to the terms of this Agreement with Fidelity National Title Company, 8950 Cal

Center Drive, Building 3, Suite 100, Sacramento, CA 95826, Escrow Number 5015961 ("Escrow Holder"), (916) 364-4070. This Agreement shall constitute instructions to Escrow Holder of the consummation of the Agreement through the escrow. Buyer and Seller shall deposit with the Escrow Holder all instruments, documents, and other items reasonably required by the Escrow Holder to close the sale on the closing date specified below.

### **Closing of Escrow**

**Section 2.02.** The escrow shall be closed and Buyer shall be entitled to possession of the Property on the date that a grant deed conveying the Property from Seller to Buyer (hereinafter, "Grant Deed") which is more particularly described in **Exhibit "B"** is recorded. The escrow shall be considered to be in a condition to close when the Escrow Holder is authorized under this Agreement, and when the Escrow Holder is otherwise able, to record the Grant Deed. Unless the parties mutually agree to an extension of time, close of escrow shall be within **NINETY (90) days** of execution of this Agreement.

**Section 2.03.** Tenant relocation will be Buyer's responsibility after the close of escrow. Please refer to Section 4.11.

### **Fee Title Free of Encumbrances**

**Section 2.05.** Seller agrees and covenants to convey fee title to the Property to Buyer free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments, or other security interests of any kind (hereafter collectively referred to as "Encumbrances"), and that Seller at Seller's expense shall take all actions necessary to remove any and all Encumbrances prior to, and as an express condition precedent to, the close of escrow, except as follows:

- A. Taxes for the fiscal year in which the escrow closes shall be cleared and paid for in the manner required by Section 4986 of the Revenue and Taxation Code. As a deduction from the amount shown in Section 1.01, above, Buyer shall be authorized to pay any delinquent taxes due in any fiscal year, except the fiscal year in which this escrow closes, together with penalties and interest thereon and;
- B. Seller shall not be required to remove: any easements or rights-of-way for public roads, or public utilities, if any.

### **Escrow Costs and Fees**

**Section 2.06.** Buyer shall pay the cost of a CLTA policy of title insurance based on a purchase price of **THREE HUNDRED FOUR THOUSAND FIFTY DOLLARS (\$304,050.00)**, ensuring that clear title to the Property is vested in Buyer upon recording of the Deed. Buyer shall pay all escrow, recording, and title insurance fees incurred in this transaction.

## Pro-rations and Credits

**Section 2.07.** The following provisions shall govern pro-rations and credits at the time of closing.

- A. **Prorated items.** Real estate taxes, special taxes, assessments (except for bonded special taxes or assessments, which Seller must pay in full prior to close of escrow), fees and personal property taxes with respect to the Property shall be prorated between Buyer and Seller as of 12:00:01 a.m. local time, on the date of close of escrow.
  
- B. **Procedure.** The Escrow Holder shall determine pro-rations and credits based upon:
  - (1) In the case of real property taxes and fees, the most recent available tax bill for the Property. Any and all special taxes and assessments relating to bond issues shall be paid in full by Seller at the close of escrow, and the lien of the assessment and /or special tax shall be removed at closing.
  
  - (2) In the case of all other pro-rations and credits, a proration and credit statement prepared by the Escrow Holder shall be delivered to the parties for approval at least three (3) days prior to the date of closing of the escrow. Each party shall notify the Escrow Holder of any claimed error in the statement.
  
- C. **Adjustment of purchase price.** After taking all such pro-rations and credits into account, the net amount owing to Seller or Buyer, as the case may be, shall be added to or deducted from the purchase price to be paid by Buyer at closing.
  
- D. **Post-closing pro-ration adjustments.** After closing of escrow, Seller and Buyer shall promptly adjust and settle between themselves any items subject to proration covered by this section, which require adjustment because of any errors computing or estimating items at closing, or because of subsequent events (such as supplemental or corrected tax bills); provided, however, that except for supplemental taxes or corrected tax bills, all pro-rations shall become final at close of escrow.

## Broker Commission

**Section 2.08.** Buyer warrant and represent to not retained, nor is it obligated to, any person for brokerage, finder's fee or similar services in connection with the transaction contemplated by this Agreement and that no compensation for such services can be properly claimed by any person on the acts of such person with regard to the transactions which are the subject of this Agreement. Seller has retained the services of a Broker and is responsible for any brokerage commission, finder's fee, or other compensation made by any person with which

Seller has dealt with in connection with this Agreement or the transaction contemplated hereby. Notwithstanding anything contained in the preceding sentence, Seller shall indemnify and hold harmless Buyer against all claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorney's fees) arising from, relating to, any claim for compensation for brokerage commission, finder's fee, or other compensation made by any person with which Seller has dealt in connection with this Agreement or the transactions contemplated hereby.

### **ARTICLE 3. DUE DILLIGENCE, WARRANTIES AND INDEMNIFICATION**

#### **Due Diligence Period**

**Section 3.01.** City has completed appropriate due diligence of the Property to inspect physical or environmental conditions or aspects of the Property, or any other matter affecting City's decision to purchase the Property. During its due diligence, the City performed an environmental site assessment, Phase I, through Enercon Services, Inc. See Section 2.05 for additional environmental assessments being performed.

#### **Seller's Representations**

**Section 3.02.** Seller makes the following representations and warranties:

- A. Seller certifies that it has full power and authority to convey all property rights described herein to Buyer.
- B. To the best of Seller's knowledge there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or portion thereof, or pending or threatened against Seller which could (1) affect Seller's title to the Property, or any portion thereof, (2) affect the value of the Property, or any portion thereof, or (3) subject an owner of the Property, or any portion thereof, to liability.
- C. To the best of Seller's knowledge there are no uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property or any portion thereof.
- D. Seller has no knowledge of the production, storage, disposal, presence, observance or release of any Hazardous Substances (as defined below) in, upon, about or below the Property.
- E. To the best of Seller's knowledge there are no notices or other information giving Seller reason to believe that any conditions existing on the Property, or in the vicinity of the Property, subject or could subject an owner of the Property to potential liabilities under any Environmental Law (as defined below).

- F. Seller has no knowledge of any violation of any Environmental Law arising out of Seller's ownership or use of the Property, nor of any legal, administrative or other action or proceeding, pending or threatened, affecting the Property and relating to environmental compliance.
- G. To the best of Seller's knowledge there is no license, permit, option, right of first refusal or other agreement, written or oral, which affects the Property or any portion thereof.
- H. To the best of Seller's knowledge conveyance of the property rights described herein will not constitute a breach or default under any agreement to which Seller is bound and/or to which the Property is subject.

Each of the above warranties and representations is material and is relied upon by Buyer. Each of the above representations shall be deemed to have been made as of the date that the Deed is recorded, and shall survive the recording of the Deed by a period of one year following the date that the Deed is recorded. If, before the recording of the Deed, Seller discovers any information or facts that would materially change any of these warranties and representations, Seller shall immediately give notice to Buyer of such facts and information. If any of the foregoing warranties and representations cease to be true before the recording of the Deed, Seller shall be obligated either to remedy the problem before the recording of the Deed or deduct from the payments required by Section 1.01, above, as a credit to Buyer, the amount reasonably required (as determined by Buyer) to remedy the problem.

### Indemnification

#### **Section 3.03.**

- A. Seller agrees to defend, indemnify and hold Buyer, its agents, officers, and employees harmless from and against all loss, liability, damage and expenses (including reasonable attorneys' fees and costs of litigation and other legal proceedings) resulting from: (1) any liabilities or obligations in any way relating to the ownership, operation or use of the Property prior to the closing date; and (2) any loss, costs, damage or deficiency resulting from any misrepresentation or breach of warranty or breach of any other obligation of Seller under this Agreement, whether or not (a) such liabilities or obligations are caused in part by Buyer, its agents, its officers, or its employees or (b) such liabilities and obligations are litigated, settled or reduced to judgment, except to the extent arising from the sole negligence or willful misconduct of Buyer, its agents, its officers, or its employees.
- B. Buyer agrees to defend, indemnify and hold Seller, its agents, officers, and employees harmless from and against all loss, liability, damage and expenses (including reasonable attorneys' fees and costs of litigation and other legal proceedings) resulting

from all activities related to the closure of the well which is located on the Property after the close of escrow.

C. The provisions of this Section 3.03 shall survive the recording of any deeds hereunder.

## **ARTICLE 4. MISCELLANEOUS PROVISIONS**

### **Assignment**

**Section 4.01.** Neither party may assign this Agreement without the other party's consent.

### **Time of Essence**

**Section 4.02.** Time is of the essence in this Agreement.

### **Notices**

**Section 4.03.** Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered, mailed, or sent by wire or other telegraphic communication in the manner provided in this section to the following persons:

**BUYER:**

City of Sacramento  
Facilities & Real Property Mgmt.  
915 I Street, 2nd Floor  
Sacramento, CA 95814  
Attn: Real Estate Services Section

**SELLER:**

Robert F. Spadarotto, Successor Trustee  
8960 Mackey Road  
Elk Grove, CA 95624

Either party may change that party's designated address by giving written notice of the change to the other party.

Any notice to any of the parties required or permitted under this Agreement shall be deemed to have been duly given on the date it is served personally on the other party or on the third day after if mailed by registered or certified mail, postage prepaid, and addressed as set forth above or as modified according to this section.

### **Entire Agreement; Amendment**

**Section 4.04.** This Agreement and the attached Exhibit(s) constitute the entire Agreement between the parties relating to the purchase of the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no

force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Buyer and Seller.

#### **Binding Effect**

**Section 4.05.** This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

#### **Governing Law**

**Section 4.06.** This Agreement shall be construed and interpreted in accordance with, and the validity of this Agreement shall be adjudged by, the laws of the State of California. The place of this Agreement and its situs or forum is all times in the County of Sacramento, State of California, in which county and state all matters, whether sounding in contract or in tort relating to the validity, construction, interpretation, and enforcement of this Agreement, shall be determined.

#### **Headings**

**Section 4.07.** The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

#### **Waiver**

**Section 4.08.** The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

#### **Drafting of Agreement**

**Section 4.09.** This Agreement is the result of joint efforts and negotiations of the parties hereto, and no single party is the author or drafter hereof. All of the parties assume joint responsibility for the form and position of each and all of the contents of this Agreement, and they agree that this Agreement shall be interpreted as though each of the parties participated equally in the composition of this Agreement and each and every part thereof.

#### **Mutual Cooperation; Further Assurances**

**Section 4.10.** The parties shall cooperate with each other as reasonably necessary to effect the provisions of this Agreement, shall use reasonable and good faith efforts to satisfy conditions of closing and, at and after closing, shall execute and deliver such additional instruments or other documents, and take such further action, as the other may reasonably request to accomplish the purposes and intent of this Agreement; provided, however, that nothing in this section shall be deemed to enlarge the obligations of the parties hereunder or to require either party to incur any expense or liability not otherwise required of it hereunder.



IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereinabove first written.

**BUYER: CITY OF SACRAMENTO,  
A municipal corporation**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
For: John F. Shirey, City Manager  
Dated: \_\_\_\_\_

**SELLER: Robert F. Spadarotto, Successor  
Trustee of the Elizabeth Spadarotto  
Revocable Trust, dated September 4, 2008**

By: RF Spadarotto  
Print Name: ROBERT SPADAROTTO  
Title: SELLER  
Dated: OCT 2/14

APPROVED AS TO FORM:

By: [Signature]  
City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

**EXHIBIT "A"**  
**Legal Description**

**EXHIBIT "B"**

**Grant Deed**

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY situated in the City of Sacramento, County of Sacramento, State of California, and being a portion of Parcel 1 as shown on that certain parcel map entitled "Por. Lot 11 Map of A.B. Davis Homestead Farm 2 B. M. 2", filed for record in the office of the Recorder of Sacramento County on September 1, 1978, in Book 42 of Parcel Maps at Page 6. More particularly described as follows:

BEGINNING at the Northwest corner of said Parcel 1; thence North 89° 39' 00" East, 160.00 feet to a point on the Westerly right of way line of Redding Avenue, a 40.00 foot wide public road; thence along said right of way, South 00° 34' 18" West, 129.21 feet; thence following along the edge of a existing concrete driveway South 89° 54' 40" West 66.47 feet; thence leaving the edge of said driveway, South 84° 31' 23" West, 22.60 feet to a fence corner; thence along an existing fence line, South 88° 55' 08" West, 71.07 feet to a point on the West line of said Parcel 1; thence North 00° 34' 18" East, 131.84 feet to the point of beginning.

Said legal description as shown as Parcel One on that certain "Certificate of Compliance for Lot Line Adjustment" reocorded November 23, 1999 in Book 19991123, Page 0942 of Official Records.

APN: 015-0091-059

RECORDING REQUESTED BY  
AND FOR THE BENEFIT OF  
**CITY OF SACRAMENTO**  
**NO FEE DOCUMENT**  
**Govt Code 27383**

WHEN RECORDED MAIL TO  
CITY OF SACRAMENTO  
Real Estate Services  
915 I Street, 2nd Floor  
Sacramento, California 9584

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO TRANSFER TAX DUE per R&T Code 11922  
Grantee is a Government Agency

ACQ-14-27-00  
RESS File #

14-5015961  
Escrow

015-0091-059  
APN

\_\_\_\_\_  
City Agreement #

**GRANT DEED**

**ROBERT F. SPADAROTTO, Successor Trustee of the Elizabeth Spadarotto Revocable Trust, dated September 4, 2008, hereby grant(s) to the CITY OF SACRAMENTO, a municipal corporation, the real property in the City of Sacramento, County of Sacramento, State of California, described as follows:**

SEE ATTACHED LEGAL DESCRIPTION MARKED EXHIBIT 'A'

**ROBERT F. SPADAROTTO, Successor Trustee  
of the Elizabeth Spadarotto Revocable Trust,  
dated September 4, 2008**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Robert F. Spadarotto  
Title: Successor Trustee



"Approved as to form- City Attorney"

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY situated in the City of Sacramento, County of Sacramento, State of California, and being a portion of Parcel 1 as shown on that certain parcel map entitled "Por. Lot 11 Map of A.B. Davis Homestead Farm 2 B. M. 2", filed for record in the office of the Recorder of Sacramento County on September 1, 1978, in Book 42 of Parcel Maps at Page 6. More particularly described as follows:

BEGINNING at the Northwest corner of said Parcel 1; thence North 89° 39' 00" East, 160.00 feet to a point on the Westerly right of way line of Redding Avenue, a 40.00 foot wide public road; thence along said right of way, South 00° 34' 18" West, 129.21 feet; thence following along the edge of a existing concrete driveway South 89° 54' 40" West 66.47 feet; thence leaving the edge of said driveway, South 84° 31' 23" West, 22.60 feet to a fence corner; thence along an existing fence line, South 88° 55' 08" West, 71.07 feet to a point on the West line of said Parcel 1; thence North 00° 34' 18" East, 131.84 feet to the point of beginning.

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